

## SALES GENERAL TERMS

This Agreement entered into force on \_\_\_\_\_

**FREE MIND CAPITAL SRL (TM TEMPORATOOURS)**, a company registered in ROMANIA, headquartered in 15th Charles de Gaulle, 3rd Floor, Of. 399 Register05, 1st District, 011857, Bucharest, Romania; EUID-ROONRC.J40/15917/2019 represented by VLAD BUSUIOC, CEO, (hereinafter referred to as the "Supplier"), on the one part,

And

«\_\_\_\_\_», a company registered in \_\_\_\_\_, headquartered in \_\_\_\_\_, represented by \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as the "Agent", on the other part,

hereinafter jointly referred to as the Parties, have entered into this Agreement as follows.

<b>Payment Module</b>	_____
<b>RATES PLAN: B2B</b>	

### DEFINITIONS

**In this Agreement**, the following terms shall have the meanings set out below:

**Parties**—the Supplier and the Agent.

**Accommodation** - means the accommodation including all facilities and services advertised on Temporatoours.com that the Supplier has agreed to arrange in connection with the Agent's confirmed booking.

**Air carrier** - means a legal entity (individual entrepreneur) carrying out transportation of the Passenger and the luggage as well as providing related services (catering, etc.) under the Travel agreement (Ticket) concluded between the Passenger and the Air carrier.

**Affiliates** - mean, in relation to a party, its subsidiaries, its holding partner and the subsidiaries of such holding partner or any subsidiaries of subsidiaries or holding companies.



**Booking** – means both requested and confirmed bookings or reservations for Travel Services made by the Agents for nine (9) or fewer persons and processed in the **TEMPORATOOURS** Booking System.

**Cancellation**– means the Agent’s notification sent through the **TEMPORATOOURS** Booking System or in writing, by fax or by e-mail, regarding the Customer’s refusal of the pre-ordered Travel Services.

**Cancellation Fees** – mean those cancellation fees as specified in the Booking System at the time of Booking of Temporatoours Inventory.

**Change of Request**– means the Agent’s notification sent through the **TEMPORATOOURS** Booking system or in writing, by fax or by e-mail, regarding the Customer’s intention to change the conditions of the pre-ordered Travel Services.

**Customer** – means any individual or legal entity that makes a booking of Temporatoours Inventory through the Agent’s or its Sub-Agents’ Websites.

**Destination Services** – mean non-hotel travel services, including but not limited to apartments, villas, sight-seeing, transfers, car rental, rail tickets, air tickets and theatre tickets.

**FIT Products** - mean Fully Independent Travel accommodation and destination services sold by Temporatoours to the Agent.

**Online Booking Products** – mean software booking tools, used to make bookings in the Booking System through the Website, including but not limited to the use of White Label, XML-out products.

**Agent’s Website(s)** – mean the following distribution channels, platforms and websites that are operated directly or indirectly by Agent (\_\_\_\_\_). Where the Agent distributes Temporatoours Inventory through Sub-Agents, using WL or otherwise, for the purposes of this Agreement, any Booking of Temporatoours Inventory made by Customers on the Sub-Agents’ websites and platforms shall be considered as having been made on/through the Agent’s Websites.

**Agent’s (Written) Request**– means form filled out by the Agent in no particular format and sent to the Supplier through the **TEMPORATOOURS** Booking System, by fax or by e-mail in order to book the Travel Services.

**Provider or Providers** - mean the owner(s)/provider(s) of the hotels, apartment(s) and other accommodation of any description featured on the Supplier’s website (hereinafter referred to as [www.temporatoours.com](http://www.temporatoours.com)).



**Supplier's (Written) Confirmation** – means Supplier's response to the Agent's Request sent by e-mail or by fax, which contains information regarding the Supplier's consent to provide services mentioned in the Agent's Request to the Customers (Travellers), including but not limited to the issuance and delivery of the invoice for the Travel Services to the Agent or sending notification through the **TEMPORATOOURS** Booking System.

**TEMPORATOOURS Booking System** – means a travel information and distribution online system, including the website [www.temporatoours.com](http://www.temporatoours.com), which contains information on availability and cost of the Travel Services, which may be used for booking and/or issue of vouchers and other documents.

**Temporatoours Inventory** – means the airline tickets, hotel rooms and other types of accommodation and associated services (such as transfers) available to Agent for Booking from time to time in the Booking system, subject to the terms and conditions specified herein. It also refers to all information that is provided by the Supplier via WL, including, as and where applicable, static and dynamic content, multilingual descriptions, photos, videos, rate descriptions and rates, policies, possible so-called geo data and functions (so-called Point of Interests/POI) as well as information on room availability of the hotels and other types of accommodation.

**Travel Services** – include services involving temporary accommodation of travelers in hotels and other accommodation facilities as well as other specific and related services (including but not limited to transfers, air tickets, excursions etc.), provided by the Supplier, including those provided through engagement of contractors (either resident or non-resident third parties, who provide travel services, engaged by the Supplier under separate contracts).

**Traveler(s)** – means individual(s), being the consumer(s) of the Travel Services.

**Voucher** – means an electronic confirmation of the Booking sent by Agent to the Customer's email address or otherwise in accordance with the Agent's established policies. This confirmation shall include the Booking information, particularly (and as applicable): the name, location (address) of the hotel, the Booking date, expected arrival and departure dates, the room category, bed type, the down payment (if any), cancellation terms, penalty commencement date, the liability (penalties) of the Customer for the non-compliance with the Booking cancellation and amendment policies, the responsibility for the Customer's no-show.

