

## Terms and Conditions of Unister GmbH

Terms of use agreement between the user (or “you”, respectively) and Unister GmbH. Please read the following general terms and conditions before using this website and/or the services offered by Unister GmbH.

### A) General terms and conditions of Unister GmbH for the use of the website

Unister GmbH (Unister GmbH, Barfussgaesschen 11, 04109 Leipzig, Germany) acts exclusively as a procurer of transportation services, travel, and/or other services (such as travel packages, flights, hotel bookings, car rentals), hereinafter referred to collectively as “service”, for third party service providers, hereinafter referred to collectively as “service provider”. In particular, Unister GmbH does not arrange its own travels in the sense of Paragraph 651a et seq. of German Civil Code or perform other procured services. If a booking is made, a contract regarding the service shall be concluded exclusively between the user and the respective service provider. The contract between the user and the service provider shall be concluded once the service provider confirms a requested service in a legally binding manner. Therefore, the following terms and conditions apply exclusively to the procurement service of Unister GmbH and do not have any influence on the terms and conditions which apply to the performance of the services procured. The latter are stated in the contract’s terms and conditions and particularly in the respective service provider’s general terms and conditions.

#### I. Procurement request

1. By filling in the indicated booking form fields and completing the booking you enter a binding contract with Unister GmbH to arrange for a service which will be performed by a third party. Please note that the indicated booking fields (in particular e-mail address, name) must be filled in accurately, otherwise errors may occur in the scope of the procurement relationship and/or the procured service, which you shall then be liable for.
2. Unister GmbH’s obligations are exclusively limited to procurement services, inasmuch that Unister GmbH only has the status of a travel agency. It shall not be included in Unister GmbH’s contractual obligations to duly fulfill and/or perform the procured service.
3. If during the booking request, you select any special requests, Unister GmbH cannot guarantee fulfillment of these requests. Unister GmbH will not insure that the respective service provider will comply with these non-binding special requests.
4. The credit card details must be entered in the appropriate fields provided. Unister GmbH assumes no liability for damages resulting from failure to do so.

#### II. Service provider’s General Terms and Conditions

Every booking you make using Unister GmbH represents a binding offer regarding the conclusion of a contract with the respective service provider. If a booking request is concluded with the respective service provider, the service provider’s General Terms and Conditions shall apply to this contract. These provisions may regulate, for example, liability, cancelations, changes in bookings, refunds, and terms of payment as well as other special terms. The respective service provider’s General Terms and Conditions are shown at the time the services are selected. The user shall confirm that he has read and accepted the General Terms and Conditions before submitting his booking request.

### III. Confirmation of booking request, correction of data

The contract between the user and the respective service provider shall only be concluded through the legally binding confirmation by the service provider. The message sent to the user by Unister GmbH following the booking request shall only represent a summary and acknowledgement of receipt of the binding booking request. Please check within the indicated time limits if the data stated in this summary are correct and complete. Should there be any discrepancies in the booking request, the user is obligated to inform Unister GmbH about any errors within the prescribed time limit. If Unister GmbH does not receive any change requests within the time limits prescribed, any later change requests cannot be considered.

### IV. Fees/Charges collection of the travel price

1. The procurement activities of Unister GmbH may incur fees which are indicated separately in the scope of the respective booking. Furthermore, flight and hotel procurement is subject to the special conditions stated in V 2. or number VI 1. of the General Terms and Conditions, respectively.
2. If you pay by credit card or debit card, you authorise Unister GmbH to collect the amount due from your credit card or through direct payment on behalf of the service provider. In case of direct collection, you authorise Unister GmbH to share relevant data to the service provider in order to collect the amount due. Unister GmbH states that the payment will be partially carried out by a fulfillment partner.
3. Should you revoke or not complete a payment (debit return, credit card payment return, etc.) without being entitled to do so, Unister GmbH will charge a fee of up to £50.00 for each instance. However, it shall be at liberty of the user to prove that considerably smaller or no damage has been caused.
4. The resulting fees can be paid using the appropriate vouchers provided for this purpose. If the voucher value is equal or lower than that within the scope of the reservation service fee (including applicable taxes), a statement in the amount of the voucher value takes place. You will be charged the difference to the service fee. If the voucher value is higher than the applicable service charge (including applicable taxes), no charging takes place. The service fee will be fully charged. The voucher value will be refunded to your account, after the commencement of your first flight.

