

## **GENERAL TERMS AND CONDITIONS of Provision of Services**

### **I. Subject-matter of the Contract; basic provisions**

1.1. The subject-matter of the present Contract are the service delivery terms between Destinelo.com and its partnering Accommodation Providers, Rent-a-car providers, Tour organisers and Cruise Organisers.

#### **1.2. Definitions**

For purposes of this Contract, the following terms shall have the following meanings:

**“Destinelo.com”**: the online booking system of Accommodation, Rent-a-car services, Tours and Cruises at [www.destinelo.com](http://www.destinelo.com) and any other website(s), apps, tools, platforms or other devices of Destinelo.com on which the booking service is made available.

**“Partner” or “Service Provider”**: a natural or legal person who, in accordance with current laws in force, is entitled to provide Accommodation, Rent-a-car, Tour or Cruise services appearing in the Destinelo.com booking system.

**“Customer” or “Guest”** : an external third party who uses the Destinelo.com booking system for the purpose of finding Accommodation, Rent-a-car providers, Tour and Cruise organisers or for requesting a quote from them.

**“Party” or “Parties”** means Destinelo and its Partner, individually or collectively, as the case may be.

**“You” or “Your”** means collectively, the Partner (or Service Provider)

**“Destinelo Booking System”** means the software, databases, products, and other components that make up the services marketed by Destinelo and/or any of its Affiliates to enable guests to shop for, reserve, book, and/or pay for Travel and/or Accommodation, Rent-a-car, Tour or Cruise services through a computer, telephone, other interactive device, or other booking channel.

**“Destinelo's Partner Admin Panel”** - the front-end administrative section of Destinelo.com designed to be used only by the Partners to enter all Rates, availability, applicable Tax rates, Fees, Property and Room Information, Cabin and Cruise information, Tour information, Car rental information, Cancellation and no show policies, account information and preferred payment, notice practices, etc.

**“Service”** means collectively the service provided by Destinelo's partners, including Accommodation, Rent-a-car, Tour and Cruise services.

**“Service Information”** means all information, including availability information, photographs, trademarks, names, trade names, logos, descriptions, and other content or material (a) provided by the Partner, (b) entered into Destinelo's Partner Admin Panel by the Partner, (c) displayed or otherwise made available by the Partner on the Partner's website(s) or any third-party or social networking site, or (d) otherwise obtained by Destinelo or any of its Affiliates with the Partner's knowledge and/or consent.

**“Rate”** means Price.

**“Individual Booking”** means a booking of Accommodation, Rent-a-car service, Tour and Cruise made by a Customer through the Destinelo booking system the payment for which the Partner is

responsible for charging and/or collecting from the Customer.

**“Commission Fee”** means the Compensation Percentage that is deducted and retained from the Total Price directly in the Destinelo booking system after each successful Individual Booking of Accommodation, Rent-a-car, Tour or Cruise Service. In certain cases, when the Commission percentage is higher than the Base Commission Fee, Destinelo will submit invoices to the Partner for Compensation.

**“Force Majeure Event”** means an unforeseeable act or event beyond a Party’s reasonable control, such as war, work stoppage, fire, weather events, air carrier interruption, or act of government.

## II. Rights and Obligations of the Contracting Parties

### 2.1. Individual Bookings

2.2. As part of the booking process Destinelo will provide notice of each Individual Booking processed through the Destinelo Booking System. **You will provide Destinelo confirmation of receipt of every Individual Booking notification (in particular: Accommodation bookings, package reservations, Rent-a-car services, Tour and Cruise services and requests for quotes) within twenty-four (24) hours of Destinelo’s notification being delivered to You.** Failure to perform this obligation entitles Destinelo to automatically reject the request and to offer the Customer the services of another of its Partners.

2.3. For each Individual Booking, Destinelo will act as a facilitator of such booking. You must honor every Individual Booking for which You receive an Individual Booking notification. You acknowledge that **You will be responsible for collecting the relevant Price, Taxes, Fees and any other amounts or charges (as stated in the Booking Confirmation e-mail sent via the Destinelo booking system) directly from Guests/Customers** on location unless otherwise agreed by the Parties.

