



General Terms and Conditions for participation in the @Leisure Affiliate Programme

Below you will find the Terms and Conditions that are applicable to participation in the @Leisure Affiliate Programme. It is possible to participate in the @Leisure Affiliate Programme after you have read and agreed to these General Terms and Conditions. If you agree to these General Terms and Conditions you are deemed to be aware of the rights and obligations arising from these General Terms and Conditions.

Article 1 Definitions

Whenever the terms listed below are used in these General Terms and Conditions they shall have the following meaning:

Tour operator: The private limited company @ Leisure BR B.V., listed in the commercial register of the Chamber of Commerce in Eindhoven under number 61.015, its subsidiaries or sister companies, or in any event companies or brands affiliated to @Leisure BR B.V..

Affiliate: The private individual or legal entity that has accepted these General Terms and Conditions and has been accepted as an Affiliate in writing with the aim of bringing customers into contact with the Tour operator product by means of a link on its sites to Tour operator. The Affiliate will receive a remuneration from Tour operator in respect of each product sold or customer introduced.

Customer: A visitor to an Affiliate's site.

Third parties: Any legal entity other than Tour operator, the Affiliate or a customer.

Affiliate site: Website belonging to the Affiliate on which the Affiliate places a link to the Tour operator product.

Affiliate Programme: Programme that is owned and managed by Tour operator for the purpose of entering into agreements with Affiliates.

Click: A unique visitor who ends up on a Tour operator website via a link to Tour operator.

Unique visitors are counted on the basis of a cookie system. The cookie remains active for 90 days.

Rental agreement: Agreement subject to which Tour operator is obliged to provide a customer with an accommodation offered by Tour operator.

Traffic: Collective term for valid clicks and rental agreements

Agreement: The agreement between Tour operator and an Affiliate that comes about as a result of the Affiliate Programme after acceptance of the General Terms and Conditions with the aim of generating traffic from the Affiliate to Tour operator. A separate written agreement will be entered into between Tour operator and the Affiliate about the remuneration payable to the Affiliate by Tour operator for each product sold or each customer introduced.

Article 2 **Registration and acceptance**

- 2.1 Anyone with an Internet site can register as an Affiliate. If the Affiliate is a private individual, he must be at least eighteen (18) years of age. If the Affiliate is under the age of eighteen, he has to have permission from one of his parents to register for the Tour operator Affiliate Programme. Registrations by an Affiliate under the age of eighteen without parental permission will be null and void.
- 2.2 By registering as an Affiliate, the Affiliate agrees to accept and respect these General Terms and Conditions.
- 2.3 In order to be able to take part in the Affiliate Programme, the Affiliate has to:
- a) complete the registration form truthfully and in full;
 - b) confirm that he accepts these 'General Terms and Conditions';
 - c) be accepted by Tour operator.
- 2.4 Acceptance as an Affiliate takes place by the E-commerce Manager of @ Leisure responsible for this and is confirmed by means of an e-mail to the Affiliate, generally within two (2) working days after receipt of the fully completed registration form in which acceptance of the General Terms and Conditions is confirmed.
- 2.5 The Affiliate guarantees that the information provided to Tour operator about the Affiliate site is accurate and correct and that this information corresponds with realistic facts. All possible consequences arising from incomplete or inaccurate information provided by the Affiliate are entirely for the Affiliate's account and risk.
- 2.6 The Affiliate must immediately inform Tour operator of any changes in the details so that Tour operator can update the information provided. If the Affiliate is a legal entity, Tour operator should also be informed of the VAT number.

Article 3 **Approach**

- 3.1 The Affiliate is allowed to set up a link to Tour operator on his approved website, which is part of the Affiliate Programme.
- 3.2 The Affiliate will ensure that there can be no misunderstanding about the fact that the products and/or services are not being offered by the Affiliate but by Tour operator. The Affiliate does not have a legal status himself, in the sense that rental agreements are always entered into directly between Tour operator and the customer. The confirmation of the booking made and the relevant invoices in respect of the rental agreement entered into between Tour operator and the customer will at all times be sent to the customer directly by Tour operator itself. Before customers actually make a booking, they should be made aware that Tour operator is the party with whom they are entering into a rental agreement and the Tour operator General Terms and Conditions applicable to this rental agreement.
- 3.3 The Affiliate is entitled to use the Tour operator name and the special promotional material provided from the Affiliate Programme. The Affiliate is at all times

obliged to follow the instructions of Tour operator in respect of their use. One of the conditions for use is that the Affiliate may not make any changes to the details / information contained therein and must ensure that their use is not in any way misleading or damaging to Tour operator.