## 1. **BACKGROUND**

A. The Supplier is involved principally in the provision of hotel and flight booking online and other travel related products and services.



B. Agent operates a business as a seller of hotel rooms and other travel and tourism related services and wishes to gain access to Supplier Inventory to display and make available the Supplier Inventory to Customers through the Agent's Websites, or otherwise pursuant to the terms of this Agreement.

C. Pursuant to the terms and conditions of this Agreement, Supplier has agreed, to make available the Supplier Inventory to Agent.

D. Agent will gain access to Temporatoours Inventory via the Booking System (through a password protected site on the Website) and will display the Temporatoours Inventory on the Agent's Websites and will make it available to Customers for online booking or otherwise distribute the Temporatoours Inventory pursuant to the terms and conditions of this Agreement.

## **2. TERMS OF AGREEMENT**

2.1 These Terms & Conditions, together with the Booking Confirmation, any Special Conditions and any mutually agreed schedules or appendices, as applicable, shall form the entire agreement between Supplier and the Agent in respect to all FIT Products sold by Supplier to the Agent ("Agreement").

2.2 If there is an inconsistency between any of the provisions of these Terms and Conditions and Booking Confirmation, any Special Conditions and any mutually agreed schedules or appendices, as applicable, the provisions of these Terms and Conditions shall prevail.

2.3 The Agent represents and warrants to Supplier that the person signing the Agreement on its behalf is duly authorized to do so and to validly represent and bind the Agent under the Agent's constitution documents and the laws of the country of the Agent's incorporation and all formal requirements necessary to bind the Agent, including but not limited to, the requirements to seal this Agreement, if applicable, have been complied with.

2.4 The relations arising hereunder are not exclusive.

## **3. WARRANTIES and UNDERTAKINGS:**

**3.3. Supplier** agrees, warrants, undertakes and represents that at the date of this Agreement and, where applicable, at all times during the term of this Agreement:

3.3.1. It shall provide the Agent with reference, guidance, advertising and other materials required, by placing them on the Website [www.temporatoours.com](http://www.temporatoours.com), in order for the Agent to conclude the Travel Services Agreements;

3.3.2. It shall assist the Agent's representatives in obtaining (drafting) the Customer's (Traveller's) required documents, particularly – the Voucher, in case such documents must be provided to the Customer (Traveller) according to the Supplier's terms and conditions. Should the Agent's representative fail to prove the power of receipt for such document, the Supplier has the right to refuse the issuance of the documents to the Agent's representative. In case of partial or delay payment for the Travel Services, the Supplier shall refuse the issuance of such documents and shall consider that the Agent's Booking is cancelled;

3.3.3. It shall inquire clarifications from the partners regarding the nature and specific features of the Travel Services provided and send them to the Agent;

3.3.4. It shall provide to the Agent up-to-date information on Travel Services' fares (prices) by publishing such information on the Website [www.temporatours.com](http://www.temporatours.com) or;

3.3.5. It shall notify the Agent, in a timely manner, the main conditions regarding the Travel Services provision and the operating procedures rules by publishing such information on the Website [www.temporatours.com](http://www.temporatours.com). The information shall be placed and updated on the Website [www.temporatours.com](http://www.temporatours.com) and, upon request, may be provided in XML format. The conditions and provisions published on the Website [www.temporatours.com](http://www.temporatours.com) and applicable to the Supplier's and Agent's activities, shall make an integrated part hereof and shall be binding for the Parties;

3.3.6. It shall provide the Agent with Vouchers, generated by the Agent on the Website [www.temporatours.com](http://www.temporatours.com), regarding Travellers hotel accommodation and other Travel Services received by the Travellers.

**3.4. Agent** agrees, warrants, undertakes and represents that at the date of this Agreement and, where applicable, at all times during the term of this Agreement:

3.4.1. It shall independently promote the Supplier's Travel Services;

3.4.2. It shall provide the Traveller(s) with accurate and reliable information, in accordance with the laws of the country of the Agent's residence, before entering into the Travel Services Agreement;

3.4.3. It shall notify the Customers (Travellers) that the term for the submission of claims regarding the Travel Services' quality is 15 (fifteen) calendar days starting from the travel end date, otherwise, the claims will not be taken into consideration.

3.4.4. It shall notify the Supplier in writing of receipt of the Customer's claim within one business day following the receipt of such claim;

3.4.5. It shall provide safe keeping of the Customer's (Traveller's) documents, particularly – Voucher, if necessary, until the delivery of the documents to the Customer;

3.4.6. It shall deliver the relevant documents to the Customer within the term stipulated in the Travel Services Agreement. The Agent shall be held liable to the Customer in case of failure to comply with the term stipulated in the Travel Services Agreement;

3.4.7 It shall guarantee (act as guarantor for the Supplier) the Customer's performance of all monetary obligations, under the Travel Services Agreement.

#### **4. NO INTELLECTUAL PROPERTY RIGHTS PROVIDED**

All intellectual property rights in and in relation to the Booking System, its components and any other systems or devices are owned by and/or exclusively licensed to Supplier. All reports, designs, specifications and all media and other content developed or created under this Agreement, shall be the sole and exclusive property of Supplier.