2.4. Destinelo is entitled to contact the Partner by email, phone, text messaging or by any other means in order to inform the Partner about the unconfirmed bookings, unanswered inquiries and about any other necessary information related to the operation of the system.

2.5. The Partner has the obligation to notify Destinelo immediately of any technical problems arising within its sphere of activities if they result in preventing or limiting contractual performance, including in particular permanent or temporary (i.e. expected to exceed one business day) unavailability of its Internet connection, or of any other factors which would hinder the normal and intended use of the system.

2.6. If a Rent-a car, Tour or Cruise Service has been successfully booked with the Partner, and if the Partner is unable to provide the Customer with this Service, the Partner then has the obligation to ensure that the Customer obtains replacement service of identical or higher quality, without demanding the payment of a higher price.

2.7. If You are an accommodation provider and You are or reasonably believe that You will be, unable to honor an Individual Booking, You agree that You will immediately (i) notify Destinelo of the inability to provide accommodation, (ii) relocate the affected Guest to a comparable property with an equivalent or higher Destinelo star class rating, (iii) pre-pay or make other arrangements to cover the accommodation charges at such property for the nights in question and all transportation and associated relocation costs to such property, and (iv) waive any additional fees or other payments that would otherwise be payable to You by Destinelo or the guest as a result of the Individual Booking. Destinelo reserves the right to perform items (ii) and/or (iii) above directly, in which case You agree to reimburse Destinelo for all expenses (including any Taxes) incurred by

Destinelo in securing such alternative arrangements, including applicable room charges at the alternative property and associated guest relocation costs.

**2.8. Anti-Fraud Cooperation.** You acknowledge that You are solely responsible for ensuring that the identification presented by any guest is valid and matches the Individual Booking information provided to You by the Destinelo booking system. If a Party believes an Individual Booking may be or is fraudulent, or certain data provided by a guest cannot be verified, then the Parties will work in good faith to address such a fraudulent or potentially fraudulent Individual Booking. In the event of a fraudulent or potentially fraudulent Individual Booking, Destinelo may cancel such an Individual Booking at any time. You acknowledge that neither Destinelo nor any of its Affiliates shall have any liability to You in connection with any fraudulent or potentially fraudulent Individual Bookings.

**2.9. Books and Records.** Subject to the following sentences, Destinelo's books and records with respect to this Contract, including without limitation, any information contained in Destinelo's Booking or Destinelo Partner Admin Panel, or in any facsimile or electronic communication submitted by You or Destinelo, will constitute evidence of the receipt by You of Individual Bookings made by Guests through the Destinelo Booking System and the amount of the applicable Commission Fee. Furthermore, You acknowledge that Destinelo generally has no knowledge of (i) Customers' actual arrival or departure dates, (ii) any cancellation notice that may be given by Customers directly to You, or whether any such cancellation notice as may be given is sufficient under Your policies to relieve guests (and Destinelo) of all or any portion of the charges otherwise due to You, or (iii) any adjustment that may be negotiated by You directly with guests with respect to reductions in rate, duration of stay, or otherwise. **Accordingly, You agree that Destinelo and its Affiliates shall be entitled to rely upon and accept as accurate any information relating to Individual Bookings received by Destinelo from You.**

### **III. Customer Experience**

3.1. The Partner has the obligation to enter the required information in Destinelo's Partner Admin Panel (the front-end part of the website used only by the Partners) in such a manner that it does NOT provide any type of contact information, neither accompanying the Partner's data, nor in the course of internal correspondence (requests for quotes), nor may it incite the Customer to enter into direct contact with the Partner. The Partner may only use the Destinelo booking system to approve bookings received via this same system. **Breach of this provision shall be deemed an especially serious breach of contract.**

3.2. Destinelo is entitled to inform Customers and other visitors to the website of the legal relationship in force between the Parties, whereby the use of Services only comes into existence between the Customer and the Partner (Service provider). Destinelo is not among the contracting Parties when it comes to purchasing the Service. Destinelo is further entitled to provide information regarding issues of liability arising from the aforementioned legal relationship.

