
GENERAL TERMS AND CONDITION OF CONTRACT FOR SALE OF TOURIST SERVICES

1. DEFINITIONS

In this Agreement, the following definitions will apply (also in their respective plural form):

“Quotation” means the details of the tourist services requested by the Customer, including the conditions and the features that regulate the use of the services requested;

“Quote Confirmation” means the binding request of tourist services in favour of one or more Travellers made by the Customer through the Platform Alyda or by e-mail and compliant with the Quotation.

“Proforma Invoice” means the confirmation by Alidays of the Tourist Services requested by the Customer, with the price.

“Agreement” means what is contained in this contract, as well as in the Quotation, in the Quote Confirmation, and in the other conditions that regulate the use of the services requested and any mutually agreed upon program or addendum;

“Platform” means Alidays’ reservation system that allows the Customer to identify and request Tourist Services and receive confirmation of them

“Rates” means the price offered by Alidays to the Customer for the sale of the Tourist Services;

“Tourist Service” means a service to the traveller, including but not limited to: hotel or other accommodation, sightseeing tours, excursions, guided or unguided visits, private or group transfers, car rental or similar service, airline, rail, sea tickets and tickets for any other means of transportation, tickets for museums, theatres, events, concerts, etc..

“Ticket” means a title related to a Tourist service such as: *i)* air, rail, ship or other means of transportation; *ii)* museum; *iii)* theatre *iv)* concert or other type of event;

“Terms and Conditions Governing the Use of Services” means any conditions, terms or

information about the specific Tourist Services requested from Alidays by the Customer;

“Customer” means the Travel Agent or other Professional who purchases the services offered by Alidays;

“Traveller” means the person who travels.

2. OBJECT OF THE AGREEMENT

These General Terms and Conditions govern the relationship between Alidays S.p.A. and the Customer regarding the sale of Tourist Services requested by the Customer in favour of the Traveller, who remains a third party to the contract. Alidays doesn’t take on any obligation to the Traveller.

3. OBLIGATIONS OF THE CUSTOMER

3.1 The Customer shall request to Alidays that certain Tourist Services, from among those offered by Alidays in its catalogue, be made available to the Traveller, consisting of both groups or individual tourists for whom the Customer requests and books the services.

3.2 The Customer is obliged, even through its Sub-Agents, to inform the Traveller, before the conclusion of any agreement, about:

- The information regarding the Tourist Services and the conditions that define and regulate the use of the services requested, applied by the providers, as per indicated in the Quotation;
- The information regarding the terms of payment of Deposit and Balance and the list of the Tourist Services included and excluded indicated in the Quotation or in the Proforma Invoice;
- The rules and the consequences of (i) a Traveller's failure to appear at the airport or other place of departure or at the facility (ii) the rules and policies regarding cancellations and changes and name changes (iii) the possible existence of resort fees, as provided and communicated to the Customer by Alidays and/or its service providers;
- That all Travellers, including children, must be in possession of National Identity Document,

Passport and Visas or other documentation for entry into the Countries of the trip, considering also the citizenship of the Traveller, as well as the documentation required for the embarkation and travel of persons with disabilities and/or who are in particular states of health including pregnancy. Alidays doesn't take on any responsibility in case of non-utilization of the services due to discrepancies or deficiencies in the identity documents or visas required for entry into the chosen Country;

- The list of extra services (special meals, extra beds, cots/cribs, etc.) requested by the traveller that have been expressly confirmed in writing by Alidays;
- Travel documents for the Tourist Services that the Traveller must present, upon request, to the provider of the Services.

3.3 In case of Travellers with special requests and/or needs including those due to individual health or physical conditions, the Customer is responsible for informing Alidays of such special needs at the time of the reservation request in order to allow verification on the possibility of implementation. Special personal requests are considered confirmed only if accepted by Alidays in writing. In the event of no written confirmation, there is no obligation on the part of Alidays regarding the traveller's special requests and/or needs. Alidays may refuse to accept or establish special booking conditions for those Travellers whose requests, needs, physical or health conditions require dedicated assistance. Special requests made after booking confirmation do not obligate Alidays to fulfil them.

3.4 The Customer is obliged to promptly and correctly transmit to Alidays all data related to the reservation, with the Travellers' personal data, as well as personal contact information, in particular e-mail and telephone number. Alidays will not be liable for damages resulting from the failure or incorrect provision of such data.