#### **5. PAYMENTS METHOD/ ACCOUNTING AND SETTLEMENTS**

The payment for the Travel Services booked by the Agent shall be made in accordance of one of the following procedures:

##### **6.1. Prepayment**

With this type, the invoices shall be issued to the Supplier and printed on the Website [www.temporatours.com](http://www.temporatours.com) immediately after the commencement date of the Booking. All amounts are due and entirely payable by the Agent before booking deadline, unless otherwise expressly specified in this Agreement.

In case of delayed payment, the booking will be cancelled with prior notification sent to the Agent by e-mail, and any obligations of the Supplier related to the booked Travel Services shall cease.

##### **6.2. Payments by credit cards**

Payments made by credit card (including any required documents related to) shall be addressed to the corresponding Supplier's office (email: [support@temporatours.com](mailto:support@temporatours.com)), according to on the travelling destination and according to the following procedure: Agent shall send to the Supplier a two-sided photocopy of the credit card, a copy of the holder's identity card and the authorization signed by the holder of the credit card, including the invoice number and amount. The credit card holder must be a member of the Agent staff who has been previously authorized by the company's management to make payments. Agent will be responsible for the correct payment procedures by the credit card holder.

An extra percentage will be charged for payment by credit card.

**6.3.** In the event of special payment conditions granted to the Agent, an agreement, related to payment conditions in accordance with **Clauses 6.4 and 6.5. hereof**, shall be signed between the parties.

**6.4. Floating deposit (credit limit)**

Credit Limit shall be specified in the Financial Agreement.

By this type of payment method, Agent will transfer to the Supplier the amount relevant to the sales volume. Once the agreed Credit Limit is exceeded, the Supplier shall request and Agent shall make an immediate payment on Supplier account so that it falls below the Credit Limit.

Agent and Supplier may agree on different Credit Limits which will be reflected in the Financial Agreement as may be from time to time mutually agreed between Parties.

**6.5 Deposit (Credit limit) - Cash payment method / bank wire**

With this type, Partner cannot order any passed deadline air ticket or even hotel or transfer. They are allowed to book all the booking which are out of cancellation deadline and they will make full payment to the Supplier before their deadline goes to finish. In order to obtain access to the Temporatoours application, the user will deposit an initial amount of \_\_\_\_\_ Currency \_\_\_\_\_ on the bank account of the Supplier (Details and account numbers on first page).

This Bank Deposit remains, in full and at all times, in the Supplier's account for the duration of the present contract. However, in case Agent fails to pay his invoices, the Supplier is entitled to use this Bank Deposit to settle all open invoices that the Agent has at that time with the Supplier. In such case, the Supplier will inform the Agent of which invoices are being paid for by means of the Bank Deposit.

At the end of the present contract, the Supplier will pay back the full amount of the Bank Deposit deducted with any open invoices the Agent might have at that time with the Supplier.

In case the monthly sales volume of bookings exceeds the amount of the outstanding Deposit, the Supplier will request the user to increase the Deposit to the actual total sales value of the bookings per month. In case the Agent refuses to do so, the Supplier may limit the total sales value of bookings per month to the outstanding Deposit or may even decide to discontinue the service.

**6.6.** Once an «ok to buy / payment guarantee" was made, the Agent has purchased and accepted the FIT Products in relation to which the invoice has been issued.

All payment terms will be calculated based upon the date of "OK TO BUY" transaction made by the Agent in the system in relation to Bookings.

The Agent shall pay the Supplier by Bank wire transfer. Supplier shall provide the bank transfer details to the Agent as and when required.

The Agent can make lump sum advance payments to the Supplier which can be adjusted with the due invoices. The Agent needs to top up the advance once the balance gets low.

6.7. Invoices issued within the settlement framework will be available on the Website [www.temporatours.com](http://www.temporatours.com).

6.8. The invoices will be issued in **EUR, USD**.

6.9. In certain cases (including group bookings and bookings for special events) the full payment (in case any penalties apply to the Booking or the credit limit for the current settlement period is exceeded) or partial advance payment may be required depending on extent of the group request and contract conditions with the provider. The amount of advance payment shall vary from 50% to 100% with the payment made on the Supplier's first demand. For these purposes, the Agent shall provide a copy of the bank statement as the proof of the payments made.

6.10. Based on the accounting and settlement period, the Supplier shall provide the Agent with "Reconciliation of accounts based on sales of accommodation and other travel services", detailing the breakdown of purchased FIT Products by the Agent within the billing period. The Agent shall review and sign the reconciliation report within five business days following the date of receipt thereof. Should the Agent fail to provide disagreement, the Report shall be deemed accepted.

6.11. If there is any item of bona fide dispute arising out of or in connection with any invoice or consolidated statement, full details of the dispute must be made known to the Supplier by the Agent in writing within ten (10) days of the date of the disputed invoice(s) or consolidated statement. In case of the Agent's failure to provide the Supplier with full information on the relevant Booking within 5 (five) days upon completion of the relevant accounting and settlement period, the Agent shall lose the right to receive any compensation, nomination of any claims to the company.

