TERMS AND CONDITIONS FOR AGENTS

I. Scope and conclusion of contracts

These Terms and Conditions (hereinafter T&Cs) shall apply to all contracts for the provision of accommodation concluded via Tourismusverband Radstadt KöR (Radstadt Tourism) • Schernbergstraße 8 • A-5550 Radstadt (hereinafter "TVB") on online booking platforms run via www.radstadt.com, and on partner websites such as www.salzburgersportwelt.com, www.feratel.com and other platforms on the site, and in the version in force on the day upon which the booking was submitted. The T&Cs become integral to the contract when the guest accepts the applicability of the T&Cs by confirming them in the corresponding space and submitting the booking to the TVB. All contractual agreements are subject to these T&Cs. The T&Cs can be viewed online by the guest, saved, and printed out. All deviations from these T&Cs must be agreed in writing.

II. Status of TVB

The TVB solely makes the online booking platform available as a virtual marketplace upon which guests can register, and subsequently conclude accommodation contracts. The TVB is not the legally liable contractual partner for accommodation.

All claims and counter-claims resulting from this contract must be submitted to the immediate contractual partner. The TVB shall accept neither sole nor shared liability in any contractual disputes.

III. T&Cs(AGBH) and cancellations

If the customer books accommodation he/she has selected him/herself, this arrangement shall be subject to the current valid version of **the Austrian Hotel Association Terms and Conditions (ÖHV T&Cs**/<u>AGBH</u>). Furthermore, such agreements additionally subject to the agent's terms and conditions for cancellation:

Rescission by the Party - Cancellation fee

- If the accommodation agreement requires the payment of a deposit, and this deposit is not paid by the agreed deadline, the provider of accommodation shall be entitled to withdraw from the agreement without providing any further deadline for payment.

- Until two months at the latest before the guest is due to arrive, unless otherwise agreed, the accommodation agreement can be revoked by the provider of accommodation for legally justifiable reasons.

- Until two months at the latest before the guest is due to arrive, the accommodation agreement can be revoked by the client party to the contract without the payment of a cancellation fee.

- Varying cancellation fees: One-sided withdrawals of a contractual partner (client party) beyond the period defined above can only be permitted subject to payment of the following cancellation fees:

- 40% of the total package price from between 2 months and 1 month before the day of arrival
- -70% of the total package price from between 1 month and 1 week before the day of arrival
- 90% of the total package price from within the final week before the day of arrival

If the owners of the accommodation have their own T&Cs for business or cancellations and payment conditions, these apply.

IV. Data protection

Subject to the current <u>data protection conditions</u> issued by the TVB.