

BF International Travel AG

Terms & Conditions

1. WHAT IS THE PURPOSE OF THESE TERMS?

These Terms and Conditions ("Terms") govern your use of the bedfinder online tool for booking temporary accommodation ("bedfinder"). bedfinder is provided and maintained by BF International Travel AG, a company incorporated under the laws of Switzerland with its registered domicile at Sägereistrasse 20, 8152 Glattbrugg, Switzerland, company registration no. CHE-495.645.077 ("Agent", "we" or "us").

You must accept these Terms as well as the Privacy Policy in order to book an accommodation through bedfinder. Once you accept these Terms and Privacy Policy, they shall govern your use of bedfinder and constitute binding agreement between you and us. Please read the Terms and the Privacy Policy carefully.

2. WHAT IS THE PURPOSE OF BEDFINDER

bedfinder allows individuals ("you") to book temporary accommodation (e.g. rooms, hotels, bed and breakfasts, motels or hostels) ("Accommodation") offered by third-party accommodation suppliers ("Suppliers"). For example, you can use bedfinder to verify whether Accommodation offered by a Supplier is available and book the relevant Accommodation through bedfinder.

Important Notice

It is important to understand that we do not offer, distribute, provide or sell any Accommodation ourselves. We solely offer you an online booking tool by which you can book Accommodation offered and provided by the Suppliers. As a result, when you book an Accommodation through bedfinder, you enter into a direct and legally binding accommodation contract with the relevant Supplier and not with us. We only act as a booking agent. As a result, we are not responsible or liable to you for making sure that the Accommodation you booked through bedfinder is actually made available to you. We are also not responsible or liable to you that the Accommodation booked through bedfinder matches the information provided to you on the Accommodation prior to or at the time of booking.

3. IS THERE A FEE FOR USING BEDFINDER?

Currently, we offer bedfinder free of charge. We reserve the right, however, to impose a fee or any other compensation for the use of bedfinder in the future.

4. WHAT RIGHTS TO BEDFINDER DO I HAVE?

You are granted a personal, non-assignable and non-exclusive license to access and use bedfinder for the sole purpose of enabling you to use and enjoy the benefit of bedfinder as provided by us, in the manner permitted by these Terms and in accordance with applicable laws or regulations.

5. HOW DO I BOOK SERVICES THROUGH BEDFINDER?

Because we only act as booking agent, we are not responsible to ensure that the Accommodation offered by the Suppliers meet your expectations and requirements. This is your responsibility. When using bedfinder to book Accommodation, you must ensure that the relevant Accommodation meet your expectations and requirements. This means, in particular, the following:

- You must be 18 years or older and capable of legally entering into a binding contract to book Accommodation through bedfinder.
- You must observe age restrictions that may apply to the booking of certain Accommodation. Specific age restrictions are set out on bedfinder where applicable.
- The Accommodation offered through bedfinder depends on availability and is subject to confirmation by the relevant Supplier who offers the Accommodation.

- Star and other ratings for Accommodation offered through bedfinder are for informational purposes only and are not a representation, warranty or guarantee by the Supplier. Our ratings are not equal to or consistent with any ratings available through other sources.
- The information you provide when booking an Accommodation must be accurate. You must immediately inform bedfinder if information you provided at the time of booking changes.
- The booking you make through bedfinder represents your offer for the conclusion of a Accommodation contract with the Supplier. The offer is considered placed once the booking process with bedfinder is completed. Your offer is in any event binding.
- The Accommodation contract between you and the Supplier is concluded when you receive the booking confirmation. The name, address and contact details of the Supplier is set out in the booking confirmation. We will inform you if the Supplier's name, address and/or contact details change after you received the booking confirmation.
- The Supplier is free to accept or reject your booking offer at any time. Upon acceptance of your offer, bedfinder will be entitled to charge the entire payment owed by you (except where the booking is "on request"), including applicable taxes and service fees, if any, to the credit card that you provided when booking. If the Supplier rejects your booking, the payment you made will be charged back to your credit card. You should allow fourteen (14) calendar days for the charge back to occur.
- If you have special features (e.g. non-smoking facility, bedding type) or needs (e.g. dietary requirements or wheel chair accessibility), you must confirm directly with the Supplier whether it is able to meet special feature requests or your special needs. Special requests or needs may result in additional charges payable directly to the Supplier.

6. AM I RESPONSIBLE FOR MY TRAVEL DOCUMENTS

You are solely responsible for obtaining at your own expense all international travel documents (including valid passport, valid identity card or visa) that are required for you and your fellow travelers (including spouses and children) to clear customs in and immigration into foreign countries. The names, birth dates and other information on the international travel documents must match the names, birth dates and other information on your booking.

If you are a United States citizen or resident and wish to travel to Cuba by citizens and residents of the United States, you must obtain a license by the United States Government due to United States embargo laws with respect to Cuba. We strongly recommend that you obtain accurate and up-to-date information regarding customs clearance and immigration prior to booking the Accommodation. To that end, you should consult with your local embassy or consulate of the country in which the Accommodation is located. bedfinder will not refund any amounts paid for Accommodation you were not able to use due to your failure to obtain the proper travel documents or any required licenses.