6.12. Should the Travellers check out from the hotel before the due date or change the accommodation conditions (periods, room type etc.) or fail to arrive to the hotel, the payment for the services shall be accrued at their full cost, provided the Supplier had been notified prior to the issue of invoice and the Agent provided relevant documents, proving the Traveller's check-out from the hotel. Should the Supplier have been notified,

the later shall find out the details with the relevant provider of the Travel Services and issue invoice in accordance with information obtained from such provider and/or hotel. As a result, the payment may be charged for additional nights. In cases when the Traveller checks out from the hotel before the due date, the Traveller shall always receive written check-out confirmation in the hotel, which would state that the amendment was accepted and no payments shall be charged. The Agent must consider the terms and conditions of this clause when determining the terms and conditions of the Travel Services Agreement.

6.13. The Customer's statement that the hotel rate was lower than the Supplier's rate shall not be accepted by the Supplier as the reason for failure to make payment.

6.14. Payment of Supplier's invoices must be made by the Agent in the quoted currency by banker's draft or bank transfer to the relevant bank account specified in these Terms and Conditions (bank fees, related to transfer of funds to the Supplier's accounts, shall be paid by the Agent individually from his own funds).

6.15. Any bank fees for transfer of funds hereunder shall be paid by the Party, which makes the payment. In case the fee is written off from the amount of payment by intermediary banks, such amount shall be classified as expenses of the Party, which makes the payment, and is not subject to reimbursement by the other Party.

6.16. In case any tax shall be withheld by the Agent from payment, the Partner shall increase the payment in favour of the Supplier so that the total amount credited to the Supplier's account would equal the amount mentioned in the Supplier's invoices.

## **7. Sub-Agents: ONWARD DISTRIBUTION**

Agent may make the Temporatoours Inventory available through third parties or other offline travel agents or facilitators ("Sub-Agents") or otherwise engage in any onward distribution of any kind without the prior authorization and approval by the Supplier.

All Sub-Agents will need to comply with all of material terms and conditions of this Agreement and the Agent shall in any event be responsible and financially liable for any breach of this Agreement by Sub-Agents and the Agent hereby indemnifies and fully holds the Supplier harmless of any breach, without prejudice to other remedies.

## **8. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION**

8.1. In case of breach of the obligations stipulated by the present agreement, by either Party, the Party in breach shall be held liable in accordance with the German laws and with the provisions of the present agreement.

8.2. Should the Agent fail to pay the Travel Services according the terms and conditions stipulated in the Clause 6.5 hereof, the Supplier has the right to charge penalties in the amount of 1% of the debt for each day of delayed payment. In such case, the Supplier shall issue an invoice subject to immediate payment.

8.3. Except the penalties mentioned at 8.2., the Supplier has the right to be compensated by the Agent for any damages related to the performance of the Agreement, caused by the Agent, the Customer or by a subcontractor, if applicable.

8.4. The following personal number (**reseller code**) shall be used to identify the Agent's Bookings: \_\_\_\_\_ . The use of personal number will be considered the sufficient evidence of the Agent's booking of the Travel Services by the Parties.

8.5. The Supplier shall not be held liable for any damages caused to the Costumers, by the service providers, hotels, transportation companies or other companies and persons which provide services booked through the Supplier.

8.6. The Supplier shall not be held liable for the accuracy of the information provided by third parties (including, but not limited to: hotel description, accuracy of schemes and maps, accommodation in the system etc.). The hotel categories, provided by third parties, may differ depending on local provisions or other reasons.

8.7. The Agent shall be held fully liable for providing all data and information on the terms and conditions, due dates, requirements and restrictions regarding the services provided to the Customers, including the booking and cancellation of the travel services.

8.8 The Agent's actual Booking through the Supplier shall serve an adequate proof of the Agent's agreement and consent to the rules and conditions, set forth herein and on the Website [www.temporatoours.com](http://www.temporatoours.com).

8.9 (i) If any dispute (Dispute) arises between the Parties in relation to any terms of or obligations under this Agreement, any Party to the Dispute may give the other Party a notice in writing (Dispute Notice) specifying the details of the Dispute and requiring that it be dealt with in accordance with this section. (ii) The Parties agree that, where a Dispute Notice has been given, they shall first attempt in good faith to resolve the Dispute by negotiation within 10 Business Days of the Dispute Note being received by the relevant party.

## **9. INDEMNITIES**

Each Party to this Agreement (the "first Party") shall respectively hold the other Party harmless and shall fully indemnify the other Party and any officers, contractors or employees, Partners, successors or assigns of the other Party for and against any Loss suffered or incurred by the other Party directly or indirectly as a result of any breach of this Agreement by the First Party including without limitation, any breach of the warranties this Agreement and any negligent act of the first Party and/or any officers, contractors, subcontractors, employees, Partners, successors or assigns of the first Party. Any indemnity payment payable under this section shall be paid on an After Tax Basis. For the avoidance of doubt, if the Party in receipt of the indemnity payment obtains or will obtain a credit of Tax or refund of Tax or other Tax benefit directly as a result of the indemnity payment, it must notify the other party and, were applicable, refund the Party that has made the indemnity payment to the extent of any such credit of Tax, refund of Tax or other Tax benefit.

## **10. FORCE MAJEURE CIRCUMSTANCES**

101.1. The Parties shall not be held liable for failure to perform their obligations hereunder, should any force majeure circumstances occur. Force majeure circumstances are any external, unpredictable, absolutely invincible and inevitable events.