### V. Special regulations for flight bookings.

1. The payment of the total amount shall be due immediately after the booking. Regarding payment for charter and low-cost flights, the respective service provider's conditions shall be applicable (airline or tour operator, respectively).
2. For some procurement services, Unister GmbH will charge fees for any related services. This will be separately indicated during the booking process. The service fee amount varies depending on number of travelers, the flight route booked and the utilization of other services. This fee shall be non-refundable for flight cancellations (including cancellations due to changes in flight timetables and/or annulments), unless Unister GmbH is liable for the cancellation.
3. Please note that you are responsible yourself, to comply with the relevant conditions of the respective airline particularly any check-in times. Otherwise, there is a risk of cancellation by the airline. We strongly encourage you to familiarise yourself in good time before departure, with the conditions of the airline. In addition, we would like to emphasize that all flights booked well in advance should be double checked for possible changes in flight times 2 to 3 days in advance of your departure and return flights. If you do not and therefore miss a flight, you are guilty of contributory negligence.
4. Please note that the airlines may have different terms and conditions regarding the travel for passengers under 18 years of age.
5. Please note the airlines' separate terms and conditions regarding the transportation of luggage,

special luggage and excess luggage. We recommend you to read the airline's terms and conditions before booking a flight. Unister GmbH shall not be liable for additional luggage fees levied by the airline or tour operator at the airport.

6. Please note that many airlines offer an online check-in option, which may decrease fees compared to the conventional check-in. You are responsible for choosing the appropriate check-in procedure. Furthermore, please note that the airlines may have different guidelines regarding the issuance of electronic tickets (e-tickets). In most cases, airlines issue e-tickets instead of paper tickets which you will receive in accordance with the airline's terms and conditions. E-tickets may be sent via e-mail. Therefore, we recommend you to regularly check your Email's Inbox and Spam folder.
7. Further information regarding points 5 and 6 can be found in the respective service provider's terms and conditions.

## **VI. General terms and conditions for changes and cancellations**

1. You can generally only change a booked service by rescission of the booked service and booking of a new one. A deviation from this rule shall only be possible if the respective service provider provides for this in the terms and provisions of their contract. Any costs which may arise for changes to bookings (cancellation fees, booking change fees, etc.) or the parts of the travel costs which are due depend on the terms and conditions of the relevant service provider.
2. In case you rescind from the contract (cancellation), any fees incurred will depend on the respective service provider's terms and conditions. We recommend taking out travel cancellation insurance for this case, which, if applicable, covers the arising cancellation costs in insurance cases depending on the type of insurance fare booked.
3. In case a flight ticket is cancelled before it was issued (ie the period between the flight booking completion and the receipt of the airline ticket by email) and the total fare (ie the airfare and taxes) amounts up to £100,00, a cancellation fee of £50.00 per booking has to be paid. In case the total fare amounts up to more than £100.00 the cancellation fee is £100.00 per booking. In case a flight ticket is cancelled after it was issued the amount of costs incurred will depend on the terms of the supplier. Therefore, we recommend that you take out travel insurance, which will depending on the fare type accept the resulting cancellation costs should an insurance claim arise.
4. With each rebooking and/or cancellation, you must claim your request for a rebooking and/or cancellation of the service with Unister. If you would like to rebook or cancel an existing ticket, we recommend you do so either in written form, or by email, in order to assure validity. Unister is entitled to a service fee of up to £50,00 per ticket in every case of late changes in bookings (such as a rebooking, cancelation, refund, name changes etc). In case of a no show (failure to show up for an existing booking without first consulting Unister), a service fee of up to £100,00 per ticket may be charged. These fees do not include any costs that may also be collected from the respective service providers for the requested changes. Sentences 3 and 4 are not valid in the case of a cancelation of flight tickets before they are issued.
5. Numbers 1-4 do not apply to the low-cost flights arranged by Unister. Corresponding wishes (cancellations, rebooking etc.) may only be claimed directly from the service provider.