7. WHAT ABOUT HEALTH AND SECURITY ISSUES?

You are solely responsible to determine whether there are any health restrictions or precautions that you or your fellow travelers (such as spouses and children) need to observe for using the Accommodation booked through bedfinder or travelling to the country in which it is located. We strongly recommend that you ensure that all of your and your fellow travelers (such as spouses and children) immunizations or vaccinations are up-to-date at the time of travel and that you and your fellow travelers (such as spouses and children) have all necessary prescriptions for your travel. All travelers should see their family physician or visit a travel clinic at least two to three months before traveling. You should also be aware that some common prescription medications which are legal in your country (such as birth control, cold medications and pain killers) can be illegal in other countries.

We further recommend that you review all travel restrictions, warnings, and advisories issued by the appropriate governmental authorities and pertaining to the foreign country in which the Accommodation is located. We do not represent, warrant or guarantee that the country in which the Accommodation is located is safe, advisable and/or within acceptable risk guidelines as outlined by the appropriate governmental authorities.

8. CAN I CANCEL MY BOOKINGS

All Accommodation offered through bedfinder is subject to applicable cancellation rules. Whether you are allowed to cancel a booking you made through bedfinder depends on the applicable cancellation policy of the Supplier offering the Accommodation you booked. We recommend that you check the applicable cancellation policy of the Supplier before you book an Accommodation. The applicable cancellation policies are available at time of booking. The applicable cancellation policy is also included in your booking confirmation. Cancellations may be subject to cancellation fees or penalties.

9. WHAT HAPPENS IN CASE OF NO-SHOWS

In the event where you fail to use an Accommodation that has been properly confirmed to you by the Supplier through bedfinder without cancellation (“No-show”), bedfinder will be entitled to charge you for the full rate or price for the relevant Accommodation. You have no rights for refund, reduction or credit in case of a No-show.

10. WHAT MUST I KNOW ABOUT RATES / PRICES / TAXES?

The rates and prices payable for the Accommodation (including any children’s rates and prices) are disclosed at the time of booking. The rates and prices include Accommodation, sales, value added and any other taxes that are required by applicable law. To the extent you have to pay visitor’s or any other temporary lodging taxes due at the place where the Accommodation is located, we will inform you on such taxes in the booking confirmation.

Rates and prices do not include any additional fees imposed by the Supplier for additional properties and features such as cribs, rollaway beds, meals and beverages, mini-bar snacks, shows, tours, tips, telephone calls, laundry, resort fee and other surcharges or other services and purchases of a personal and/or supplementary nature which are not otherwise specified in the rates or prices and therefore excluded. The Supplier will assess these additional fees directly to you. All personal charges must be paid at the time of using the Accommodation or as designated by Supplier.

Some rates and prices may be subject to special restrictions and conditions. We strongly recommend that you review the applicable restrictions and conditions prior to booking the relevant Accommodation.

Rates and prices are subject to adjustment without notice prior until acceptance of your booking offer by Supplier and full payment of the applicable price. Thereafter, the rates and prices are not subject to any adjustments. Retroactive rate or price reductions are excluded.

11. HOW DO I PAY FOR THE SERVICES?

You must pay the Accommodation in full by credit card or debit card at the time of booking through bedfinder. Your credit card must have sufficient balance for the booking to be completed.

Fees assessed by payers' credit card processor, including international credit card transactions fees, will not be refunded by bedfinder. Bedfinder may use credit card processors that process the credit card payment transaction outside your local area.

12. HOW CAN I COMPLAIN ABOUT THE SERVICES?

All complaints must be made through bedfinder. All complaints must be made as soon as you become aware of the issue giving rise to the complaint but in any case no later than no later than thirty (30) calendar days after end of the service. The complaint must include a reasonably detailed description of the issues giving rise to the complaint and any supporting documentation.

13. WILL BEDFINDER ALWAYS BE AVAILABLE?

We certainly try hard to make bedfinder available twenty-four (24) hours a day, seven days a week. Yet, we do not represent, warrant or guarantee that bedfinder will always be available or run uninterrupted. We also have the right to interrupt bedfinder at any time if we think this necessary (e.g. for updates, maintenance, corrections, security risks, risks of improper use, etc.). We will not be liable to you or any third party for any damages or losses resulting from any interruption or lack of availability of bedfinder.

14. IS BEDFINDER SECURE?

We placed special emphasis on security when developing bedfinder. Yet, we do not represent, warrant or guarantee that bedfinder or any information, content and data provided on or through bedfinder will be secure or free from bugs or viruses. Neither will we be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of bedfinder or by any download of any information, content and data provided on or through bedfinder. We will not be liable to you or any third party for any damages or losses resulting from any security issues of bedfinder.

15. WILL BEDFINDER EVER CHANGE?

Maybe. We reserve the right to adapt, amend, modify or change bedfinder or any information, content or data available on or through it at any time and in our absolute discretion.