3.3. Destinelo is also entitled to publish the comments of its Customers on the website, forming an integral part of the booking system.

3.4. You acknowledge that You will not treat any guest that books Accommodation, Rent-a-car Services, Tours and Cruises through Destinelo differently than You treat any other Customer that books a Service through Your own or any third-party booking or distribution channels. You agree to provide your Services with the same standard including the handling of overbooking situations.

3.5. If You are an accommodation/cruise provider, You agree to provide your services with the same standard with respect to the handling of overbooking (i.e. "walk") situations, the allocation of

room/cabin types (including, for the avoidance of doubt, with respect to views, bedding options, size of rooms/cabins, etc.), the provision of customer service and the amenities available with the booked accommodation/cabin type and the amount and charging of accommodation/cabin fees.

**3.6. Price offer.** The Partner may not advertise its services shown in Destinelo.com for a lower price on any other booking portal, nor on its own website, nor anywhere else. If the Partner has any offers appearing in any other media, it must also publish these in Destinelo's system. You acknowledge that You will be responsible to reimburse Destinelo for all expenses (with regards but not limited to previous marketing costs, other expenses, damaged reputation, taxes, etc.) incurred by Destinelo and to reimburse the guest for a valid customer claim with respect to lower Rates on other websites. **Failure to comply with this provision shall be deemed an especially serious breach of contract and may result in termination of the Contract.**

**3.7. Rates.** You agree that the Rates and Rate Plans you provide to Destinelo will be equal to or better than those made available through Your own or any third-party booking or distribution channels. Any rules, restrictions, policies, and/or conditions (including rules associated with cancellation) applicable to any service that You make available through Destinelo shall be no more restrictive than those applicable to any comparable service that You make available through Your own or any third-party booking or distribution channels.

**3.8. Complaints.** You agree to respond to any guest complaints relating to Your Property or Service in a prompt and reasonable manner. If a guest cancels all or part of an Individual Booking as a result of dissatisfaction with Your services, Destinelo may refund some or all of the amounts paid by such Guest for such an Individual Booking, and You will reimburse Destinelo for any such refunded amounts within thirty (30) days of receipt of written request for reimbursement.

**3.9. Health and Safety.** At Destinelo's request, You agree to promptly provide Destinelo with a copy of Your annual operating license and/or similar certificate(s), if any, indicating Your compliance with the health and safety obligations required for You to operate legally in the jurisdictions in which You operate. In addition, Destinelo may provide You with a health and safety self-assessment questionnaire from time to time, and You agree to supply the information requested in the self-assessment in a timely manner.

## **IV. Loading and Display of Rates and Information**

### **4.1. Service Information; Destinelo's Partner Admin Panel.**

You agree to use Destinelo's Partner Admin Panel to enter or modify all relevant information relating to Rates, availability, applicable Tax rates, Accommodation Fees, Property, Room and Cabin Information, Car rental rates, Tour and Cruise rates, cancellation and no show policies, and/or to modify Your account information and preferred payment and notice practices, each to the extent necessary to enable Destinelo to properly display relevant information about Your services and otherwise as permitted or required under this Contract. You acknowledge that You are responsible for the accuracy of all facts and information related to or provided by You that are entered into Destinelo's Partner Admin Panel or displayed in the Destinelo Booking System. You agree to advise Destinelo immediately if any such information (including information related to the Property, Car rental, Cruise or Tour) is incomplete or inaccurate.