10.2. The affected Party shall notify the other Party in writing of occurrence of the force majeure circumstances within 4 (four) days following the commencement of such circumstances. Otherwise, the affected Party may not invoke the force majeure circumstances.

## **11. CONFIDENTIALITY**

For the purpose of this section, Confidential Information means any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise, relating to the business, finances, affairs, tools (including those provided on a technology), products, services, personnel, customers, suppliers (including precincts, future and potential personnel, customers and suppliers), process, commissions, rates, vendors, processes, or methods of one party or its group members, which is disclosed to or otherwise obtained by the other party in connection with this Agreement and the existence, terms and subject matter of this Agreement.

Each Party shall keep the other's Confidential Information confidential and shall not divulge the same to any third party except for the purposes of this Agreement or use it itself for any other purpose without the prior written consent of the other party.

Each Party shall be entitled to divulge the other party's Confidential Information to its employees, agents, directors, officers, authorized sub-contractors, professional advisors and consultants who have a need to know the same in connection with this Agreement (unless otherwise specified) provided that the receiving party shall ensure that such persons are aware of and, shall procure that such persons comply with, these obligations as to confidentiality.

## **12. DATA PROTECTION**

12.1. For the performance of this Agreement, both Parties must comply with the provisions of the Data Protection Regulations.

12.2. Agent understands that the provision of travelling services includes the collection, processing, storage and record of certain personal data (in accordance with the applicable data protection laws) of the Customer (Traveller). Agent knows and agrees that the Supplier may use all or any of these data for the purposes of providing the travelling services. Agent shall duly inform the data subjects regarding the processing of their personal data hereunder, and, if necessary, shall obtain their prior written consent, in accordance with the applicable data protection laws.

12.3. Supplier shall provide confidentiality and safety for the personal data of the Agent's Customers, provided by the Agent for the execution of this Agreement, and undertakes to use the indicated personal data exclusively for the execution hereof.

## **13. TERM AND TERMINATION**

13.1 This Agreement shall remain in force from the Commencement Date will automatically renew for an additional 12months ("Renewal Term"), in the absence of written notice of cancellation by either Party, received by the other Party with at least 90 days prior written notice.

13.2 Either party may terminate the Agreement, without prejudice to its other rights and remedies, with immediate effect by written notice to the other party if the other party:

i. commits a breach of any of its obligations under this Agreement and in the case of a remediable breach, fails to remedy it within 30 days of the date of receipt of notice from the other specifying the breach and requiring it to be remedied;

ii. becomes insolvent or unable to pay its debts, proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), or dissolution; if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, if it ceases to carry on business or if it claims the benefit of any statutory moratorium or there occurs in relation to that party, any event which is analogous to any of the events referred to in this clause 10.2 in any part of the world

iii. being a sole trader, dies or a bankruptcy petition is presented, or there occurs in relation to that party any event which is analogous to such a bankruptcy event in any part of the world; or

13.3 Supplier may terminate this Agreement, without prejudice to its other rights and remedies, with immediate effect by written notice to the Agent if the Agent undergoes a change of control.

13.4 The termination of the Agreement is without prejudice to any obligation of either party expressed to continue after termination.

13.5 This Agreement, including any Annexes hereto, was drawn up in English in two counterparts of equal legal effect, one for each Party. Any documents, required for the execution hereof (including invoices, statements, claims etc.), shall be drawn up in English.

13.6. Parties may sign this Agreement and annexes by digital signature via the DocuSign webservice (<https://www.docusign.com/>). The Parties agree that, in case, if this Agreement or any annex has been signed by digital signatures it has the force of the original.

#### **14. TRANSFER OF AGENCY**

Agent shall not assign, transfer or delegate its rights or responsibilities under this Agreement without the prior writing consent of the Supplier.

#### **15. NOTICES**

Any notice or other communication required or permitted to be given herein shall be sent by mail, electronic mail, courier letter, telegram or telex by one party to the other, as follows:

(i) For the Supplier:

Tel: +7 (495) 204-27-83

Email: [support@temporatours.com](mailto:support@temporatours.com), [support@etm-system.com](mailto:support@etm-system.com)

(ii) For the Agent:

Tel: + \_\_\_\_\_

Email: \_\_\_\_\_

**SUPPLIER:**

**FREE MIND CAPITAL SRL**

**(TM TEMPORATOOURS)**

CUI 41929324

Legal Address: 15th Charles de Gaulle, 3rd Floor, Of.  
399 Register05, 1st District, 011857, Bucharest,  
Romania

ALPHA BANK ROMANIA

**(EUR):** IBAN RO49BUCU1111 304255933EUR

**(RON):** IBAN RO56BUCU 1111304255932RON

**(USD):** IBAN RO46BUCU1111 304255934USD

SWIFT BUCUROBU

Bank address: 237, Calea Dorobanți street, Bucharest,  
010566, Romania

VLAD BUSUIOC

Title: CEO

Date: \_\_\_\_\_

**AGENT:**

\_\_\_\_\_

Tax. No \_\_\_\_\_

Bank: \_\_\_\_\_

Account number: \_\_\_\_\_

IBAN: \_\_\_\_\_

SWIFT: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

As of \_\_\_\_\_

## **GENERAL OPERATIONS OF WEBSITE AND CUSTOMER SERVICE**

### **Use of the TEMPORATOOURS Booking System**

These Terms and Conditions represent the agreement between the Agent, who uses the **TEMPORATOOURS** Booking System, and the Supplier.