16. WHAT ARE MY RESPONSIBILITIES?

You are solely responsible for procuring and maintaining the technology required for using bedfinder including but not limited to all necessary hardware and software, the Internet connection and the web browser. We are not responsible or liable for the technology required for using bedfinder. We are also not liable for damages or losses incurred by you as a result of transmission errors, technical defects, interruptions, malfunctions, or unlawful intrusions.

To use bedfinder, you must not:

- Upload, store, transmit, disclose, share or otherwise make available any information, content and data on or through bedfinder that (i) is untrue, false; (ii) violates any applicable laws or regulations or these Terms; (iii) is harmful, fraudulent, threatening, obscene, libelous, defamatory, discriminatory, racist, violent, offensive, harassing, or otherwise objectionable; (iv) includes unauthorized disclosure of personal information; or (v) infringes on intellectual property rights of any third party;
- Use bedfinder in any manner that could damage, disable, overburden or impair our technical infrastructure;
- Upload, store, transmit, disclose, share or otherwise make available any information, content and data on or through bedfinder which contains software viruses or any other computer code, files or programs designed to interrupt, destroy, change or limit the functionality of any computer software or hardware or telecommunications equipment;
- Interfere with or disrupt bedfinder or the security or integrity of networks, computers, communications systems, software applications, or our infrastructure
- Collect other Users' information, content or data, by using automated means (such as harvesting bots, robots, spiders, or scrapers).

If you believe that the use of bedfinder by another user or any Supplier or any information, content or data available on or through bedfinder infringes your or any third party's rights, applicable laws and/or regulations or these Terms, you should immediately notify us at support@bedfinder.com

17. WILL I EVER HAVE TO INDEMNIFY THE AGENT?

You must indemnify and hold us and our affiliates, shareholders, directors, officers, employees and third-party suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your access to or use of bedfinder or violation of these Terms or applicable laws and regulations. In particular, we are entitled to take appropriate measures (e.g., blocking access) in case of improper use without liability to you. In the event of unlawful conduct, you may also face liability claims from us, injured third parties and/or criminal procedures and penalties on the part of the competent authorities.

18. HOW IS OUR WARRANTY EXCLUDED?

We provide bedfinder and any information, content or data available on or through bedfinder “as is.” To the maximum extent permitted by law, we exclude all conditions, warranties, representations or other terms that may apply to bedfinder or any information, content or data available on or through bedfinder, whether express or implied. Without limiting the generality of the foregoing, we exclude all conditions, representations, warranties or guarantees as to the accuracy, correctness, completeness and up-to-dateness of bedfinder and any information, content or data available on or through bedfinder.

To the maximum extent permitted by applicable law, the provisions of these Terms are in lieu of all other representations, warranties or guarantees concerning the provision of, failure to provide or delay in providing bedfinder and any information, content or data available on or through bedfinder that might, but for this clause, have effect between us and you or would otherwise be implied in or incorporated into these Terms, whether by statute, common law or otherwise, all of which are hereby excluded.

To the maximum extent permitted by applicable law and without limiting the generality of the foregoing, we specifically do not represent, warrant or guarantee that the information, data or material available on or through bedfinder will be accurate, complete, legal, reliable or available, or that bedfinder will be uninterrupted or error free. We specifically disclaim any responsibility and liability for inadvertently modifying, mutilating, destroying, deleting or failing to store any information and data you may upload, post, transmit, share or otherwise make available any information, content or data on bedfinder.

19. HOW IS OUR LIABILITY LIMITED

TO THE MAXIMUM PERMITTED BY APPLICABLE LAW, WE AND OUR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND THIRD-PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY RESULTING FROM OR IN CONNECTION WITH BEDFINDER OR ANY USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES ARISING OUT OF LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF BEDFINDER, DOWN TIME AND YOUR TIME, EVEN IF WE OR OUR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND THIRD-PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. WHAT HAPPENS IN THE CASE OF FORCE MAJEURE?

If you are unable to fully enjoy the Accommodation you have booked through bedfinder due to force majeure events such as strikes, riots, civil unrest, weather, acts of God, technology failures, and other events not within our total or partial control, neither we nor our shareholders, directors, officers, employees and third-party suppliers shall be responsible for any liability or reimbursement of any payments made by you in connection with the relevant Accommodation.

21. WHAT HAPPENS IF BEDFINDER IS DISCONTINUED?

We reserve the right to discontinue bedfinder (or any part, service or content thereof) at any time in our sole discretion without liability to you.

22. APPLICABLE LAW AND JURISDICTION?

These Terms and the Privacy Policy constitute the entire agreement between you and us, and govern your use of bedfinder. These Terms shall be subject to the laws of Switzerland. All disputes that may arise regarding these Terms shall be exclusively determined by the courts at our registered domicile (Zurich, Switzerland).

23. HOW TO CONTACT US

If you have any questions or concerns about us or these Terms, you may contact us by regular mail or email as follows: bedfinder AG, Sägereistrasse 20, 8152 Glattbrugg, Switzerland, or support@bedfinder.com; We will attempt to respond to your questions or concerns promptly after we receive them.

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