**4.2. Rate Information.** You authorize Destinelo to calculate on Your behalf and in accordance with this Contract, the Rates, together with any Fees, Taxes, or other amounts payable, based on information entered by You through Destinelo's Partner Admin Panel (or otherwise provided by You to Destinelo in a manner acceptable to Destinelo) and any such action by Destinelo to derive **such Rates, Fees, Taxes, or other amounts on Your behalf shall be deemed to be Your action**, for purposes of this Contract. Notwithstanding the foregoing, You acknowledge that **You will immediately notify Destinelo if You believe that Destinelo has incorrectly derived any Rates,**

**fees, charges or other amounts relating to Your services.** You agree to honor all Individual Bookings made during the term of this Contract at the Rate in Destinelo's Partner Admin Panel and at the Service Price (together with the relevant Fees and/or Taxes) shown on Destinelo's Partner Admin Panel at the time such an Individual Booking occurred, including Individual Bookings with stay-dates occurring after the expiration or termination of this Contract. You agree to update the Rates, applicable Tax rates and Fees, (or the information entered by You necessary for Destinelo to derive them) as necessary and in accordance with this Contract. You agree that Your Rates and Fees will not unlawfully increase in reaction to the occurrence or threatened occurrence of a Force Majeure Event. **You accept that You will not require guests to pay any fees or surcharges relating to their payment process or method (e.g., guests will not be charged any fees or surcharges for credit or debit card payments).**

**4.3. Intellectual Property Merchandising.** You grant Destinelo and its Affiliates the worldwide, nonexclusive, royalty-free, fully paid right and license, in any and all media now known or hereafter discovered or developed, to use, reproduce, distribute and display the Service Information for purposes of identifying, promoting, merchandising and/or obtaining Individual Bookings for your Service. In addition, You agree to provide Destinelo reasonable free access to the Property in order to obtain images for purposes of identifying, promoting, merchandising and/or obtaining Standalone Bookings for the Property. You represent and warrant that You are the owner or authorized licensee of all Information related to Property, Accommodation, Car rental, Tour or Cruise and and that such content, and Destinelo's and its Affiliates' use, reproduction, distribution and display of such content, does not and will not violate the rights of any third party. To the extent Your consent is required for Destinelo to utilize the right and license above, You hereby represent that You have all necessary rights and provide Your consent and agree that Your consent may be shared directly with third parties. Any additional advertising or marketing to be performed for You or the Services shall be governed by Destinelo's then-standard marketing terms and conditions. Destinelo may remove or edit any Service Information that Destinelo believes to be inaccurate or inappropriate. This Contract does not grant to You or the Service any ownership interest in, or any express or implied license or right to, any of the Materials or to any software or intellectual property rights owned by or licensed to Destinelo or its Affiliates. The Service Information You provide to Destinelo under this Contract will be equal to or better than what You make available through Your own or any third-party booking or distribution channels.

**4.4. Destinelo Star Class Ratings.** Subject to applicable laws and regulations, if You are an accommodation owner, You agree that (i) Destinelo will make the final determination of the Destinelo star class rating assigned to the Your Property, and (ii) the Destinelo star class rating assigned to the Property may be changed by Destinelo from time to time in its sole discretion. To the extent You have an officially mandated star class rating, You agree to provide such star class rating, and its source, to Destinelo.

**4.5 Display of Special Programs and Discounts.** Services displayed on Destinelo will appear in an order determined by Destinelo in its sole discretion. Destinelo's determination of the display is based upon and influenced by numerous factors. In addition, You agree that Destinelo and/or certain of its Affiliates may also on occasion offer discount pricing for Your Services (e.g., through limited offers of general coupons or limited promotions on fenced channels); provided that (i) any such offers shall be available with respect to a broad number of Services and not limited to Your Service and (ii) to the extent You and Destinelo have not agreed otherwise with respect to any particular offer, any such discount will be funded by a reduction to the Commission Fee otherwise payable by You to Destinelo (or retained by Destinelo). At Your request and upon reasonable notice, Destinelo will meet with You to discuss any such offers and Your participation in them. You acknowledge and agree that benefits offered to Customers by Destinelo and its Affiliates through their respective loyalty programs or through customer service coupons shall not be a violation of this Contract.

## **V. Cancellation by the Customer**

5.1. If the Customer cancels the Individual Booking in accordance with the cancellation conditions given by the Partner before making the reservation, the Parties shall delete the booking from the Destinelo booking system and shall simultaneously apply the legal consequences appearing in section 5.4 of the General Terms and Conditions.