The Terms and conditions shall set forth the rights and obligations of all the authorized users of the Agent and the Supplier with reference to services and products, offered on the Website [www.temporatoours.com](http://www.temporatoours.com).

The Supplier shall act exclusively as an agent for booking of the Travel Services, offered by providers. The website is available to the Agent for making legitimate hotel bookings only and **not** for speculative, false or fraudulent bookings. Agent shall be held financially liable for any transactions held under the Agent's login, and shall provide the Supplier with accurate information on any persons, travelling on the basis of the Requests for Bookings.

Supplier shall provide codes (username and password) for access to the **TEMPORATOOURS** Booking System within 48 hours following the signing of the Agreement by both Parties. A strictly confidential personal access code will be generated for every user, which shall be used exclusively for the actions taken hereunder.

Supplier shall not be held liable for unauthorized access to the **TEMPORATOOURS** Booking System by any third party by way of use of the confidential access code, provided to the Party. For security reasons the Supplier shall reserve the right to change the access code with prior notification.

#### **I. Hotel reservation rules:**

All bookings must be made online or sent to e-mail address: [support@temporatoours.com](mailto:support@temporatoours.com), [support@etm-system.com](mailto:support@etm-system.com)

Agent may apply one of the following options to process the Booking:

- "OKTOBUY/payment guaranteed": each Booking is assigned a certain time limit, but the Agent may cancel the Booking before the deadline with no penalties being charged (the Booking will not be cancelled automatically);



- "Confirmed": the Booking is cancelled automatically prior to expiration of the time limit in case the Agent failed to use the option "OKTOBUY/payment guaranteed";

- Agent, based on advance payment, shall make payment and provide the Supplier with the relevant supporting document (SWIFT) in order to prevent cancellation of the Booking and have the possibility to issue Voucher;

- in case of Request for Booking confirmed via e-mail, the Supplier shall provide a written confirmation to issue Voucher by way of using the "OKTOBUY/payment guaranteed" option.

Agent shall be held liable for checking all the details of confirmation, change and/or cancellation.

All the Requests are assigned a certain booking cancellation deadline, which shall be indicated in the Booking.

Once the reservations/requests are confirmed, payment, cancellation, amendment, no-show, and refund/discount policies will apply as described under this agreement.

#### **Cancellation & Amendments:**

Any Cancellations and Changes shall be made through the **TEMPORATOOURS** Booking System or sent by e-mail to the address: [support@temporatoours.com](mailto:support@temporatoours.com), [support@etm-system.com](mailto:support@etm-system.com)

Agent must ensure that it has received written confirmation from the Supplier that the booking has been cancelled. All requests for cancellations that are **not** made in proper time frame are subject to cancellation fee determined by Supplier.

Supplier will **not** be bound by or held responsible for any changes and cancellations made directly with the hotel.

#### **Special Event Periods**

During Special Event Periods, Providers may pass on a different cancellation policy of which the Agent will be informed as soon as the Supplier is notified.

#### **Prices**

The prices offered to the Agent are confidential and may not be disclosed to any third party to this Agreement, including any subsidiary, affiliate or holding company or any subsidiary of the holding company of the Agent.

Prices quoted on TEMPORATOURS.COM are net prices (non-commissionable) including all indirect taxes except any tourist/stay tax, which will be payable by the end consumer at the airport/hotel; therefore, the final price paid by the end customers shall include all indirect taxes but the ones specified above. Any increase or change in the applicable tax will be directly added to the prices offered in this Agreement.

Rates are quoted in USD / EUR

The Supplier's rates, shown in the **TEMPORATOURS** Booking System, **shall not** apply to groups, that is to the Bookings for over 5 rooms at the same time for a single booking period and accommodation facility.

PRICES PER TRAVEL SERVICE:

TYPE OF TRAVEL SERVICE	PRICE CONDITIONS
Hotels and other accommodation establishments	<p>Prices quoted are per person per night or per unit per night.</p> <p>Price does not include any extra services such as telephone calls, insurance, laundry service, minibar, parking, etc., which shall be paid directly by the end consumer.</p>
Transfers and excursions	<p>Prices quoted are per person per service.</p> <p>In most cities, these are provided not as a complementary and/or additional service to accommodation, but as an independent service.</p>
Car rental	<p>Prices quoted are per vehicle per day.</p> <p>Price includes service as specified in special terms and conditions to be applied.</p>
Tickets	<p>Prices quoted are per show or event.</p>
Vacation Rental	<p>Service as specified in the booking confirmation.</p> <p>The following items could be excluded from the price: (i) any refundable deposits which may be required by properties, (ii) non-refundable fees for</p>

	services (i.e. cleaning services, Wi-Fi etc) and (iii) local taxes. These should be paid by end consumer at arrival if applicable. Any of these items should always be informed at the time of booking and written in the voucher.
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### **Hotel Information**

While Agent considers to present hotel information as accurately as possible on **TEMPORATOOURS** Booking System, the Supplier is not responsible for accuracy of the information displayed on the website or for any facilities that may or may not be available at the hotel during Customer's stay or not suited to his/her/their individual tastes and preferences.

