

## 1 – AURUM TOURS GMBH TERMS & CONDITIONS

Mallorca, April 2025

This document constitutes an annex to the contract signed between **HotelDistribute** and its purpose is to expand the terms and conditions of the contract, to enable the Provider distributing to the Travel Seller **Aurum Tours GmbH**. The original contract shall remain in full force and effect in all provisions not expressly amended by this annex.

### 1. CONTRACTING PARTIES

1.1 HotelDistribute acknowledges that the platform serves as technology service and these terms and conditions bind the provider to HotelDistribute.

1.2 The Provider will act as merchant of record and be responsible for the fulfillment of the bookings made by Travel Agencies through the HotelDistribute.

1.3 The Travel Agency Company agrees to comply with all applicable tax and local legal requirements in selling the services made through the platform.

1.4 The Travel Agency Company acknowledges the Terms and Conditions agreed between the Provider and HotelDistribute.

### 2. REPRESENTATIONS AND WARRANTIES

2.1 The Provider represents and warrants to **HotelDistribute and the Travel Agency** that:

- It has all necessary rights, permissions, licenses, and other authorizations, registrations, and governmental requirements to conduct, continue, and carry on its operations and business activities and to make the Provider available for bookings on the Platform (including for short stays), as well as all necessary powers and authority to use, operate, own (as applicable), license and sublicense, and for **HotelDistribute and the travel agency** to publish on the Platform.

- It is duly registered with all relevant tax authorities (including the applicable (local) statutory tax authorities) as a Provider or other provider of the Provider.

- The Provider shall ensure compliance with the standards set forth in this Clause by any Provider of goods or services it employs to fulfill its obligations under this Agreement.

2.2 HotelDistribute represents that the Platform offered will substantially conform to the descriptions set forth in this Agreement and the documentation provided to the Provider. HotelDistribute does not warrant that the Platform will meet the Provider's particular requirements, expectations, or needs, or that the operation of the Platform will be uninterrupted or error-free.

2.3 There are no representations or warranties, whether express or implied, oral or written, regarding the Platform or any service included in this Agreement or provided in accordance with it, including, but not limited to, any implied warranty (a) of merchantability, (b) of fitness for a particular purpose, or (c) arising from the course of performance.

2.4 The Provider warrants that the Platform will only be used in accordance with the terms and conditions of this Agreement, any agreement granting the Provider access to the Platform, and all applicable laws and regulations. In the event of a breach of such warranty, the Provider shall indemnify and hold **HotelDistribute and the travel agency** harmless from all liabilities, damages, losses, expenses, claims, demands, fines, or judgements that the Service Provider may suffer.

3.1 This Agreement shall commence upon the Travel Agency's registration on the Platform and shall continue unless:

- Either party provides written notice of termination to the other party with 60 days' notice.
- Otherwise, the Agreement will renew automatically each year.
- Without prejudice to any other right or remedy available to it, **HotelDistribute and the travel agency** may terminate this Agreement with immediate effect by giving written notice to the other Party if:
  - a culpable breach by a Party of material contractual obligations, which is not remedied within 14 (fourteen) days of receipt of the warning despite a written warning setting a reasonable deadline. A prior warning is not required if it is pointless or unreasonable for the Party entitled to terminate the contract.
  - in the event of an application for the initiation of insolvency proceedings or their opening or the rejection of the opening of such proceedings for lack of assets against the other Party or its shareholders.
  - the financial collapse, imminent insolvency or over-indebtedness of the other Party
- The accrued rights, remedies, obligations, or liabilities of the parties as of the termination date, including the right to claim damages concerning any breach of the agreement existing at or before the termination date, shall not be affected or prejudiced.

#### 4. LIABILITY

4.1 The Provider warrants that it maintains liability insurance with a reputable insurer, covering an amount consistent with industry best practices, and that such insurance includes all third-party risks.

**HotelDistribute and the travel agency** may request the Provider to provide a copy of such insurance for inspection at any time.

The Provider shall indemnify and keep **HotelDistribute and the travel agency**, its distributors, partners, directors, employees, agents, and representatives fully indemnified and harmless from and against all claims, losses, liabilities, expenses, damages, or costs of any nature incurred by such parties, arising from this Agreement, including but not limited to:

- Any claim made against HotelDistribute by a customer in relation to this Agreement,
- Any breach by the Provider of its obligations under this Agreement,
- Any breach by the Provider of its legal or statutory obligations.

4.2 **HotelDistribute and the travel agency** shall not be liable for any direct, indirect, incidental, consequential, or other damages, and in particular, though not exclusively, for any damages of any kind related to this Agreement or the use of the Platform, fraudulent or improper use of information by the Provider, or damages arising from the inaccuracy, timeliness, or authenticity of the information provided by the Provider to **HotelDistribute and the travel agency** as well as, though not exclusively, for any damages of any kind arising from third-party impersonation in any communication made through the Platform.

