

General Terms and Conditions of

Herden Tours & Tickets GmbH and WelcomeGroups

For the arrangement of accommodation and tours & activities

Scope of application

Herden Tours & Tickets GmbH, Feurigstr. 54, 10827 Berlin (hereafter referred to as „HTT“), as intermediate and broker agency, enables travel services for groups of 10 persons and more, such as accommodation, services, tickets, guides, excursions and transportation services (hereafter referred to as “tours & activities”). Accommodation and tours & activities are rendered by third parties (hereafter referred to as “supplier”). Guided city tours may be rendered by Herden Tours & Tickets GmbH in its own name.

A)

These **General Terms and Conditions** apply to all the services which are offered by HTT directly or indirectly, via the internet, any kind of portable or mobile device, per email or per telephone. HTT also operates an online booking platform under the brand name of **WelcomeGroups**, on which these services **can be ordered online** as well.

By **completing an order** on our website „welcomegroups.com“, per email or per telephone you acknowledge and agree to the following terms and conditions as part of the contract in so far as they are legally effective. Therefore, please read the following terms and conditions carefully.

1. Registration

When you register as client on our agency- and booking platform www.welcomegroups.com this needs to be done with your official name. If registering a company or a legal body, the person conducting the registration must have proper authorization to act in the name of the company or the legal body. Each natural person, company or legal body may have only one user account. Any user account that exceeds this limit or is based on false information, and any bookings made through such an account may be erased at any time at HTT’s discretion without any claims from the client.

2. Scope of our services

Our agency services consist of the following components:

- Provision of information about accommodations, tours & activities, attractions etc.

- Independent consultation regarding destinations, accommodations and touristic offers
- Assistance in designing touristic programs for groups
- Mediation of accommodation services and services of other suppliers at attractive group rates, including group discounts, if applicable
- Provision of an online platform, where you as client can order the offers of the suppliers directly without additional charges
- Mediation of services provided by non-profit organizations, i.e. museums, memorial sites etc. against service fees
- Provision of self-operated services, such as guided city tours (see also section B)
- Assistance in communication between client and supplier
- Provision and electronic distribution of all documents which are relevant for the bookings, including vouchers
- Consolidation and provision of all invoices of the ordered services
- As intermediate and broker agency, HTT simplifies and unifies the payment procedure (agency debt collection). You as client simply pay to HTT the total amount of the services you have booked with various suppliers and HTT distributes your payment to the respective supplier(s)

3. Conclusion of the contract / brokerage agreement / booking agreement

You as our client enter into a **brokerage agreement** by your binding order, for which the statutory provisions of the §§ 651a ff. BGB (German Civil Code) do not apply. As intermediate and travel service broker, HTT carries no liability for rendering the confirmed services and therefore is not liable in case of non- or bad fulfilment of the offered services with the exception of those services that are specifically marked as self-operated services during the ordering process. In these cases, HTT will be rendering the services.

As soon as the supplier confirms the ordered service(s), a **booking agreement** is additionally concluded. The order you have made as our client is binding for all the participants you have made this order for. Orders via our website are reserved for persons who are 18 years of age and older.

Within the framework of the **brokerage agreement**, HTT is committed to properly showcase and describe all the offered services of the suppliers, providing all relevant information needed to the client before he or she will conclude the actual order. HTT makes sure the **booking agreement** between you as the client and the suppliers will be concluded according to their respective availabilities.

If the selected services cannot be booked HTT will send you - wherever possible - alternative suggestions, which you as client can either confirm or reject. HTT forwards to the suppliers all information that is vital for execution and fulfillment of the booking. HTT collects the payments from the clients in name of and with authority of the suppliers, in full consideration of the legal

requirements for traders facilitating linked travel arrangements. HTT forwards the payments to the respective suppliers, according to the agreements HTT has concluded with them, which may include the deduction of an agreed commission.

HTT provides you as client with fully qualified invoices of the services rendered. After having received full payment for the services booked, HTT provides you with the required booking documents, such as vouchers, to be presented to the suppliers.

Within the brokerage agreement, you as client are obliged to make no inappropriate use of the services of HTT and to submit all information to HTT that is relevant to conclude a booking and ensures the proper execution of the booked services. HTT forwards this information to the respective suppliers. You agree to pay the full amount of the individually selected and ordered services to HTT – as far as these are confirmed - according to our payment conditions.

