

Booking Terms and Conditions of BF International Travel AG (T&C)

April 2021



Your Agreement with Bedfinder

By clicking "I Agree" on our website as part of the booking process, you hereby agree to the following terms and conditions, on behalf of yourself and all members of your traveling party. These terms and conditions form an agreement between you and BF International Travel AG trading as bedfinder, of Sägereistrasse 20, CH-8152, Glattbrugg, Switzerland ("we" or "us").

You agree that:

- a) you have read these terms and conditions and have the authority to and do agree to be bound by them;
- b) you consent to our use of personal data in accordance with our Privacy Policy and are authorized on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements); and
- c) you accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Booking and Paying for your Arrangements

A booking is made with us when

- a) you tell us that you would like to accept our written or verbal offer;
- b) you pay us a deposit (or full payment if booking within 30 days of departure); and
- c) we issue you with a booking confirmation. We reserve the right to return your payment and decline to issue a confirmation at our absolute discretion.

Upon booking, you are required to pay a deposit equal to 20% of the cost of your chosen travel arrangements, with the balance of the cost then due no later than 30 days before departure. If you are booking within 30 days of departure, the full cost of your chosen arrangements will need to be paid at the time of booking. Payment of the deposit and/or balance payment can be made by either:

- credit card; or
- debit card
- PayPal

If your booking is not confirmed, we will promptly notify you and will refund you for the amount paid for your booking. The amount refunded to you will be refunded to the credit card used by you when making your booking.

Upon receipt of our confirmation, if you believe that any details are wrong, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document.

If we do not receive the balance of your chosen arrangements in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in Clause 7 below will become payable.

Payments by credit card

Credit card payments are processed through Ingenico Group S.A.. For more information, please visit <https://www.ingenico.com/privacy-policy>.

Payments by PayPal

Payments via PayPal are processed by PayPal (Europe) S.à.r.l et Cie S.C.A.. Further information can be found at www.paypal.com.

Finally, please note that BF Travel may allow payment of the booking via PayPal and/or other payment methods if these are available on the website.

2. Accuracy

We endeavor to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

3. Insurance

We **strongly** recommend that you purchase insurance in case of trip cancellation and medical problems, as well as medical evacuation insurance if you are traveling abroad. We will send you insurance information if you check the box on our reservation form. However, any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay

more money to correct the situation. For example, you will suffer a loss if:

- a) your flight has been cancelled and your hotel and tours are non-refundable
- b) you need to cancel your trip due to illness
- c) a hurricane, volcano or earthquake occurs while traveling and you are stranded
- d) your airline files for bankruptcy, unless you have paid by credit card
- e) a terrorist incident occurs at the destination you planned on visiting
- f) you have a medical emergency in a foreign country and need medical attention or evacuation
- g) your bags are lost and your medication is in them, and you need to have an emergency prescription filled or
- h) your passport and wallet are stolen, and you need emergency cash and a replacement passport.

4. Pricing

For trips outside the US, the price of your travel arrangements has been calculated using current exchange rates.

We reserve the right to amend the price of unsold trips at any time to correct errors in the prices of confirmed trips. We also reserve the right to increase the price of confirmed trips to allow for increases which are a direct consequence of changes in:

- a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- b) the level of, taxes or fees applicable to the trip imposed by third parties not directly involved in the performance of the trip, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports;
- c) the exchange rates relevant to the package; and
- d) cost changes which are part of our contracts with transport providers and any other suppliers.

However, after you have paid in full, airfares and packages with airfare components will not be increased except for supplemental price increases imposed by governments, and you hereby consent to any such price increases.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed trip (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another trip if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

In any event, there will be no increase in the price of your confirmed arrangements within 20 days of your departure, nor will refunds be paid during this period.

5. Cutting Your Trip Short

If you cut short your trip and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your trip not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer coverage for curtailment.

6. Changes by You & Transfers of Bookings

If you wish to change any part of your booked arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. While we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of \$60 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you, in which case the cancellation charges set out in clause 9 below will become payable.

Transfer of Booking

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a) that person is introduced by you and satisfies all the conditions applicable to the trip;
- b) we are notified not less than 7 days before departure;
- c) you pay any outstanding balance payment, an amendment fee of \$60 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d) the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 7 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

7. If You Cancel

If you or any member of your party decides to cancel your confirmed booking, you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our office and will be effective from the date on which we receive it. We recommend that you use overnight delivery such as Federal Express. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges, our cancellation charges are set out below. The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable:

Period before departure within which notice of Cancellation by you is received	Amount of cancellation charge*
More than 21 days prior to departure	70% of total holiday cost
20 to 3 days prior to departure	90% of total holiday cost
Less than 2 prior to departure	100% of total holiday cost

***important Note: Certain arrangements may, due to the cancellation terms imposed by our suppliers, incur a cancellation charge of up to 100% of that part of the arrangements no matter when they are cancelled, in addition to the charge above. We will confirm the applicable cancellation charges that will apply, at the time you decide to cancel.**

We will deduct the cancellation charge(s) from any monies you have already paid to us.