- 3.4 Without prejudice to the provisions laid down in Article 3.3, the Affiliate will respect the copyrights, trademark rights and other rights of an exclusive nature of Tour operator and third parties.
- 3.5 The Affiliate will only use the content provided by Tour operator for the benefit of the Affiliate Programme and not make any changes to this.
- 3.6 The products and/or services on the Tour operator site are subject to change. The Affiliate will at all times ensure that the General Terms and Conditions that apply to the products and/or services that are (possibly) stated on the site and/or are in their possession for promotional purposes, correspond with the products and/or services that appear on the Tour operator site at the time.
- 3.7 Affiliates are not allowed to use the material provided for acts and/or conduct contrary to the applicable statutory provisions, Internet etiquette, the guidelines of the Reclame Code Commissie [Press Advertising Code Commission], the agreement or these General Terms and Conditions. This includes, but not exclusively applies to the following conduct:
- sending large volumes of unsolicited e-mail with the same content and/or posting an unsolicited message with the same content in a large number of newsgroups on the internet (spamming);
 - infringing copyrights or in any other way infringing third-party intellectual property rights;
 - misleading third parties
 - making improper use of Tour operator texts, logos or information;
 - offering direct payments to consumers for entering into transactions with Tour operator (without the explicit permission of Tour operator).
- 3.8 It is among other things not permitted for the content of an Affiliate's site to:
- develop, promote or recommend illegal activities;
 - damage the good name and reputation of Tour operator
 - infringe copyrights, trademark rights or other rights of Tour operator or any other third party;
 - be of an erotic, pornographic or violent nature;
 - discriminate on the basis of race, gender, religion or conviction.
- 3.9 The Affiliate guarantees that the rights on all the information and productions on the Affiliate's website are either owned by the Affiliate or that the owner of the rights on the information and the productions on the Affiliate's website has granted his explicit permission for the publication of these on the website. The Affiliate also guarantees that the information and the productions on the Affiliate's website do not infringe any third party rights, including intellectual property rights, and that the information and productions in question are not in any way insulting, illegal or suspicious.
- 3.10 The Affiliate's site should be publicly accessible when a link with Tour operator is set up.
- 3.11 The Affiliate will at all times act in accordance with all guidelines and instructions of Tour operator with respect to the installation and the use of the link as well as with respect to the content.

- 3.12 If Tour operator indicates that the installation and the use of the link with the Affiliate is not desirable, the Affiliate is obliged to remove this link on the instructions of Tour operator. The link should be removed immediately though no later than within two (2) working days after Tour operator indicating that this has to happen. All consequences of failing to remove the link or failing to do so on time are entirely for the Affiliate's account and risk. If the Affiliate fails to remove the link voluntarily and on time, Tour operator is entitled to block the link.
- 3.13 The Affiliate undertakes to remove a link from the Affiliate's site at Tour operator's request within two (2) working days.
- 3.14 The Affiliate Programme can at all times be changed or terminated by Tour operator. The Affiliate will be informed about this. If the amended General Terms and Conditions are not acceptable for the Affiliate, the Affiliate is entitled to terminate the agreement in accordance with the conditions laid down in Article 8.1 of these General Terms and Conditions. If the Affiliate decides not to terminate the agreement, the Affiliate is deemed to have accepted the amended General Terms and Conditions.
- 3.15 The Affiliate will not make any promises and/or enter into any obligations on behalf of Tour operator.
- 3.16 The Affiliate may not in any way contribute to artificial traffic to the Tour operator-site(s). The Affiliate must immediately inform Tour operator of any known or suspected improper or incorrect use of a link to Tour operator, in any way whatsoever.
- 3.17 Unless Tour operator has given explicit and written permission to do so, the Affiliate is not allowed to transfer or pledge either all or part of his rights and/or obligations associated with any agreement with Tour operator to a third party without prior written permission from Tour operator. The necessary permission to do so may be subject to conditions imposed by Tour operator.

Article 4 Commission

- 4.1 The Affiliate is entitled to receive commission if:
- Tour operator has registered a click on the Affiliate's site and a remuneration is payable in respect of this;
 - a customer enters into a rental agreement with Tour operator and if this has come about by means of the link with the Affiliate's site and been registered and a remuneration is payable in respect of this.
- 4.2 The commission agreements between Tour operator and the Affiliate will be confirmed to the Affiliate by Tour operator in a separate agreement. The Affiliate cannot claim any commission without this confirmation.
- 4.3 Payments to the Affiliate will only be made if Tour operator has approved the transactions over which commission may be payable. It is up to Tour operator to decide whether or not transactions are approved and this decision will be based on criteria laid down beforehand.
- 4.4 If the customer cancels a booking, the Affiliate is not entitled to claim the commission in question. The Affiliate will not receive any commission in this

case. If the commission has already been paid, this will be withheld at a later stage.