5.2. The Partner must notify Destinelo of any off-site cancellation (i.e. a cancellation that is not registered in the Destinelo Booking system) by a Customer within one (1) business day of said cancellation. Failure to do so will result in the Service being listed as booked.

5.3. You agree that the cancellation and no-show policies You offer through Destinelo will be at least as favorable as any cancellation or no show policies offered by You through Your own or any third-party booking or distribution channels. Subject to the terms and conditions of Your cancellation policy, Destinelo reserves the right to cancel an Individual Booking at any time. Except as may be made available to You in Destinelo's Partner Admin Panel, You shall not cancel any Individual Booking and shall not encourage Customers to cancel Individual Bookings. If You do not enter Your cancellation policy into Destinelo's Partner Admin Panel, Destinelo's default cancellation policy will apply.

5.4. If the Customer must pay a cancellation fee for any reason (no-shows, cancellations or similar booking modifications) in accordance with the Partner's cancellation policy uploaded earlier, Destinelo is entitled to claim the Commission Percentage on the basis of this penalty amount charged to the Customer. The rest of the Penalty amount is due to the Partner (minus banking and/or e-banking transaction charges, if any.)

5.5. Due to the high Tax rates of international bank transactions and with the interest of the Partner in mind, the Parties shall agree on the frequency of said transactions.

## **VI. Compensation, Commission Fee, Terms of payment**

**6.1. Compensation Percentage.** For each Individual Accommodation, Rent-a-car, Tour or Cruise Booking, Destinelo will be entitled to the Compensation Percentage also known as the "Commission Fee". The Commission Fee will be deducted and retained from the Total Price directly in the Destinelo booking system. The remaining amount is to be collected from the Customer on location by the Partner.

**6.2.** The Parties acknowledge and agree that the Commission Fee agreed for any Individual Booking made under this Contract adequately covers any marketing, IT and any other costs and expenses incurred by Destinelo in the ordinary course of its business in relation to its facilitation of such Individual Bookings in accordance with the provisions of this Contract.

**6.3.** The Parties further acknowledge that Destinelo will not incur any exceptional and/or additional expenditure relating to procuring any Individual Bookings for the Services of its Partners without their prior agreement to reimburse Destinelo fully for any such exceptional and/or additional expenditure, e.g. in relation to any third party marketing costs to be incurred by Destinelo specifically in connection with the promotion of the Services of its Partners.

**6.4.** You acknowledge that Destinelo has the right to increase the Commission Fee at its discretion. If there's a change in the general or individual Compensation Percentage, Destinelo will inform its Partners of the changes.

**6.5.** Any kind of Compensation (not limited to the Commission Fee) to Destinelo shall be paid in cleared funds, without any deduction or set-off, and exclusive of and without any deduction for, or on account of, any taxes, imports, duties, charges, fees or withholdings of any kind. In the event that You are required to make such a deduction or withholding, You agree that the Standalone Compensation will not be less than the Standalone Compensation that Destinelo would have

received had no deduction or withholding been required.

6.6. When Destinelo submits invoices to You for Compensation other than the Commission Fee through Destinelo's then-current invoicing system, You agree that payment for all invoices shall be due upon receipt using one of the payment options available to You in Destinelo's Partner Admin Panel (unless otherwise agreed by the Partners). If You are unable to access the Partner Admin Panel, Your payment method will be determined by Destinelo and communicated to You.

6.7. You agree that if Your payment method results in Destinelo incurring bank fees or other similar charges, You will reimburse Destinelo for such bank fees or similar charges. Unless otherwise agreed by the Parties, payments not made by the Partner within fifteen (15) days of the date of the invoice may be subject to late charges equal to 2%, or the maximum amount permitted by law, whichever is lower, of the outstanding balance for each month or portion thereof the payment is overdue.