3.5 The Customer represents and warrants to Alidays that the person signing the Agreement on the Customer's behalf is duly authorized to do so and to represent and validly bind the Customer under the Customer's deed of incorporation, or

power of attorney, under the laws of the country in which the Customer is located, and that all formal requirements necessary to bind the Customer have been observed.

3.6 Customer is required to respect the safety measures provided by Alidays for the use of the System, particularly relating to password creation and maintenance. Passwords must be confidential and used only by the Customer or its Sub-Agents. The Customer has a duty of custody and management of the credentials.

4. OBLIGATIONS OF ALIDAYS

4.1 Alidays undertakes to:

- Guarantee a prompt and efficient response to requests for Quotation;
- Guarantee timely and high quality operational support;
- Manage all Client bookings with the highest level of care and professionalism

4.2 Alidays warrants that it conducts its business in compliance with all applicable national, local, and trade association laws, rules, policies, standards, and codes of conduct, and warrants that it has and will maintain in effect during the term of this Agreement all certificates, licenses, and authorizations necessary for the operation of its business.

5. RESERVATIONS

5.1 Customer will have to make each Reservation Request through the Alyda Platform and/or by e-mail to the e-mail address provided by Alidays: italy@alidays.it. Any cancellation or modification of reservations made through the Platform must be made through the Platform itself.

5.2 Each Quote Confirmation made by the Customer will be treated as an irrevocable proposal of Travel Contract with Alidays for the period of **7 days**. The Quote Confirmation will be considered accepted when Alidays has sent the Proforma Invoice to the Customer.

5.3 It is the responsibility of the Customer to view the terms and conditions together with such other information as may be specified in the

Quotation and Proforma Invoice or otherwise brought to the Customer's attention by Alidays and to deliver them to the Traveller, ensuring that the Traveller is made aware of all points indicated as per the Traveller's specific responsibility.

5.4 Reservation cancellations, made using a different system than Alyda platform, must be communicated to Alidays in writing and will take effect from the date of their receipt by Alidays. In the event of cancellation of the reservation by the Customer, the Customer shall pay to Alidays a Cancellation fee in accordance with Alidays' cancellation policy set forth in Article 8 or the different amount of Cancellation fee that may be required for one or more specific tourist services and indicated in the Quotation.

6. RATES

6.1 The prices offered by Alidays to the Customer, whether through the Platform or other way, are confidential and they cannot be disclosed to Third Parties without the express written consent of Alidays. In the event that the Customer is provided with credentials to login to the Platform, it is liability of the Customer to keep it confidential and for Customer's exclusive use; any violation of this clause will determinate the termination of the rates offered to the Customer and the appropriate legal action.

6.2 The prices offered by Alidays concern only sales within the Customer's market and with exclusion of any other market. Sales on other market are only possible with prior request and authorization of Alidays.

6.3 The prices indicated in the Platform could be net non-commissionable, or gross commissionable prices, including all indirect taxes. All hotel extras (e.g. telephone, bar, restaurant, minibar, city taxes, etc.) and resort fees, when charged, are to be paid by the Traveller and will be requested directly by the Hotel to the Traveller.

6.4 Any service request or report regarding defect of conformity shall be made directly on-site by calling Alidays' H24 service number. Alidays will not accept non-specific claims or if received more than 7 days after the date of the event.

7. MANAGEMENT FEE

Each Agreement for the sale of tourist services includes the application of a cost named "**Management Fee**" to cover the administrative costs quantified at a flat rate of **€ 30** for each adult Traveller and **€ 15** for each minor Traveller at the time of confirmation of the Quotation.

This fee is always due and is not subject to refund in case of cancellation or interruption of the trip.

8. CONTRACT WITHDRAWAL AND CANCELLATION FEE

8.1 The Customer can withdraw from the Agreement by giving communication to Alidays using the same methods used for the booking.

The Customer who withdraws, for any reason, from the Agreement will be charged the cost of the **Management Fee**, any fee and other services already provided, in addition to a *cancellation fee*, as indicated below:

1. For the generality of Tourist Services, excluding Tickets:

- **10%** of the price of those Tourist services: from the confirmation up to 30 days before the start date of the trip;
- **50%** of the price of those Tourist services: from 29 days to 15 days before the start date of the trip;
- **100%** of the price of those Tourist services: from 14 days until the start date of the trip

2. For the Tickets, as defined in the Article 1 above:

- **100%** of the prices of the Tickets from the day of confirmation.