- 4.5 The commission as referred to in Article 4.1 does not include VAT. Affiliates who are liable to VAT, should pass on their VAT number at the time of registration. In that case the commission will be increased with the VAT amount payable in so far as this is applicable according to Dutch law.
- 4.6 A record of the clicks and transactions will be kept in the Information system of Tour operator and is binding for both Tour operator and the Affiliate.
- 4.7 By placing Tour operator promotional material on a website, in an e-mail or on another digital carrier, the Affiliate indicates that he is aware of and agrees with the remuneration indicated by Tour operator and the term of the Affiliate Programme.

Article 5 **Payment**

- 5.1 Commission will be paid monthly into the bank account given by the Affiliate, on condition that the Affiliate has generated valid traffic.
- 5.2 Payments to the Affiliate will be made directly into the Affiliate's bank account. To this end, it is essential for Tour operator to have the IBAN and BICcode of the Affiliate.
- 5.3 If the payment has to be made into (bank) accounts of Affiliates abroad, any bank charges that apply to international payments will be withheld from the payment.
- 5.4 The total amount of commission earned by the Affiliate that has accumulated through participation in the Affiliate Programme, will be paid out by Tour operator in arrears each month. At the end of each month, the Affiliate will receive a credit note which shows the amount owed to the Affiliate. Payment will take place within a month after the month end.
- 5.5 Tour operator is at all times entitled to offset the amount it owes the Affiliate against any amount that Tour operator is owed by the Affiliate on any account whatsoever.
- 5.6 The Affiliate is responsible for paying any taxes and social security premiums that might be payable on all payments that are made by Tour operator to the Affiliate.
- 5.7 Nothing in these General Terms and Conditions creates or is deemed to create a partnership or employer-employee relationship between Tour operator and the Affiliate.

Article 6 **Intellectual Property**

- 6.1 The copyright and other intellectual property (including the accompanying rights) relating to reports, proposals and other products and/or services and/or documents that have been produced for the benefit of the Affiliate will at all times be/remain vested in Tour operator.

The Affiliate will only have the right to copy or publish the above-mentioned products and/or services and/or documents or use these for purposes other than those they were originally intended for when first made available to the Affiliate after obtaining explicit written permission from Tour operator to do so.

- 6.2 The Affiliate is not permitted to disclose the items referred to in Article 6.1 or the information and know-how contained therein or to pass them on to third parties, unless Tour operator has specifically given the Affiliate written permission to do so beforehand.
- 6.3 The Affiliate is not permitted to change or remove any identifying marks relating to copyright, trademark, or other intellectual or industrial property rights from the software, equipment or materials, including any reference to the confidential nature of the software and the relevant obligation to observe secrecy.
- 6.4 If the Affiliate is negligent or in default with respect to the implementation as outlined in Article 6.1, Tour operator is entitled to retrieve all items that belong to Tour operator at the Affiliate's expense. The Affiliate will grant Tour Operator or the third parties appointed by Tour operator for this purpose immediate access to the premises where the items in question are stored.
- 6.5 The Affiliate guarantees, by agreeing to an agreement, in which the reproduction of any item is protected by intellectual property rights, that no infringement will be made on copyrights or other intellectual property rights belonging to third parties. The Affiliate will indemnify Tour operator against any and all consequences, financial or otherwise, that are possibly the result of any such material being copied or reproduced by Tour operator by order of the Affiliate.
- 6.6 Tour operator owns all the copyrights, trademarks, intellectual property rights, know-how and all other rights associated with the Affiliate Programme or with the software needed to run the Affiliate Programme. The Affiliate does not acquire any rights or licences by virtue of these General Terms and Conditions.
- 6.7 In the event of a breach of the conditions laid down in Article 6.1, 6.2 and/or 6.3, the Affiliate will have to pay Tour operator a sum of € 1,000 in respect of every breach, without any notice of the default being required and without any damage being caused to any or all other rights of Tour operator with respect to the fulfilment, dissolution, additional damage etc.

Article 7 **Confidentiality**

- 7.1 Prior to, during and after completion of the agreement with Tour operator, the Affiliate is obliged to refrain from providing any information to third parties with respect to any business of Tour operator and refrain from providing these third parties with any particulars relating to the methods used by or data supplied by Tour operator, all in the broadest sense of the word.
- 7.2 If the Affiliate is in any way in violation of the conditions laid down in this article then the Affiliate will have to Tour operator a sum of € 1,000 in respect of each violation, without any notice of default being required and without

Tour operator being obliged to prove the damage it suffered and without prejudice to Tour operator' right to claim full damages or take other steps such as demanding fulfilment, dissolution, additional damages, etc.