6.8. The Partner is **not relieved** from paying the Commission Fee in the event of a no-show or off-site cancellation or similar change to a booking, **unless the Partner has notified Destinelo** of the relevant no-show, cancellation or similar change in the manner and within the time period set forth in Destinelo's Partner Admin Panel, as the same may be updated by Destinelo from time to time. Destinelo also may contact guests to confirm the accuracy of any documentation submitted by the Partner in connection with any such notice. **Destinelo reserves the right to make changes or updates to its invoicing system, payment methods and/or invoicing requirements at any time.**

**6.9. Taxes.** You acknowledge that You are solely responsible for the accuracy of Tax rate information, the identification of applicable Taxes and any changes to the Tax rates entered into Destinelo's Partner Admin Panel. You are responsible for accounting to the relevant tax authorities for any Taxes applicable to any amounts received by You in consideration for Your services. **If requested by Destinelo. You will promptly provide Destinelo with valid Tax invoices in respect of any transactions entered into under this Contract, where Taxes are chargeable under applicable law.**

**6.10. Disputes; Other Charges.** If a dispute arises with respect to any payment obligation under this Contract, the Parties will work together in good faith to resolve such dispute, and until such dispute has been resolved in a manner satisfactory to the Parties, You will not (i) apply any payment received for any other Individual Booking or invoice to the disputed Individual Booking invoice, (ii) charge or attempt to charge the Customer directly for the disputed amount, (iii) refuse to honor any Customer's Individual Booking, or (iv) take any other action likely to interfere with the fulfillment or enjoyment of any Customer's Individual Booking. **You are responsible for any changes or services requested by a guest directly from You and You are solely responsible for collecting from the guest any charges for such changes or services.**

## **VII. Protection of data, confidential information and privacy rights**

7.1. The parties shall, in accordance with the laws in force and as modified from time to time, treat as a business secret all facts, information, data and solutions arising from their mutual activities that they have become aware of in the course of their contractual relationship. This does not include public data made available to travellers or to other third parties. Unauthorised access to such data and information by third parties shall be deemed a breach of confidentiality regarding the business secrets. The effect of this provision also extends to third persons connected to parties through contracts of employment, engagement, or via other legal relationships.

**7.2. Confidentiality.** The Parties agree that any confidential, proprietary, know-how or trade secret information of any Party in any form that is designated as "confidential" or that a reasonable person knows or reasonably should understand to be confidential ("Confidential Information") will only be used as specifically permitted by the terms and conditions of this Contract. Without

the express written consent of the Party whose information will be disclosed, during and after the Term of this Contract, no Party will disclose or allow the disclosure of any Confidential Information of another Party to any third party, except that a Party may disclose Confidential Information to its employees, directors, agents, independent contractors and consultants on a need-to-know basis, provided that said Party has executed appropriate written agreements with each such individual or entity sufficient to enable compliance with all the provisions of this Section. For the avoidance of doubt, "Confidential Information" includes, but is not limited to, information (i) provided by a Customer in connection with any Individual Booking, or (ii) provided by Destinelo or any of its Affiliates, or otherwise obtained by You, in connection with this Contract, including without limitation, the terms and conditions of this Contract. "Confidential Information" does not include any information that (A) becomes publicly available without the receiving Party's breach of any obligation owed to the disclosing Party, (B) was known to the receiving Party prior to the disclosing Party's disclosure of such information, (C) became known to the receiving Party from a source other than the disclosing Party where such source did not breach an obligation of confidentiality owed to the disclosing Party, or (D) is independently developed by the receiving Party. A Party may disclose another Party's Confidential Information if required to do so to comply with a court order or other government demand that has the force of law; provided, that prior to disclosure, the disclosing Party must seek the highest level of protection available and provide the other Party with reasonable notice to seek a protective order. All Confidential Information will remain the exclusive property of the disclosing Party.