8.2 It is acknowledged that if in the Quotation is indicated a specific penalty for one or more Tourist services, those Tourist services are subject to the application of such penalty, instead of the standard cancellation fee mentioned in paragraph 8.1 above.

9. MODIFICATIONS OF THE CONTRACT

Any modification to the contract required by the Customer after the conclusion of the contract is subject to the payment of a fee called "Re-booking fee" quantified at a flat rate of **€ 50**, in addition to

the payment of any penalties or rate differences provided by the suppliers of the services required. The payment of the above amount must be paid in advance at the time of the notice of acceptance by Alidays of the requested change.

10. ACCURACY OF INFORMATION

10.1 It is Customer's responsibility to ensure that all the information provided by Alidays, such as but not limited to the name of the Travellers, arrival and departure details, are accurate.

10.2 The Customer must pay and will be responsible for any charges or fee resulting from any inaccurate information provided to Alidays. Alidays shall not be liable for any inconvenience suffered by Travellers as a result of the inaccurate information and will be indemnified by Customer for any loss (direct, indirect or consequential) or third-party claim (including any cancellation penalty) suffered as a result of any incorrect or incomplete details provided by Customer.

11. TRAVEL DOCUMENTS

11.1 Customer must give to the Travellers the Travel Documents that are issued by Alidays prior to the departure date and after receipt of the balance and that are uploaded on the Platform and then directly printable by Customer and/or transmitted by email to Customer.

12. FAILURE TO PROVIDE TOURIST SERVICES

12.1 If, for any reason and under any circumstance other than a case of Force Majeure, Alidays would be unable to provide the Tourist Services after the reservation has been confirmed, Alidays agrees to seek alternative services of an equivalent or higher level, at no additional cost to the Travellers, or of a lower level with refund of the difference in price.

If none of such alternative solutions is possible, Alidays undertakes to refund what has been received for the services booked and not used, as soon as possible but not later than 14 days.

13. INVOICING AND PAYMENT

13.1 The following terms will apply with regards the invoices and the payment of the Services.

13.2 Alidays will send a Proforma Invoice to the Customer for each service or group of services booked through Alidays.

13.3 At the time of the conclusion of the contract, the Customer undertakes to pay a deposit equal to **50%** of the total amount of the contract, or the different amount as may be indicated in the Quotation where required by the type of service (e.g. confirmatory deposit required from the supplier, or services at a non-refundable rate or in full penalty at the confirmation date).

The balance of the payment must be paid at least 30 days prior to the date of departure of the Traveller.

13.4 Invoices must be paid in full and no deductions by the customer are allowed. Any dispute regarding the invoice must be communicated/notified in detail to Alidays within 10 days from the invoice's date of issue. Any dispute after the above deadline will not be considered.

13.5 Payments must be made, in the currency shown on the invoice, by bank transfer to the details shown on the Proforma Invoice or by corporate credit card:

13.6 Alidays shall receive on time, as provided in 13.2 above the net amount shown on the invoice and Customer hereby assumes any cost or expense that may arise in processing and transferring the payment. Therefore, any default in payment arising from bank charges or arising from currency conversion shall be payable by the Customer.

13.7 Reservations will be invoiced according to the Rates valid at the time the Reservation is confirmed to the Client as a confirmed booking.

13.8 No exception or claim for the purpose of avoiding, suspending or delaying any payment due may be raised by the Client, in accordance with the provisions of Italian law. In particular, any claim by a Traveller relating to an alleged liability of Alidays in the performance of the Services shall not allow the Customer to suspend or delay any payment relating to the same - where unpaid - or any other

different reservation. Without prejudice to Customer's obligation of the above payments, any dispute between the Parties over a claim made by Customer shall be resolved in good faith by the Parties within 30 (thirty) days from the date of receipt of Customer's written request by Alidays. If the Parties fail to reach an agreement within such period, the dispute shall be referred to the competent Court in accordance with Article 23.2.

13.9 If payment is not received by Alidays by the due date and in accordance with these Terms and Conditions, Alidays reserves the right to take the following actions:

- terminate Customer's and/or Customer's Sub-Agents' access to the Platform or any Alidays System;
- terminate the processing of any new reservations or requests sent to Alidays;
- terminate immediately any or all contracts with Customer at Alidays' discretion;
- cancel existing reservations or require prepayment to keep them confirmed;

13.10 The Parties may mutually agree that payment shall be made in favor of Alidays directly by the Traveller by bank transfer or credit card, without prejudice to the obligation of the Customer to pay in the event of non-payment or incorrect payment of the amounts by the Traveller.

