

# TERMS AND CONDITIONS FOR THE USE OF THE LUXURIST CONCIERGE SERVICE (HB and BOL TRAVEL DISTRIBUTORS)

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**IMPORTANT: PLEASE CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE CONTACTING THE LUXURIST CONCIERGE SERVICE. BY CONTACTING THE LUXURIST CONCIERGE SERVICE, 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 CONTACTING THE LUXURIST CONCIERGE SERVICE SERVICE. \***

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## **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 Travel Agency, Tour Operator, Bedbank, etc. (the "**Travel Distributor**") 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 travel agents (TA) 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**"). In this context, Travel Distributors shall ensure that your End-Customer has also read, fully understood, agreed and freely accepted the Concierge Terms for End Customers before your end customer requests, accesses or receives the Luxurist Concierge Services.

The Luxurist Concierge Service consists in the provision of personal assistance on requests related to a confirmed booking of the Luxurist Travel Product available and/or booked through BOL website or HB API. The Luxurist Concierge Service is made available to the Travel Distributor by e-mail and phone and to the End-Customer by e-mail and WhatsApp. The service is available 24/7 on request.

Travel Distributors and End-Customer may use The Luxurist Concierge Service when they have a confirmed booking of a Luxurist Travel Product either through Bedsonline website or Hotelbeds API.

With respect to The Luxurist Concierge Service, The Luxurist, HB and BOL are not affiliated with any third-party merchants (each, a "Merchant") whose products or services may be booked directly by you on behalf of End-Customer or reserved or booked by The Luxurist on your behalf, in connection with The Luxurist Concierge Service.

Travel Distributor acknowledges and accepts, and shall ensure that the end customer acknowledges and accepts, that neither The Luxurist, Hotelbeds nor Bedsonline shall be held liable for any acts, omissions, breaches or negligence of the ultimate supplier 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 independent suppliers referred to by The Luxurist Concierge Service.

In no event shall The Luxurist, HB or BOL be liable for: (i) your or End-Customer's 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 by The Luxurist Concierge Service; (iv) errors in the by The Luxurist Concierge Service system or network causing service interruptions; or (v) any other use by you or the end-consumer of the service.

Should Travel Distributors having a Bedsonline account require additional non-accommodation service from the The Luxurist Concierge Service and such additional service is available at Bedsonline website, Travel Distributors hereby authorizes The Luxurist Concierge Service to purchase the requested additional service from the Bedsonline platform on behalf of the Travel Distributor and using the credentials provided by the Travel Distributors on the Bedsonline platform. For the avoidance of doubt, the sale of any additional non-accommodation service shall be considered for all purposes as between Bedsonline and the Travel Distributor, including invoicing and payment, which shall be in accordance with the customary practice between Bedsonline and the Travel Distributor.

## **Use of The Luxurist Concierge Service**

The Luxurist may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of The Luxurist Concierge Service, temporarily or permanently, including the availability of any features of The Luxurist Concierge Service or access to any parts of The Luxurist Concierge Service, 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 and end-consumers may terminate the use of The Luxurist Concierge Service at any time. Likewise, The Luxurist may suspend, discontinue or terminate your or any of end-consumers access to or use of The Luxurist Concierge Service at any time immediately and without prior notice or obligation to you or the end consumers (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 or the end-consumer of any such suspension, discontinuance or termination by posting a notice on the Website, on any webpage opened when using The Luxurist Concierge Service, by email to an email address provided to The Luxurist Concierge Service upon enrollment or thereafter, or in any other manner. Upon receipt

of such notice, the use of The Luxurist Concierge Service 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 Service. The Luxurist shall not be liable to you or the end-consumer for any suspension, discontinuance, termination, change or modification of the use of or access to The Luxurist Concierge Service.

## **License Grant**

The Luxurist grants you and to any end-consumer using The Luxurist Concierge Service a limited, revocable, non-exclusive, non-sublicensable and otherwise non-transferable license to access and use The Luxurist Concierge Service 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 Service may be reproduced in any form, stored or incorporated into any information retrieval system, electronic, mechanical or otherwise. Neither you nor end-consumers may use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer The Luxurist Concierge Service or any portion thereof. Likewise, neither you nor end-consumers may use any device, software or routine to interfere or attempt to interfere with the proper working of The Luxurist Concierge Service and may not take any action that imposes an unreasonable or disproportionately large burden on The Luxurist Concierge Service's system as determined by The Luxurist at its sole discretion. All rights not expressly granted to you or the end-consumer are reserved by The Luxurist.

## **Proprietary Rights**

All ownership rights and title in and to The Luxurist Concierge Service, including all Content therein, are owned by The Luxurist and its licensors and protected under applicable copyrights, trademarks and other proprietary (including, without limitation, intellectual property) rights and international treaties. Unless and except as expressly stated in these Terms, you may not reproduce, perform, create derivative works from, republish, upload, post, transmit or distribute in any way The Luxurist Concierge Service, or any portion therein, including, without limitation, any content, without the prior written permission of The Luxurist.

## **User Conduct**

In accessing or using the Service, you and end-consumers must refrain, without limitation from:

- Using The Luxurist Concierge Service in breach of these Terms;
- Using The Luxurist Concierge Service to build package on your behalf;
- Using The Luxurist Concierge Service for fraudulent purposes;
- Disrupting or interfering with the security of, or otherwise abuse The Luxurist Concierge Service;
- Creating or using a false identity on The Luxurist Concierge Service;

- Attempting to obtain unauthorized access to The Luxurist Concierge Service or any part of it that is restricted from public access;
- Posting any copyrighted (or other proprietary) material unless the copyright (or other proprietary right) is owned by you or you or the end-consumer have the right to do so; and
- Using the Service in breach of any third-party website's terms and conditions.

In addition, both you and end-consumers 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 Service, being obliged to act consistent with the requirements set forth in these Concierge Terms.

Both you and/or end-consumers 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**

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and all other applicable data protection

regulations, all personal data provided when using the Concierge Service will be processed in accordance with the provisions of The Luxurist privacy policy and the entered Data Protection Agreement entered between you and LUXURY BOOKING SAS.

You shall bear sole responsibility for informing data subjects of the processing of their personal data by The Luxurist as required for the provision of the Concierge Services. Such information shall include, at a minimum, a clear explanation of the reasons for processing and the manner in which the personal data will be processed and shared with The Luxurist and how data subject can exercise their data protection rights: right of access, rectification, deletion or right to be forgotten, limitation, opposition, portability and withdrawal of the consent given which is also defined and explained in more detail in The Luxurist's Privacy Policy (<https://www.theluxurist.com/privacy-policy>).

The Luxurist guarantees that it has adopted the necessary technical and organizational measures to maintain the required level of security, in view of the nature of the personal data processed. The Travel Distributor is informed that their personal data that are stored in The Luxurist databases will only be transferred or communicated to third parties for the correct provision of the Services.

Should you not qualify as a Travel Distributor, you shall additionally be obligated to furnish the Travel Distributor with a copy of this document and the Data Processing Agreement (DPA) annexed to the Service Provision Agreement to ensure compliance with applicable data protection obligations.

Under no circumstances shall The Luxurist be held liable for any failure on your part of to provide the necessary notice to data subjects and/or Travel Distributors. In the event of any such failure, including but not limited to failure to adequately inform data subjects or the unauthorized transfer of personal data without prior notice to the data subjects, you shall indemnify, defend, and hold harmless The Luxurist from and against any and all claims, liabilities, losses, damages, or expenses (including reasonable attorneys' fees) arising out of or related to such failure.