8. If We Change or Cancel

As we plan your trip arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes

If we make an insignificant change to your trip, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, or changes of carriers. Please note that carriers such as airlines used in our advertising material may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away
- A change of outward departure time or overall length of your arrangements by more than twelve hours.
- A significant change to your itinerary, missing out one or more destination entirely.
- A change of departure airport except between airports in the same metro area.

Cancellation

We will not cancel your travel arrangements less than 62 days before your departure date, except for reasons of force majeure (as defined in clause 9) or failure by you to pay the final balance. We may cancel your trip before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- a) (for significant changes) accepting the changed arrangements;
- b) having a refund of all monies paid; or
- c) accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

9. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of this agreement, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labor dispute, lock closure, natural or nuclear disaster, fire, chemical or biological, unavoidable technical problems with transport and all similar events outside our or the supplier's control.

10. Special Requests

Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing. While every effort will be made by us to

try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

11. Disabilities and Medical Problems

We are not a disabled trip specialist, but we will take reasonable measures to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the trip. If we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

12. Complaints

We make every effort to ensure that your arrangements run smoothly, but if you do have a problem during your trip, please inform the relevant supplier immediately, who will endeavor to solve the problem. If your complaint is not resolved locally, please contact us on +44 2034 992 461. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at BF International Travel AG, Sägereistrasse 20, CH-8152, Glattbrugg, Switzerland or by e-mail to support@bedfinder.com within 28 days of the end of your trip, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint.

13. Our Liability

We act only in the capacity of agent for the suppliers of the travel services named in your itinerary or otherwise

providing services or goods in connection with the trip (the "Suppliers"), such as airlines, hotels and other lodging providers, local hosts, sightseeing tour operators, bus lines, car rental companies, driving services, restaurants, and providers of entertainment. We forward your payment to each such Supplier on the schedules required by them, typically at point of booking for airlines and point of departure for hotels. We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers. You assume full and complete responsibility for all risks of travel and for complying with all laws of the countries in the itinerary.

We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at foreign destinations, go to the State Department's travel website at www.travel.state.gov, click on "Find International Travel Information", and then enter your destination country in the box under "Learn about your destination". For health hazards, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel.

IN NO EVENT WILL WE BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE PACKAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY EXCEED THE TOTAL TRIP PRICE SET FORTH IN YOUR CONFIRMATION.

14. Your Behavior

All of our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any other person in authority, your behavior or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination, our liability to you and/or your

party will cease, and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made, and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to accommodation provider or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behavior of other guests or individuals who have no connection with your booking arrangements or with us.

15. Excursions

Excursions or other tours that you may choose to book or pay for while you are taking part in your trip are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

16. Passport, Visa and Immigration Requirements and Health Formalities

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change, and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information, go to the State Department's travel website at www.travel.state.gov, click on "Find International Travel Information", and then enter your destination country in

the box under "Learn about your destination".

For medical information about your destination, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or go to <http://www.cdc.gov/travel>.

We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

17. Conditions of Suppliers

Many of the services which make up your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

18. Prompt Assistance

If, while you are on trip, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of this Agreement, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorization before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

19. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party miss your flight or other transport arrangement, it is canceled, or you are subject to a delay of over 3 hours for any reason, please contact us and the airline or other transport supplier concerned immediately.

Under European Union (EU) law, for flights by EU airlines, or for flights by other airlines departing from a point in the EU, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicized at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your trip price from us. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We will inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be sent to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been sent, we will contact you as soon as we can to let you know.

20. Advance Passenger Information

A number of Governments are introducing new requirements for air carriers to provide personal information about all travelers on their aircraft to the Authorities before the aircraft departs. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

21. Governing Law and Jurisdiction

The laws of Switzerland shall apply to this agreement and to any dispute, claim, or other matter of any descrip-

tion which arises between us. You further agree that the courts of Zurich, Switzerland shall have exclusive jurisdiction over all matters arising out of or related to this agreement and your trip, and you hereby submit to the exclusive personal jurisdiction of those courts.

Valid from April 2021