**7.3. Personal Data and Security.** You agree that You have in place and will maintain, or will establish and maintain, adequate security procedures and controls to prevent the unintended disclosure of, and the unauthorized access to or misappropriation of, any personal data or information of any guest. Unless you receive consent directly from the guest, You will not directly or indirectly engage in any solicited or unsolicited marketing, promotional, or similar communications with any guest that has booked a room through Destinelo. You will process, store, transmit and access any guest information that includes payment information (including, without limitation, credit card, debit card, or financial account information) in compliance with applicable law including the EU Data Protection Directive (and all laws promulgated thereunder), in each case as the same may be amended, updated, replaced or augmented. Upon Destinelo's request, You will provide evidence that You have established and maintain technical and organizational security measures governing the processing of personal data.

## **VIII. Liability; enforcement of warranty claims**

8.1. Destinelo has no obligation to achieve a result with regard to the Partner, despite the fact that it receives a commission for bookings.

8.2. Destinelo shall not be held liable for searches for accommodation/car rentals/tours/cruises or the absence thereof resulting from the Partner having entered insufficient data.

8.3. Destinelo shall not be held liable for any damage sustained by the Partner or by a third party and caused by the Customer, including in particular the failure to make use of the accommodation/car rental/tour/cruise or breach of the conditions for use of the aforementioned services.

8.4. Destinelo shall not be held liable with regard to the traveller or with regard to other third parties for claims against the Partner if the specifications of the Service differ from those described in the data uploaded by the Partner, or with regards to the veracity of said data. **The Partner shall bear the sole responsibility for any changes and modifications to the Service that has not been posted to the Partner Admin Panel designed for the Partners.**

**8.5. Limitations.** (i) Destinelo may, at any time and in its sole discretion, refuse to offer, display, or list for booking any of Your services made available by You through Destinelo. Destinelo makes no representations or warranties regarding the Destinelo Booking System or Your

accommodation/rooms, tours, cruises/cabins, cars, including any temporary or permanent interruption of the operation of Destinelo, or with respect to the number, frequency, or type of services booked through Destinelo. Nothing in this Contract constitutes a sale or rental of services to or by Destinelo. (ii) Except as expressly described in this Contract, to the maximum extent permitted by law, You acknowledge that Destinelo will not be liable for any indirect, special, incidental, or other consequential damages arising out of or relating to this Contract or for any direct or indirect lost profits or revenue or business, or lost or corrupted data or lost anticipated savings or goodwill or reputation, including costs or expenses (including attorneys' fees and expenses). (iii) Except as expressly described in this Contract, no Party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. (iv) Nothing in this Contract shall limit or exclude either party's liability for fraud, death or personal injury caused by negligence or any other liability which cannot be limited by law.

**8.6. Representations and Warranties.** In addition to any other representations and warranties made by You in this Contract, You hereby represent and warrant that: (i) You have authorized the individual entering into this Contract on Your behalf to take such action on Your behalf, (ii) this Contract is validated either by sending a signed copy to Destinelo or by sending an email confirmation of accepting the Terms of the Contract (iii) this Contract constitutes a valid and binding obligation enforceable against You in accordance with its terms, (iv) the performance of Your obligations under this Contract will not violate any agreement or obligation between You and any third party, (v) Your performance under this Contract will comply with the terms of this Contract, and (vi) You hold all licenses, permits and authorizations required to make Your accommodation/rooms, tours, cruises/cabins, cars available for booking through the Destinelo System and to otherwise comply with Your obligations under this Contract.

**8.7. Indemnification.** Destinelo agrees, at its expense, to indemnify, defend and hold harmless You and any of Your officers, directors, employees, or agents against any third-party claim, action, loss, damage, expense or other liability (including without limitation, attorneys' fees and expenses) arising from any breach by Destinelo under this Agreement, including, without limitation, a breach of any representation, warranty or covenant. You agree, at Your expense, to indemnify, defend and hold harmless Destinelo, each of its Affiliates and any of Destinelo's or any of its Affiliates' officers, directors, employees, or agents against any third-party claim, action, loss, damage, expense or other liability (including without limitation, attorneys' fees and expenses) arising from or relating to (i) Your accommodations or services, (ii) the performance of Your duties and obligations under this Contract or any breach or default by You under this Contract, including, without limitation, a breach of any representation, warranty or covenant, or (iii) any allegation that Destinelo's or any of its Affiliates' use, reproduction, distribution or display of the Property and Room Information as permitted under this Contract infringes or misappropriates the intellectual property rights of any third party. You agree to use counsel reasonably satisfactory to Destinelo to defend any indemnified claim, and Destinelo may participate in the defense or settlement of any claim at any time using attorneys selected by Destinelo. You also agree not to consent to the entry of any settlement or judgment without Destinelo's prior written consent, which consent will not be unreasonably withheld.