13.11 In the hypothesis referred to in paragraph 13.10, above, Alidays undertakes to pay the Customer a percentage as a commission to be agreed upon prior to the conclusion of the contract.

14. CREDIT CARD PAYMENTS

14.1 In case of payments made by Credit Card, Alidays will send the Customer and/or Sub Agent a link where they can proceed with online payment by credit card.

14.2 Credit Card payments, if activated, may be subject to specific additional procedures and related costs, depending on the processes involved and their evolution.

15. EXPRESS TERMINATION CLAUSE

15.1 Alidays, without prejudice to any other rights or remedies it may have, reserves the right to terminate this Agreement in accordance with Italian law if the Customer:

- fails to pay what is due under this Agreement and any Contract within the terms provided or, in the case of Article 13.10, if payment is not made by the Traveller as agreed;
- breaches any obligation incumbent upon the Customer and/or any terms and conditions contained in this Agreement and fails to remedy such breach within 7 (seven) days after receipt of notice from Alidays specifying such breach;
- goes into forced or voluntary liquidation;
- has an administrator or receiver appointed over any part of the Client's assets or business; or
- terminates or threatens to terminate its business

15.2 Due to termination of the Contract, the Customer shall immediately remit any money due and payable to Alidays at the date of such termination. This shall in any event be without prejudice to the right to recover damages suffered by Alidays.

16. INTELLECTUAL PROPERTY

16.1 All information (including, without limitation, logos, images, materials, written documents and pictures) displayed on any Alidays site or system and operated by Alidays remains the property of Alidays or the rightful owner by whom it is controlled or licensed to Alidays. The Customer may not copy any information or intellectual property of any kind from any of the Alidays sites or any Alidays system without the prior written approval of Alidays.

16.2 Customer may not use the name or logo of Alidays or any of Alidays' trademarks or any merchandise of Alidays without the prior written approval of Alidays.

16.3 The Customer grants to Alidays, for the duration of the business relationship between them, the right to use in the travel documentation prepared by Alidays (quotation, Statement of

Account, travel documents, etc ...) its logo and/or other distinctive marks.

17. LIABILITY

17.1 The Customer agrees and acknowledges that Alidays acts only as an intermediary in making arrangements for the provision of the Tourist services sold to the Customer. Therefore, Customer agrees and acknowledges that Alidays is not liable for any lack of conformity of the services made available by the suppliers, or for any personal injury, illness, property damage or other loss, expense of any nature arising directly or indirectly from any action of the hotels or service providers or persons providing and rendering the services booked through Alidays.

18. FORCE MAJEURE

18.1 Alidays shall not be liable for the delay or inability to fulfil any Booking Confirmation or any obligation under this Agreement, to the Customer and Travellers, when this is due to force majeure, such as but not limited to acts of God such as fire, earthquakes, floods, severe snowstorms, as well as epidemic events, explosions, strikes, riots, civil unrest, war, any failure, disruption of power or other public utilities, or delay of any transportation or communication system, default by suppliers or subcontractors, or any similar event beyond the control of Alidays ("Force Majeure").

18.2 In the cases above, the notice of termination of the contract due to Force Majeure cause will be followed by the refund as stated by law.

19. WAIVER

19.1 Failure or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy, nor shall it constitute a waiver of any other right or remedy.

20. NO PARTNERSHIP OR AGENCY

20.1 The Parties are independent contractors and, therefore, with the conclusion of this Agreement they do not intend to constitute any association, joint-venture, or Company, even *de*

facto, nor any agency or employment relationship. The employees, collaborators, consultants, and administrators of either Party are not and cannot be considered as employees, collaborators, consultants, or directors of the other Party.

20.2 The Customer agrees and acknowledges that it acts in all its contracts with its clients, whether Sub-Agents, Agents or Travellers, as a principal in law and not as the agent of Alidays.

21. CONFIDENTIALITY

21.1 The Customer undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, companies or suppliers of Alidays, excluding the Client's employees, representatives or advisers who need to know such information for the purposes of carrying out the Customer's obligations under these Terms and Conditions and as may be required by law, court order or any governmental or regulatory authority.