The pictures of hotel and hotel rooms are provided to create general idea of the hotels selected. The pictures of the hotel rooms may represent the rooms of the other category, which differ from the rooms, booked by the Agent, and/or differ from the Customer's room, provided in the hotel.

### **Accommodation**

The **TEMPORATOOURS** Booking System shall display only those accommodation options available online.

As a rule, the System shall display standard rooms, except for the cases when another room category is indicated.

A single room is equipped with 1 (one) bed and is suitable for 1 (one) person. Double/twin rooms, as a rule, are equipped with 1 (one) or 2 (two) beds, which are suitable for 2 (two) persons. Nevertheless, DOUBLE/TWIN rooms may sometimes have only 1 (one) bed. The Customers may request separate beds upon arrival however, separate beds are not guaranteed. A triple room, as a rule, is equipped with 1 (one) single or double bed + additional bed or 2 (two) double beds. Quadruple rooms may have 4 (four) single beds or 2 (two) double beds and are suitable for 4 (four) persons. Rollways are usually available at a small fee payable to the hotel.

The decision of room allocation to the travelers is made by the hotel, except for the cases when the Booking is made and certain room is particularly confirmed.

### **Late Check-In**



If a Customer is expected to have a late check-in, please contact the hotel and inform them of Customer's arrival time. Some hotels have limited reception services. Any failure to notify the hotel of the late check-in may result in cancellation of the Booking.

### **Special Request**

Specific room types, smoking preferences & bedding types for double/twin rooms cannot be guaranteed and are subject to availability at the time of check in. It is always guaranteed that the room provided by the hotel will accommodate the number of Customer(s) booked.

### **Early Check-Out**

Early check-out related refund demands should be accompanied with hotel issued early check-out permission. However, the early check-out permission itself does not guaranty any refund, and the refund may be claimed only, if and when, provider does not invoice the Supplier.

### **Taxes and Incidental Expenses**

There may be additional compulsory taxes, which are payable locally and are collected directly from the Customer by the hotel. Agent must ensure that the Customer is aware that such local taxes may be payable in certain destinations, and that Customers will need to make allowances for these extra local charges.

Supplier has no control over any extra charges that a hotel may implement for guest room incidentals such as; air conditioning, safe, mini fridge, car parking, internet fee, etc. Any such charges must be paid directly to the hotel and Supplier cannot be held responsible for any incidental charges passed on by the hotel.

### **Redecoration, Renovations & Maintenance**

Such works are necessary for the upkeep of hotels and the same may take place without any prior warning. However, the Provider will endeavor to keep such inconveniences to a minimum. The effects of normal wear and tear can be expected in a hotel and these are beyond Supplier's control. Supplier cannot accept responsibility for any disturbance or inconvenience to Customer(s) or for accidents or losses in a hotel caused by hotel management or staff members.

### **Refunds/Discounts:**

All requests for discounts and/or deductions due to complaints or claims by Customers shall be presented in writing to Agency within fifteen (15)-days after checkout or end of service. Supplier shall determine the validity of all requests for discounts and/or deductions within the following 10 days of issue of the claim. Any discount and/or deduction taken unilaterally by the Agent without complying with the

provisions of this clause shall be considered a breach of the payment obligations of the Agent and Supplier shall have the right, at its sole discretion, to terminate this Agreement and/or halt or reduce the commission payment.

### **Client nationality**

When the nationality of the client is entered while making a search, the agency confirms that the nationality of the passport of the client is entered, the rates displayed after the search results will be for the nationality entered during the search, so any incorrect nationality entered may cause financial loss. Our reservation system cannot be held responsible for such financial loss.

### **II. Air tickets reservation rules:**

Booking of tickets:

- All booking requisitions shall contain clear, accurate and specific information required for issuing correct tickets and in the format as prescribed by the Supplier time to time.
- Tickets once issued shall be conclusive, final and binding on the customer as regards the details contained therein unless any discrepancy in the particulars is reported by customer to temporatoours.com within the same working day of its issuance. The tickets are subject to availability and also subject to the rules as framed by the concerned airlines.
- It is the obligation of the customer to notify temporatoours.com of any changes in their designated representatives and temporatoours.com will not be liable for any bookings made by unauthorized persons.
- By presentation of any information for booking, customer warrants:
  - i. That all statements of fact contained therein are true and complete and accurate.
  - ii. It has satisfied itself about the passenger's credentials based on the documentary evidence.
  - iii. That customer has complied with all applicable laws.
- Customer agrees to abide by the terms and conditions of purchase imposed by any airline with whom customer elects to deal. Unless otherwise stated in the fare rules, all fares are "non-refundable", "non-transferable" and non-assignable" and cannot be changed once purchased. Customer is responsible for ensuring that it abides by the terms and conditions of purchase imposed by any airline with whom customer elects to deal, including terms and conditions of purchase set forth in an air carrier's fare rules or contract of carriage.

### *Ticket issuance*

• Ticket orders must be placed on platform or by email as reply to the quote email with clear indication of price quoted & accepted and the itinerary to be ticketed.

- temporatoours.com will not issue airline tickets unless directed by authorized representatives of the customer. The Supplier may, but shall not be required to request that such direction be received in writing prior to the issuance or cancellation of any airline tickets or making any modifications thereto. E-tickets will be dispatched electronically without additional charge.