The **booking agreement** between you as client and the supplier will finally be concluded *either*

1. by ordering a service which is directly available online, as their provision does not require an additional availability check and will be confirmed to you immediately

or

2. by ordering a service which requires an additional availability check. In these cases your binding order is a declaration of intent towards the supplier to conclude a booking agreement with him or her. As a customer, you are bound to this contract offer for a maximum of 3 working days. Within this period, the respective supplier, or HTT in the name of the supplier, can accept the contract offer by submitting a confirmation or an invoice. The booking agreement is concluded with the provision of the confirmation or invoice.

If the supplier cannot confirm the ordered services as selected, HTT may provide you with an alternative, non-binding offer. When you as client accept the alternative offer, this will result in the ordering process, described as above; the conclusion of the booking agreement depends on whether the offered service is available online (as in a) or requires an availability check (as in b).

If HTT or the supplier declares that he or she is not able to confirm the order or to accept the contract offer regarding a booking agreement this does not result in any obligation for compensation by HTT and no claim for damages can be made.

During the ordering process it will be made clear to the client if the order is one that does not require an additional availability-check and results in an immediate confirmation (see a), or if it is an order that requires an additional availability check (see b). Within one order, consisting of more than one service, there can be those of category a) and b), which will be separately dealt with.

Following legal obligations, you as client are hereby informed that according to German law (§

312g Abs. 2 Satz 1 Ziff. 9 BGB (German Civil Code)) there is no right to withdraw from booking agreements and contracts that have been concluded by Distance Sales (letters, catalogues, telephone calls, telefax, emails, short message services (SMS), as well as radio and telemedia.

Unless otherwise agreed, the GTC of the respective supplier become part of the booking agreement, as far as the agreement has effectively been based on them. This provision has its exception in the terms of payments, which are explicitly agreed upon between you as client and HTT. Their terms of payment are unified by the HTT travel agency collection plan and are subject of the brokerage agreement.

Special customer requests (e.g., alternative arrival times or meeting places) can be entered during the ordering process. These requests can only be confirmed by HTT after we have received a confirmation from the respective supplier. They must expressly be confirmed in writing or by email.

The booked services and possible service fees will be invoiced to you as ordering client directly by the respective suppliers, or by HTT in the name and authority of a supplier. Any claims or liabilities resulting from a booking exist solely between you as client and the respective supplier who provides his services in his own name, on his own behalf and account. The supplier, as contract partner and service provider, is liable to you as client. It is your responsibility as client to report any deficiency directly to the supplier.

4. Payment procedure/ risk coverage certificate / terms of payment / travel documents

The financial management of all orders is the sole responsibility of HTT. HTT is your designated payment partner for all services booked.

The payment obligation becomes due as the booking agreement is concluded. The terms of payment will be communicated with the booking confirmation.

HTT provides you as client with fully qualified invoices for the rendered services.

HTT will accept payments from you as client only if we have a valid contract with an insurance company, insuring your payments to us. Further, we will always hand over to you an according **risk coverage certificate**, stating in a clear, easy comprehensible and distinguished manner the name and contact details of the insurer, as required by law (§ 651 r Abs. 4 BGB /German Civil Code and Article 252 EGBGB).

Beyond the legal requirements, HTT provides you as our client with our risk coverage certificate not only when you book a linked travel arrangement with at least two different types of travel services (§651 w BGB /German Civil Code), but also when we provide you with services of one single travel type.

As far as HTT issues invoices for booked or cancelled services and collects payments, it acts on behalf and in authority of the service provider. This mandate also includes the judicial and extrajudicial enforcement of claims.

The payment terms are determined by the standardisation of the order process and are valid both for the brokerage and the booking agreement. They apply to all bookings, unless otherwise agreed in individual cases and are as follows:

The client is obliged to make a prepayment of 10% of the total value of a booking latest 14 days after he has booked with us, but not later than 42 days before arrival, respectively the rendering of a service.

If the booking is made 56 days or more before arrival, respectively the rendering of a service, there is no down payment to be made. The client has the possibility to cancel the booking free of charge within 14 days, if no differing GTC or terms of cancellation of the respective supplier have been brought to your attention within the ordering process.

The remaining 90% of the actual total value of the confirmed booking must be paid to HTT at the latest 28 days prior to arrival, respectively the rendering of a service.

If a booking confirmation is provided within 28 days of arrival, respectively the rendering of a service, you as client are obliged to make an immediate payment of 100% of the total booking value to HTT.

Payments can be made by credit card, Pay Pal or bank transfer. Please note that foreign bank charges are not to be charged to HTT. If prepayments or rest payments are not being made within due time, HTT - after having set a final deadline, which did not result in the required payment - reserves the right to withdraw from the concluded agreements with you as client. In this case the terms of cancellation as shown in section 6 will be effective.

