

TERMS AND CONDITIONS FOR THE USE OF THE LUXURIST CONCIERGE SERVICE (HB and BOL END CUSTOMERS)

IMPORTANT: PLEASE CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE USING THE LUXURIST CONCIERGE. BY USING THE LUXURIST CONCIERGE, YOU AGREE TO THESE TERMS OF SERVICE IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE IN THEIR ENTIRETY, YOU MUST STOP USING THE LUXURIST CONCIERGE AND ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE LUXURIST CONCIERGE.

GENERAL INFORMATION ON THE TERMS AND CONDITIONS OWNER

These TERMS AND CONDITIONS FOR THE USE OF THE LUXURIST CONCIERGE SERVICE are owned and managed by **LUXURIST BOOKING SAS** (the "**Luxurist**"), headquartered in Patchwork - 3 rue de Stockholm 75008 Paris (France), registered in Paris, Trade and Companies Register under number 938 067 816 R.C.S. Paris

The Luxurist is a joint venture company of the Hotelbeds Group.

THE TERMS AND CONDITIONS

In these Terms, the words "**you**" and "**your**" refers to the end customer accessing or using The Luxurist Concierge Service.

BEDSONLINE (BOL) and HOTELBEDS (HB) each offers a concierge service through The Luxurist (the "**The Luxurist Concierge Service**") to both Travel Distributors booking, and the traveler consuming the a booking ("**End-Customer**") a HB or BOL accommodation product tagged as "The Luxurist" (herein the **The Luxurist Travel Product**"). The concierge service shall consist of certain support and assistance to the End-Customer which may include but not limited to direct referral to third-party suppliers for the provision of additional services that may be requested by End-Customer, subject to the following Terms and Conditions of Service (the "**Concierge Terms**").

The Luxurist Concierge Service consists in the provision of personal assistance on requests related to the travel services available and/or booked through Bedsonline website or Hotelbeds API. The Luxurist Concierge Service is provided to the end-consumer by e-mail and WhatsApp. The service is available 24/7 on request.

End consumers may use The Luxurist Concierge Service when they have booked a hotel accommodation featuring The Luxurist promotion either through Bedsonline website or Hotelbeds API.

By contacting The Luxurist Concierge Service, you agree to voluntarily provide some personal data as may be necessary to perform the Concierge Service requested and on the processing of your personal data by The Luxurist Concierge Service for the provision of the Concierge Services.

You can contact The Luxurist Concierge Service to request:

- i. Assistance for booking any additional travel arrangement, including, without limitation, transfers, experiences, car rental, etc.
- ii. Information on your destination
- iii. Recommendations and/or references for activities at your trip's destination

When you request assistance for booking any additional travel arrangement, the Luxurist Concierge Service can connect you with suppliers offering the travel service (each, a "Merchant") requested at your trip's destination. In such case, the contract for the provision of the service will be between you and the Merchant of the travel service and you will pay directly to the supplier of the travel service.

With respect to the The Luxurist Concierge Service, The Luxurist, HB and BOL are not affiliated with any third-party Merchant whose products or services may be booked directly by you or reserved or booked by The Luxurist on your behalf, in connection with The Luxurist Concierge Service.

You acknowledge and accept that neither The Luxurist, Hotelbeds nor Bedsonline shall be held liable for any acts, omissions, breaches or negligence of the Merchant of the additional services requested via The Luxurist Concierge Service, or any direct or indirect damages or expenses resulting from the aforesaid, including but not limited to damages resulting from death, injury, illness, damage, loss, accident, theft, delays or any other irregularity or quality issues which may arise whether directly or indirectly, from the supply of the additional services provided by the Merchant referred to by The Luxurist Concierge Service.

In no event shall The Luxurist, Hotelbeds nor Bedsonline be liable for (i) your use or inability to use The Luxurist Concierge Service; (ii) any third-party website, content or resource recommended by The Luxurist Concierge Service; (iii) any inaccuracy, incompleteness or misinformation contained in any information provided through The Luxurist Concierge Service ; (iv) errors in the system or network causing service interruptions; or (v) any other use by you of the service.

Use of The Luxurist Concierge

The Luxurist may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of The Luxurist Concierge, temporarily or permanently, including the availability of any features of The Luxurist Concierge or access to any parts of The Luxurist Concierge, at any time with or without notice to you. You agree that The Luxurist shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

You may terminate the use of The Luxurist Concierge at any time. Likewise, The Luxurist may suspend, discontinue or terminate your access to or use of The Luxurist Concierge at any time immediately and without prior notice or obligation to you (i) in case of breach of The Luxurist's Terms, or (ii) for any other reason, as determined by The Luxurist in its sole discretion. The Luxurist may notify you of any such suspension, discontinuance or termination by posting a notice on the Website, on any webpage opened when using The Luxurist Concierge, by email to an email address provided to The Luxurist

Concierge upon enrollment or thereafter, or in any other manner. Upon receipt of such notice, the use of The Luxurist Concierge must be discontinued during the period of suspension (for a suspension) or permanently (for a discontinuance or termination).