**8.8. Miscellaneous.** Each Party will fully comply with all international, national, state, federal or local laws, regulations and treaties applicable to its business and operations. You acknowledge that Destinelo provides bookings for multiple services, including Your competitors, and that Destinelo has no obligation to disclose any terms relating to Destinelo's relationship with other Partners. This Contract is not intended to and does not create a partnership or joint venture relationship between or among the Parties. A Party's failure to perform under this Contract, is excused if the failure results from a Force Majeure Event. A Party whose performance is impaired as a result of a Force

Majeure Event shall promptly notify the other Parties. No Party may assign or otherwise transfer in any manner (whether voluntary or involuntary, or by operation of law, sale of securities or assets, merger, reorganization or otherwise) this Contract, or any of its rights or obligations under this Contract, without the other Party's prior written consent; provided, however, that Destinelo may assign any of its rights or obligations to any of its Affiliates. Any purported assignment in contravention of the preceding sentence will be void and of no force or effect. This Contract is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns. No provision in this Contract may be waived, unless such waiver is confirmed in a writing signed by the Parties. If any part of this Contract is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Contract continues in effect. The language of this Contract will be English and any translation of this Contract into a language other than English will be for reference purposes only. In the event of a conflict of interpretation, the English language will prevail.

## **IX. Amendment and Termination of the Contract**

9.1. The Parties may terminate the contract by making a unilateral written statement, which may be sent electronically as well, giving one (1) day of notice.

9.2. The Parties shall settle their accounts with one another upon the termination of the Contract.

9.3. Amendment. Destinelo reserves the right to modify and impose new or additional terms and conditions to this Contract at any time. Destinelo will provide written notice of any such changes to the terms. If You do not accept such modifications or new or additional terms and conditions, You may terminate this Contract upon written notice to Destinelo. Your failure to exercise Your right to terminate this Contract within thirty (30) days after notice of any modification or new or additional terms and conditions to this Contract will constitute Your acceptance of such changes. No modification of this Contract by You shall be binding upon Destinelo without its prior written consent.

9.4. Destinelo may terminate this Contract with immediate effect upon written notice to You should any government regulatory entity or any of its agencies, including but not limited to any state gaming commission, require that Destinelo be investigated, registered or licensed in any form as a result of this Contract.

## **X. Miscellaneous and closing provisions**

10.1. The parties shall settle all disputes amicably, failing this, they agree to be bound by the exclusive jurisdiction of the Court of the City of Belgrade, Serbia.

10.2. **Notices.** All notices must be in English, in writing by electronic transmission. Destinelo may also provide notice to You by electronic transmission. Notices are deemed delivered and received by electronic transmission, when directed to an electronic mail address entered into Destinelo's Partner Admin Panel by You. Destinelo's electronic mail address dedicated to communication with Partners is [partners@destinelo.com](mailto:partners@destinelo.com).

Your notice address/fax/electronic mail address will be Your then-current address/fax/electronic mail address as entered into Destinelo's Partner Admin Panel by You.

10.3. Contact details of Destinelo:

Seat: Starca Vujadina 4, Zemun, 11080, Belgrade, Serbia

Phone number: +381/640379566

Web adress: <http://www.destinelo.com>

E-mail (for communication with Partners): [partners@destinelo.com](mailto:partners@destinelo.com)

Web address of Destinelo's Partner Admin Panel: <http://www.destinelo.com/partners-page/>