5. Cancellation of a booking provided by HTT

To prevent abuse of the HTT free booking system and at the same time to avoid the unnecessary burden of erroneous bookings for service providers, HTT reserves the right to cancel a booking, when the booking has been made via an inappropriate user account or if HTT cannot reach the customer via telephone or e-mail within a reasonable time frame. The same applies if the e-mail address specified by the user has in the past been used to make bookings for which the user failed to fulfil the payment obligations. In addition, HTT may cancel bookings when the agreed upon advance payment has not been received within HTT's standard grace period. HTT does not have the right to cancel a booking if HTT or its agent is responsible for a breach of communication with the client. Similarly, HTT may not cancel a booking once it has been fully paid. In the event of a

cancellation, the customer is not entitled to utilize any services or to make any damage claims. HTT reserves the right to issue a cancellation invoice within the cancellation deadline specified in section 6.

6. Cancellation policy or non-utilization of services by the customer

The cancellation of a contract is possible at any time. If you as client cancel a booking or do not utilize the service, the service provider has a legal claim to the full contract sum. However, he must make allowance for the value of any saved expenses and the benefits he obtains from an otherwise unused service.

The cancellation can be made by giving an explicit statement or by conclusive behaviour (e.g. non-fulfilment of payment arrangements or no-show). The timeliness of changes or cancellations is determined by the time at which HTT receives the notification. Cancellations must be conducted in writing or per email to info@welcomegroups.com in conjunction with the relevant order number.

A claim of the customer for changes in the booked services after conclusion of the contract does not exist. Any change or rebooking of a confirmed service will be processed as a cancellation and any subsequent new booking is subject to the prices provided by the supplier at the time of the new booking.

The amount of the cancellation fee depends on the booked service and the number of days prior to arrival when we receive the cancellation and are generally determined by the GTC of the service supplier you as client have selected during the ordering process.

Should in a particular case the supplier or HTT not provide his or her specific GTC, the following cancellation terms apply:

Accommodation policy:

- until 28 days prior to arrival: 10% of the total booking value
- 27 - 14 days prior to arrival: 50% of the total booking value
- 13 - 8 days prior to arrival: 75% of the total booking value
- 7 days and less prior to arrival: 90% of the total booking value

Tours & Activities policy:

- until 8 days prior to service utilization: free of charge
- from 7 days prior to service utilization: 100% of the total booking value

These rules also apply when individual participants of the group cancel or do not use the arranged services. Partial cancellation of the booking, however, can be made free of charge up to a

maximum of 10% of the original number of booked persons. All payments made to HTT will be repaid (provided that no money has been forwarded to third party suppliers and where HTT is not able to receive a refund due to the insolvency of the third party supplier). If the total number of participants is reduced by more than the allowed 10% (no matter if this is done in one or multiple steps) the cancellation policies contained in this agreement will take effect for the participants who are above the allowed 10% cancellation amount, and for whom the travel services were booked but not used.

In addition to the above stated cancellation charges, HTT reserves the right to charge a flat administrative fee of 150,00 EUR for fully cancelled accommodation bookings and 35,00 EUR for bookings of program services, irrespective of when the cancellation took place.

7. Data protection regulations

HTT respects the confidentiality of its customers' private information. Customer data is only forwarded to third parties that require the data for a booking or a reservation. In accordance with data protection regulations, HTT collects and uses your data solely for the purpose of promoting, selling and performing travel and related services.

The collection and use for purposes of advertising and market research requires the declared explicit consent of our clients. You can withdraw your consent at any time.

For more information on our privacy rules, visit www.welcomerelax.com, there: "privacy".

8. Liability

HTT has a responsibility to the customer to act with the due care of a prudent businessman in procuring third party services. The service provider is solely responsible for the advertised services. HTT is not liable for damages resulting from the utilization of the rendered services. Our contractual liability as an intermediary of the rendered services (between customers and suppliers) for non-physical damages is limited to three times the price of reimbursement for the booked services, insofar as the damages inflicted are not intentional nor result from gross negligence.

Excluded from the limitation of liability according to sentence 3 is the liability for damages from injury to life, limb or health and for other damages, as far as the latter are based on a grossly negligent breach of duty by HTT, its legal representative or a vicarious agent. Excluded from the limitation of liability according to sentence 4 is also the liability for the breach of essential contractual obligations.