## **VII. Limited liability of Unister GmbH**

1. Regarding the data and terms of procured services, Unister GmbH depends on information received from the respective service provider. In this context, Unister GmbH is not able to check this information for correctness, completeness, and currentness. Therefore, Unister GmbH does not give you any guarantees or warranties regarding the correctness, completeness, and currentness of this information. The same applies to any information provided by third parties which are referred to on this website.
2. The liability of Unister GmbH for damages compensation towards the user on the basis of the

procurement contract shall be excluded if the damages were caused by slight negligence. This shall not apply if Unister GmbH has failed to comply with a duty, the compliance of which allows the correct execution of the contract and/or in the observance of which the user may normally trust, and/or which is of substantial importance for achieving the purpose of the contract or the infringement of which threatens the achievement of the purpose of the contract, respectively. Unister GmbH is liable for damages limited to those which are typical and foreseeable in the context of such contracts (value of the service procured).

3. Any claims filed against Unister GmbH shall be subject to a limitation period of 1 year, in derogation of § 195 of the German Civil Code.
4. The limitations on liability stated above shall not apply in cases of injury to life, body or health, in case of damages caused by gross negligence by employees, vicarious agents or legal representatives of Unister GmbH, as well as in cases of liability without fault prescribed by law or in cases of expressed guarantees.

### **VIII. Notes regarding passport, visa, foreign currency or health regulations**

1. You are responsible for complying with any passport, visa, foreign currency and/or health regulations of the respective travel destination. Therefore, we recommend researching beforehand these regulations as early as possible through the competent authorities (consulates, embassies, etc.).
2. Unister GmbH does not assume any guarantee for the completeness, correctness, and currentness of any information given hereto on this website.

### **IX. Conversion of foreign currencies and/or language**

1. Should currency exchange rates be stated on the website, they will be based on various public sources and serve only as general information. Actual price may vary from that which is displayed on the website. The exchange rates are not checked for correctness and may therefore deviate from the day's current rate. Furthermore, information on currencies is not updated daily. For the aforementioned reasons, Unister GmbH does not assume any liability for this information.
2. The services displayed and offered on Unister GmbH are delivered directly from international travel booking systems. Therefore, it is possible that terms and conditions which influence the manner, scope and terms regarding a service offered are displayed in a different language. You agree that these terms and conditions shall be applicable. Should you at anytime not understand the terms and conditions, you may at any time abandon the booking process.

### **X. Data protection**

You find information about the use of your personal data by Unister GmbH. Additionally, you will be informed of measures taken for the protection of personal data.

### **XI. Travel Services Ratings**

1. Unister GmbH offers users the opportunity to review procured services or to publish other content. Should the user take advantage of this opportunity, the following provisions shall apply:
  - a. The user agrees to not publish the following content on the website:
    - is untrue (intentionally or negligently);
    - is insulting, intimidating, coercing, offensive, violence-glorifying and/or pornographic;
    - is racist, race baiting, and/or otherwise punishable or unlawful;
    - violates applicable law, particularly rights protecting third parties, e.g.

- copyrights, rights in connection with distinctive signs, patent rights,
- trademark rights or ancillary copyrights, personal rights or property rights, to the passing on of which the user is not entitled;
- contains links or similar data/references or which are suitable to impede the functionality of third party's data processing equipment, particularly computers.

b. The user agrees to:

- to publish a picture only if he has used the depicted image himself,
  - to not review or publish a picture, if the user is being offered a reward for this service by employees, owners or operators of the travel service being reviewed or by employees of the travel organizations and their family members.
  - to not give any incorrect and/or unobjective evaluations and/or false statements regarding travel services, people connected to these, and other conditions/events related to that place which could influence the decisions of other travellers.
  - to give positive as well as negative reviews in the scope of the freedom of opinion mainly with the aim to enable other potential travellers/tourists to get a more comprehensive idea regarding the travel service. The same applies to uploading pictures of a hotel and the correspondent vacation.
  - to not place advertisements for goods, services and/or companies in a hidden (e.g. as travelogue) and/or obvious way.
  - to write comments and reviews to the best of the user's knowledge and belief.
  - to not collect, use or publish personal data of other users or their information.
2. Should the user infringe these terms and conditions or is under reasonable suspicion to have done so, Unister GmbH is entitled to amend, change or delete content without informing the user and without giving a reason.
  3. By publishing content (such as travel advice, holiday pictures and travel videos) the user guarantees that he holds any rights related to this content. He gives Unister GmbH gratuitously and irrevocably the right to use the content in any form and any media (particularly print media, internet, television, mobile telecommunication platforms) which is temporally, factually and regionally unlimited. The right to use comprises the right to reproduce, distribute, and broadcast the content, as well as the right to show it publicly, make it accessible to the public, the broadcasting right, the right to reproduce it through sound and picture storage media, as well as the right to publish the content in the different websites of the Unister Group. In particular, the user agrees to a transfer of these rights by Unister GmbH to third parties. The original context of usage, travel advice, holiday pictures, and travel video, will not be changed.
  4. Should the user not hold the rights of content he published, he guarantees that he received the necessary rights, licenses, consents, approvals, etc. in a legally binding way. Should the user infringe one or more of these guarantees, he shall relieve Unister GmbH of any liability towards third parties and indemnify Unister GmbH to the full extent.
  5. Furthermore, Unister GmbH shall be entitled to place advertisements next to the content which is accessible to the public as well as use them in order to place advertisements and/or take other promotional measures. The user expressly declares his consent to this effect.
  6. The user declares his consent with the fact that his pictures and/or texts may be moved to other categories in order to provide for a better overview, and that the pictures may be compressed. Furthermore, the user agrees that the submitted content may also be edited, deleted or translated in foreign languages by Unister GmbH to a certain extent.

## B) Safety guidelines

Unister GmbH, Barfußgässchen 11, 04109 Leipzig, Germany

Statement on credit cards payment:

1. Unister GmbH provides secure procedure/methods, for the processing of non-cash payments such as credit cards, based on the current state of technology available.
2. Unister GmbH ensures that the collection, storage and use of the data conforms to the Federal Data Protection Act made ([Privacy Policy](#)).
3. Unister GmbH will therefore never ask you to send credit card information through e-mail, fax, mail or other non- encrypted connection. If you should ever receive such a request, we ask that you please ignore it, and contact Unister GmbH immediately ([Contact](#)).
4. Unister GmbH assumes no liability for any damages resulting from the unsolicited mailing of credit card data.

## C) Final provisions

1. Should an infringement of the aforementioned terms and conditions of use or the reasonable suspicion of such infringement, in particular in cases of suspicion of data abuse or criminally relevant behavior, Unister GmbH is entitled at all times to exclude the respective user from the use of this website and/or the services (virtual restraining order).
2. Any claims arising from or in connection with the procurement contract with Unister GmbH shall exclusively be governed by German law. The place of jurisdiction is Leipzig, Germany.
3. Furthermore, you herewith agree that any disputes arising from or in connection with the use of this website shall be subject to German jurisdiction. The place of jurisdiction for constitutional disputes arising from this contract shall be Leipzig, if the user is a businessman and the contract belongs to running his mercantile business. This also applies if the user is a corporate body under public law or special fund under public law or if the user does not have a place of general jurisdiction in the Federal Republic of Germany and is not in the exclusive place of jurisdiction is indicated. This shall also apply if the user's place of residence or the main residence is not known at the time of commencing legal action.
4. In the case that one of the provisions contained herein shall be deemed to be invalid or unenforceable, this shall not affect the other provisions. If the procurement contract is invalid in whole or in part, this shall not result in the invalidity of the procured contract. If the procured contract is invalid in whole or in part, this shall not result in the invalidity of the procurement contract.
5. This contract embodies the entire agreement between you and Unister GmbH regarding this website and supersedes any communication or proposals, regardless if submitted in oral, or electronic, or written form between you and Unister GmbH. We recommend downloading the terms and conditions using the following link and to save them permanently. Please note our separate [Privacy Policy](#).