Article 8 Termination

- 8.1 The agreement can be terminated by both parties, with due regard for a three month period of notice. Termination has to take place in writing. Termination has to take place towards the end of the month.
- 8.2 Without having to give any explanation, Tour operator is entitled to terminate the agreement with immediate effect and/or refuse to let the Affiliate use the Tour operator Affiliate Programme if:
- the Affiliate's site in the opinion of Tour operator could possibly be contrary to public order or public decency or in any way offensive or violent;
 - the Affiliate is acting illegally towards Tour operator and/or third parties within the framework of the Affiliate Programme;
 - Tour operator considers the Affiliate or the Affiliate's site unsuitable in any way or if they do not comply with Tour operator' commercial concept;
 - the Affiliate fails to fulfil his obligations arising from the agreement entered into between the parties or acts in violation with these General Terms and Conditions;
 - the Affiliate is in any way guilty of deception or unlawful conduct or if the Affiliate artificially generates or tries to generate traffic to linked websites, or if the Affiliate violates one of the provisions laid down in these General Terms and Conditions in some other way;
 - the Affiliate has not generated any traffic for a period of 3 months.
- 8.3 The Affiliate agreement with the Affiliate will terminate automatically in the event that the Tour operator Affiliate Programme is discontinued.
- Article 9 Consequences of termination of the agreement

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- 9.1 If the agreement is terminated for any reason whatsoever:
- the link(s) will be severed;
 - Tour operator will be entitled to block the Affiliate's access to the Tour operator information system;
 - the Affiliate will no longer be able to claim remuneration, without prejudice to the provisions laid down in Article 9.2.
 - the Affiliate will immediately surrender all material supplied by Tour operator and/or remove all links and/or references to this from its site;
 - the Affiliate will no longer be entitled to use the Tour operator name.
- 9.2 Exclusively in the event that the agreement is terminated in accordance with Article 8.1, will the Affiliate be entitled to demand payment for the actual traffic that was forwarded prior to the termination date, in accordance with the provisions laid down in Article 4 of these General Terms and Conditions.
- 9.3 Without prejudice to the provisions laid down in Article 6.7 and 7.2 the Affiliate will not be able to claim any compensation from Tour operator in connection with the termination of the agreement and the Affiliate hereby waives the right to any kind of damages and/or compensation.

- 9.4 Potential Affiliates of Tour operator are assessed on the basis of the number of unique visitors, target group and profile. If a website does not meet the set criteria, Tour operator may deny the Affiliate access to the system without having to state any reasons for doing so.

Article 10 *Liability*

- 10.1 The Affiliate is fully responsible and liable for the development, maintenance, functioning and contents of his site.
- 10.2 The Affiliate guarantees that all obligations pursuant to the tax laws will be satisfied and indemnifies Tour operator from all liabilities in relation to these obligations.
- 10.3 Tour operator can neither guarantee nor warrant the performance of the Tour operator Affiliate Programme. Unless there is an intentional act and/ or gross negligence by Tour operator, Tour operator will not be liable for any loss and/ or costs of the Affiliate in relation to the participation in the Affiliate Programme such as - but not limited to - losses and costs resulting from the Affiliate Programme not working properly, technical faults etc.
- 10.4 Tour operator will not be liable for any mistakes in the implementation of the link on the Affiliate's website or the function of the link.
- 10.5 The Affiliate will at all times defend Tour operator against and compensate it for all costs, losses, and interest that could arise for Tour operator as a direct result of claims by third parties against Tour operator in respect of incidents, acts or omission during or within the margins of the execution of the agreement for which Tour operator in conformity with these General Terms and Conditions is not liable towards the Affiliate.
- 10.6 Tour operator cannot be held liable for defects in the Affiliate programme, interruptions in the access to the Affiliate programme, interference with data or the loss of data which are available on the Tour operator Information System, faults in the security system or viruses or other harmful program components that are used for the Tour operator Affiliate Programme or for loss through viruses or components caused to the Affiliate programme, the software programs of the Affiliate and/or the Affiliate's website.

Article 11 *Applicable Law*

- 11.1 Exclusively Dutch law is applicable to these General Terms and Conditions and to every agreement between Tour operator and the Affiliate and any disputes will be submitted to a Dutch court.
- 11.2 All disputes of any kind whatsoever, including those disputes which are only considered to be such by one of the parties, which might arise between Tour operator and the Affiliate as a result of an agreement to which the General Terms and Conditions at hand are wholly or in part applicable, or as a result of further agreements, as well as any other dispute whatsoever in relation to or in connection with the agreement, whether legal or factual, neither excluded, will be settled by the competent court if the parties cannot mutually resolve such.
- 11.3 All disputes will be submitted to the relevant competent court in the court district where Tour operator has its business address and/or its registered office, unless the law in the relevant case prescribes another court as mandatory or Tour operator as claimant opts to have the relevant matter decided by a competent court in the district where the Affiliate has his business address.

11.4 In the event that a provision laid down in this agreement is in conflict with the applicable law, the provision will be amended such that it will be in accordance with the applicable law having due regard to the purpose of the relevant provision.