We would like to point out that in the event of a disruption, you as client are legally required to do everything within reason in order to rectify the fault and to help minimize damages or to prevent them altogether. We have to point out that it is your obligation to report any complaints immediately to the relevant service provider. You should request remedial action and set a time

period so that the appropriate measures can be taken to review the complaint as well as to eliminate the disruption or at least to organize an adequate replacement.

9. Miscellaneous

These general terms and conditions and the provision of our services are subject to German law within the framework of statutory provisions, unless international agreements stipulate otherwise, and must be interpreted in accordance with this law. If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such an event, the invalid, unenforceable or non-binding provision shall be replaced by a valid, enforceable and binding provision, permitted by the applicable law, which in so far as possible, and taking into account the content and purpose of these terms and conditions has a similar effect as the invalid, unenforceable, or non-binding provision.

HTT does not participate in arbitration proceedings under the Consumer Dispute Settlement Act (VSBG). If a consumer dispute resolution becomes obligatory for HTT after the printing of these conditions, HTT informs the client about this in an appropriate form. Since 15 February 2016, the EU Commission has provided a platform for out-of-court settlement. Such customers, who are consumers, are given the opportunity to settle disputes in connection with the use of the Internet platform without the intervention of a court. The Dispute Settlement Platform can be reached via the external link: [http://ec.europa.eu/consumers/odr/.](http://ec.europa.eu/consumers/odr/))

Brokerage of travel services are rendered by **Herden Tours & Tickets GmbH**, based in Germany, at 10827 Berlin, Feurigstraße 54, and are subject to German law; registered at the District Court of Berlin-Charlottenburg (Amtsgericht Charlottenburg), under the registry number HRB 91167. Federal Tax No. 30/027/02485; VAT No: DE813750776.

10. Translation

The original German version of these terms and conditions has been translated into English. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the German and the English version of these terms and conditions, the German version - to the extent permitted by law - shall apply, prevail and be conclusive.

B)

General Terms and Conditions of Herden Tours & Tickets GmbH and WelcomeGroups

for providing guided (city)- tours

1. Scope of application

These general terms & conditions apply supplementary to agreements about the provision of guided (city)-tours, where HTT acts as service provider and thus as contractual partner.

2. Waiting time

In case of late arrival of the group, a waiting period of 30 minutes from the agreed beginning will be tolerated. After an unsuccessful lapse of time, the city guide / tour guide is deemed to be canceled and thus justifies the claim of HTT to a cancellation fee in the amount of the agreed total price. HTT has, however, saved expenses on the claim for fulfillment, which it has to endeavor to do in good faith. Upon arrival of the group within the waiting time, the delay will be credited to the agreed duration and the (city)-tour shortened accordingly. Should the arrival be delayed for traffic reasons, the customer must notify HTT. Traffic-related delays are at the expense of the client.

3. Termination / cancellation by the client before the beginning of the tour

The client is entitled to withdraw from the contract at any time. Cancellations must be made in writing or by e-mail to info@welcomegroups.com, stating the order number. If the client withdraws from the contract, HTT may demand a reasonable compensation for the arrangements made and their expenses. In the case of cancellation the cancellation fees as stated under "A.6 - Tours & Activities" of the above GTC will be effective.

4. Changes and deviations in services

Changes and deviations of individual services from the agreed content of the contract, which are necessary after conclusion of the contract and are not brought about in good faith, are permitted, provided the changes or deviations are not significant and do not affect the overall layout of the booked services. Any warranty claims remain unaffected, as far as the changed services are flawed. Reasonable modifications or deviations are in particular if they are not significant and do not significantly affect the overall layout of the booked tour or if it is due to external circumstances beyond the control of HTT, e.g. Road closures; Closure of museums, short-term illness of the tour guide, etc. If the changes or deviations are not reasonable for the customer, taking into account the interests of HTT, the customer has the right to withdraw from the contract.

5. Payments

The payment obligations arise upon conclusion of the contract. The terms of payment can be found on the booking confirmation. Unless otherwise agreed, the terms of payment in A.4 of the above GTC apply. If prepayments or rest payments are not being made within due time, HTT - after having set a final deadline, which did not result in the required payment - reserves the right to

withdraw from the concluded agreements with you as client. In this case the terms of cancellation as stated in section "A.6 - Tours & Activities" of the above GTC will be effective.

6. Liability

The contractual liability of HTT for non-physical damages of the client is limited to three times the price of reimbursement for the booked services, insofar as the damages inflicted are not intentional nor result from gross negligence.

7. Data Protection and Miscellaneous

Incidentally, the above general terms and conditions under A.7 for data protection and A.9 - Miscellaneous apply. Should one or more provisions be invalid, this shall not affect the other provisions.

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Berlin

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