4.3 HotelDistribute shall not be liable for any loss of profits, income, or use, or any indirect or incidental damages arising from or related to this Agreement or the use of the Platform.

4.4 **HotelDistribute's** total liability under this Agreement, whether arising from contract, tort, negligence (excluding gross negligence), breach of legal duty, contribution, or otherwise, shall not exceed the fees paid by the Provider under this Agreement for the six (6) month period immediately preceding the date on which the cause of action giving rise to HotelDistribute's liability arose.

All information that **all Parties** may communicate or provide to the other, or to which it may have access as a result of this Agreement, shall be considered confidential and shall not be disclosed, displayed, copied, reproduced, or discussed with third parties, nor shall it be used for any purpose not related to this Agreement. This confidentiality agreement shall be maintained throughout the Term of this Agreement and for a period of two years following the Termination of this Agreement.

Notwithstanding the foregoing limitations, confidential information of a Party shall not include information that (i) is or becomes part of the public domain without any act or omission of the other Party; (ii) was in the lawful possession of the other Party prior to disclosure and was not obtained by the other Party, directly or indirectly, from the disclosing Party; (iii) is disclosed to the other Party by a third party without restriction on disclosure; or (iv) is independently developed by the other Party without the use or reference to the disclosing Party's confidential information.

The Provider expressly authorizes the Service Provider, for commercial reasons, to notify any third party of the existence of this Agreement, as well as the Licenses that the Licensee has contracted.

## 6. GENERAL PROVISIONS

6.1 Precedence: In the event of any inconsistency between any of the provisions of the main body of this Agreement and the General Terms and Conditions, the provisions of the main body of the Agreement shall prevail.

6.2 Definitions: For the interpretation of this Agreement, terms in capital letters in the text shall have the meaning assigned to them in the General Terms and Conditions.

6.3 Amendments: No amendment to this Agreement shall be effective unless made in writing and signed by the parties (or their authorized representatives).

6.4 Entire Agreement: This Agreement together with the General Terms and Conditions constitutes the entire agreement between the parties and supersedes and extinguishes all prior agreements, promises, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

6.5 Assignment: The Provider shall not, without the prior written consent of HotelDistribute, assign, transfer, charge, subcontract, or otherwise deal with all or any of its rights or obligations under this Agreement. **HotelDistribute and the travel agency** may at any time assign, transfer, charge, subcontract, or otherwise deal with all or any of its rights or obligations under this Agreement.

6.6 Severability: Nothing in this Agreement is intended or shall be deemed to create a partnership between the parties or authorize either party to act as agent for the other, and neither party shall have authority to act for or on behalf of or otherwise bind the other in any manner (including, without limitation, making any representation or warranty, assuming any obligation or liability, and exercising any right or power).

6.7 Notices: Any notice required to be given under this Agreement shall be in writing and sent by email. The email addresses of the parties for the purposes of notices shall be as follows:

-HotelDistribute: [info@HotelDistribute.com](mailto:info@HotelDistribute.com)

- Travel Agency: [lydia.hartmann@check24.de](mailto:lydia.hartmann@check24.de)

## INTELLECTUAL PROPERTY

**All Parties** acknowledge that each of them is the owner and holder of its intellectual property rights.

Intellectual Property is the exclusive property of each of the Parties, their subsidiaries, or authorized third parties, and each holds the necessary permissions or licenses for use.

For the purposes of this Agreement, each Party ("Licensor") grants the other Party ("Licensee") a license to use the Licensor's Intellectual Property for the duration of this Agreement solely for the purpose of enabling the Licensee to fulfil its obligations under this Agreement.

Upon termination of the Agreement, each Party shall cease using the Intellectual Property of the other Party.

This clause shall remain in effect indefinitely and survive the termination of this Agreement.

## 8. DATA PROTECTION

The Parties undertake to fully and at all times comply with the provisions contained in Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"), as well as any other current or future regulations in this area.

Accordingly, the Agency will provide HotelDistribute with personal data of its customers, for the purpose of purchasing the services subject to this Agreement from the Provider, with such processing being within the scope of the contractual relationship between the Parties, as a data processing assignment.

To this end, the Parties undertake to comply with the standard contractual clauses for the transfer of personal data to the data processor, which can be found at the following link:

<https://hoteldistribute.com/data-protection>, content which the parties acknowledge and accept in its entirety without any reservation.

## 9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement and any dispute or claim arising from or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Spain.

9.2 Each party irrevocably agrees that the courts of Barcelona, Spain, shall have exclusive jurisdiction to resolve any dispute or claim arising from or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).