Any provisions that by their nature should survive termination shall also survive any termination of the use of The Luxurist Concierge. The Luxurist shall not be liable to you for any suspension, discontinuance, termination, change or modification of the use of or access to The Luxurist Concierge.

License Grant

The Luxurist grants you using The Luxurist Concierge a limited, revocable, non-exclusive, non-sublicensable and otherwise non-transferable license to access and use The Luxurist Concierge strictly in accordance with these Terms. The Luxurist may in its sole discretion suspend, discontinue or terminate this license at any time for any reason. No part of The Luxurist Concierge may be reproduced in any form, stored or incorporated into any information retrieval system, electronic, mechanical or otherwise. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer The Luxurist Concierge or any portion thereof. Likewise, you may not use any device, software or routine to interfere or attempt to interfere with the proper working of The Luxurist Concierge and may not take any action that imposes an unreasonable or disproportionately large burden on The Luxurist Concierge's system as determined by The Luxurist at its sole discretion. All rights not expressly granted to you are reserved by The Luxurist.

Proprietary Rights

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User Conduct

In accessing or using the Service, you must refrain, without limitation from:

- Using The Luxurist Concierge in breach of these Terms;
- Using The Luxurist Concierge for fraudulent purposes;
- Disrupting or interfering with the security of, or otherwise abuse, The Luxurist Concierge;
- Creating or using a false identity on The Luxurist Concierge;
- Attempting to obtain unauthorized access to The Luxurist Concierge or any part of it that is restricted from public access;
- Using the Service in an illegal manner or to encourage or advocate illegal activity;
- Using the Service in breach of any third-party website's terms and conditions.

In addition, both you shall comply with all applicable local, state, national and international laws, regulations and other legal requirements that relate to the use of The Luxurist Concierge, being obliged to act consistent with the requirements set forth in these Concierge Terms.

You shall immediately notify us if you suspect illegal, fraudulent or abusive activity, or any activity in violation of these Concierge Terms, including any unauthorized access to your Account. In such case, cooperation with us will be required to carry out any investigation and to use any prevention measures we prescribe.

Disclaimer of Warranties

THE SERVICE, IN WHOLE AND IN PART, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE LUXURIST MAKES NO REPRESENTATION OR WARRANTY:

- THAT THE SERVICE WILL FUNCTION AS INTENDED, WILL BE AVAILABLE OR WILL BE UNINTERRUPTED, SECURE OR OMISSION-FREE OR ERROR-FREE;
- AS TO THE GOODS OR SERVICES PURCHASED FROM MERCHANTS IN RELIANCE ON INFORMATION STORED WITH OR OTHERWISE AS A RESULT OF USE OF THE SERVICE;
- THAT DEFECTS, OMISSIONS OR ERRORS IN THE SERVICE WILL BE CORRECTED;
- THAT THE SERVICE WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS;
- AS TO THE QUALITY, ACCURACY, COMPLETENESS AND VALIDITY OF ANY INFORMATION OR MATERIALS YOU RECEIVE IN CONNECTION WITH THE SERVICE;
- THAT TRANSMISSIONS THROUGH THE SERVICE WILL BE SECURE;
- THAT YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS; OR
- THAT DATA COLLECTED, STORED OR PROCESSED THROUGH THE SERVICE WILL BE AVAILABLE, SECURE OR OMISSION-FREE OR ERROR FREE.

Data Protection

Please be advised that your Personal Data is processed solely for the purpose of delivering the requested Concierge Services. Your data has been obtained from the Travel Distributor, on the understanding that you were informed in advance by the Travel Distributor of this processing activity. The Luxurist acts exclusively as a Data Processor in this context and therefore disclaims any responsibility should you not have been informed of such processing by the Travel Distributor.

The Luxurist guarantees that it has implemented the necessary technical and organizational measures to ensure a level of security appropriate to the nature of the personal data processed. You are hereby informed that your personal data stored within The Luxurist's databases will only be transferred or

disclosed to third parties when necessary for the proper delivery of the Services. Such third parties will be those within the leisure, hotelier, hospitality sector or other sectors specifically requested by you.

For additional details on how The Luxurist processes your Personal Data or how to exercise your data protection rights: right of access, rectification, deletion or right to be forgotten, limitation, opposition, portability and withdrawal of the consent given including your data protection rights, please refer to our Privacy Policy (<https://www.theluxurist.com/privacy-policy>).