22. DATA PROCESSING INFORMATION

22.1 Following the EU Regulation 2016/679, and Legislative Decree 196/03 as amended and supplemented, the Parties hereby declare that they have mutually received the information pursuant to Article 13 of EU Regulation 2016/679 regarding the methods and purposes of the use of personal data, of which the Parties will become aware in the context of the contractual and/or work relationship, of their employees/collaborators, in the context of automated or paper-based data processing for the purposes of the execution of this deed. The Parties also declare that the data provided herewith are accurate and correspond to the truth.

22.2 Data processing will be based on the principles of fairness, lawfulness, and transparency and in compliance with security regulations.

23. GOVERNING LAW AND JURISDICTION

23.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual

disputes or claims) shall be governed by and construed in accordance with the law of Italy.

23.2 Each Party irrevocably agrees that the courts of Italy shall have the exclusive authority to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) except to the extent that

Alidays invokes the jurisdiction of the courts of any other Country.

Annex:

- 1. Information on the processing of personal data*

ANNEX 1
INFORMATION ON THE PROCESSING OF PERSONAL DATA
EX ART. 13 EU REGULATION 2016/679

Dear Travel Agency,

in observance of Regulation (EU) 2016/679 “on the protection of natural persons with regard to the processing of personal data and on the free movement of such data” (hereinafter Regulation), we would like to inform you in relation to the processing of your personal data, which - with respect for your fundamental rights and freedoms, with particular reference to confidentiality and the protection of your personal data - we are going to put in place.

Article 13 of the Regulations stipulates that when the Data Controller collects data from the data subject, he or she must provide a set of information, which we represent below.

DATA CONTROLLER:

⇒ Data controller is **Alidays Spa**, based in Milan (Italy) at Via Adige 20, Tax Code/Vat number 03504590963.

PURPOSE OF THE PROCESSING:

The data of which the parties will become aware in the context of the contractual and/or working relationship, (e.g., names, company email address, etc.) of their employees/collaborators, will be processed in a lawful, fair and transparent manner, ensuring that it is accurate and adequate, relevant and limited to what is necessary for the **purpose** highlighted below;

- a) pre-contractual obligations
- b) execution of the contract;
- c) e-mail communication with informative and/or commercial content

LEGAL BASIS OF THE PROCESSING

The legal basis of processing consists of:

- ⇒ execution of obligations under the agreement;
- ⇒ fulfilment of obligation prescribed by law;
- ⇒ legitimate interest;

The provision of personal data is necessary as the treatment is provided for the fulfillment of contractual obligations. It is therefore not necessary to provide your consent.

COMMUNICATION

Your personal data will not be disclosed, but may be communicated to:

- ⇒ employees of the Data Controller duly authorized and trained in accordance with the provisions of the Regulation;
- ⇒ suppliers of the Data Controller who provide the purchased services and all related activities, duly appointed as data provider;
- ⇒ freelancers and consultants in charge of data processing for the purpose of financial and accounting management of the controller;
- ⇒ subjects to whom access to the data is granted by provisions of the law, regulation or EU legislation.

Your personal data inherent in, related to and/or instrumental to the contractual relationship, may also be processed for the legitimate interests of the Data Controller (such as, e.g., fraud prevention, intra-group communications for internal administrative purposes, security of networks and information systems and related services offered or made available through the networks and systems themselves, etc.), in compliance with regulations and confidentiality obligations.

STORAGE

Your personal data will be held for the duration of the agreement and, thereafter, for as long as we are subject to retention obligations for tax and/or other purposes required by law or Regulations.

RIGHTS OF DATA SUBJECT

You have the right to ask the data controller at any time to revoke any consent (art. 7) that may have been given, and access to your personal data (art. 15), rectification (art. 16) or deletion (art. 17) of the same, restriction of the processing concerning you (art.18) or to object to their processing (art. 21), as well as the right to data portability (art. 20)..

EXERCISE OF RIGHTS

We also inform you that you may exercise the rights referred to in the preceding paragraph by sending to the data controller the appropriate form (downloadable on the website of the Guarantor for the Protection of Personal Data), duly completed, by the following modes:

- by e-mail to the following address: privacy@alidays.it
- by postal service to: **Alidays Spa, in Milan (Italy) Via Adige 20, Postal Code 20135;**

Also in accordance with EU Regulation 2016/679, you have the right both to lodge a formal complaint with the Guarantor (art. 77) in the manner indicated on the Authority's website, and to lodge a judicial appeal (art. 79).

DATA CONTROLLER – Alidays S.p.A.