- temporatoours.com will ticket if the booking is within deadline or if the itinerary can be rebooked. Temporatoours.com will revert back within 3 hour if the ticket order cannot be executed.

- Customer will be notified promptly if its fare cannot be ticketed and in most cases an alternative may be offered depending upon feasibility. If customer declines the alternative, it will not be charged. It is customers responsibility to ensure that sufficient funds are available for any air ticket purchased.

- On rare occasions, customer may receive a flight confirmation, but the airline may not accept the request to issue a ticket. In this event, temporatoours.com will email customer a rejection email without being liable or responsible for such rejection. It shall be the sole responsibility of customer to give the correct latest address/email id. In the event of communication via email, customer will not be charged for such notification.

- If customer agrees to a wait listed PNR, the PNR is not confirmed and may be cancelled. Once confirmed, customer will be notified of the final price. Customer is responsible to provide all information with respect to flight schedule changes to the traveler, whether or not listed on PNR's. In the event the flight schedule change is not indicated on the PNR, temporatoours.com will use its best efforts to notify customer of any flight schedule changes. Temporatoours.com upon customer's request will use its best efforts to accommodate traveler requested changes in the flight schedule. Any costs in this regard will be borne by the customer.

#### *Rates and payment processing*

- The total cost of a Air service shall be determined by the Booking System and(or) rates and fees (charges) of the Air carrier, airport and other fees (charges).

- The total cost of a Hotel service shall be determined by the Booking system and(or) rates and fees (charges) of the Services provider.

- In case of a refund of money permitted by the Booking System in favour of the Customer for an unused Air ticket / Hotel service, and in case of an exchange of a Air service / Hotel service permitted by the Booking System, Supplier shall additionally charge the Partner a service fee for execution of a return / exchange in amount of 15 EUR (fifteen euro) for each case of such refund / reissue.

- Upon booking the tickets in accordance with the instructions of customer, the liability of temporatoours.com to make the payment shall become absolute not withstanding any claim, counter claim or dispute or differences between customer and its clients.

- All claims, disputes, differences, action, complaints, grievances of whatsoever nature between the Agent and its client/ the traveler/ passenger with regard to the ticket booking or cancellation thereof of including delay or re-scheduling or cancellation of any flight and all matters pertaining thereto or arising there

from shall be the sole concern and the responsibility of the Agent, airline and the concerned client/ passenger or traveler, as the case may be, and temporatoours.com shall not have any responsibility or liability in that respect. It is the obligation of the Agent to ensure that it informs the client/ traveler of the same.

- The prices are final at the time of confirmation. The booking will be finalized for the total amount confirmed on the system.
- Rates are confidential and must not be disclosed or used in negotiations with a hotel/provider or third party.
- We reserve the right to amend all rates quoted in the event of any changes in government taxes. Any such charges will affect new and existing bookings for passengers who have yet to stay at the hotel or utilize the service booked.
- At certain time, bookings may have a price confirmed which is higher than the rate we publish and even the normal rack rate. This is usually due to a hotel charging because of a difficult or busy period (e.g. Trade fairs & sporting events) in this case the rate on the booking confirmation will supersede the normal rate published.
- The rates displayed on this system are valid for leisure use only. If the client of the agency is not travelling for leisure purposes and if it becomes known our sales team cannot be held responsible if the hotel charges at the rack rate or higher rate than original booking.
- In the rates that are displayed in the system tourist, local or city taxes may not be included. City tax information might be displayed on the remarks part in the voucher but not always. If you are not sure please contact our sales team for more information.

### **Help Desk Support**

All Agent's requests shall be made using the On-Line Booking System (OBS) or by email, [support@temporatoours.com](mailto:support@temporatoours.com), [support@etm-system.com](mailto:support@etm-system.com), should the OBS not be working. For this purpose, Agent must provide an e-mail address. It is Agent 's responsibility to inform the Company in writing of any changes to such e-mail address.

Supplier shall provide its reply to the Agent's Requests, sent through the **TEMPORATOOURS** Booking System or by e-mail to the address \_\_\_\_\_, within the following timeframe:

- Requests for Bookings "on request": 24 to 48 hours;



- Requests for individual Booking: next 24 hours;
- Requests for group Booking: next 72 hours;
- Requests for cancellation, change or calculation of the Booking made: next 24 hours;
- Requests for additional information: next 48 hours;
- urgent Requests: the shortest possible time

Working hours: live support 24/7/365

Emergency phone number: +7 (495) 204-27-83

Agent will ensure that the Supplier is given booking requests in sufficient time for the Supplier to be able to confirm the request, confirm an alternative if the requested product is not available, or to reject the booking.

Confirmations from the Supplier should be checked by the Agent upon receipt and queries raised with the Supplier as soon as practically possible. It is the responsibility of the Agent to ensure that the Supplier confirmations are for hotels and services required and to cancel if any is not. Failure to cancel the confirmation of a requested hotel or service or an alternative hotel or service confirmed within the applicable deadline, will result in a minimum one-night charge.

**Updates to Terms & Conditions:**

Supplier reserves the right to amend or update these terms and conditions relating to the use of the site without prior notice to Agent. The latest version of the terms and conditions will always be available on [www.temporatoours.com](http://www.temporatoours.com). By using the **TEMPORATOOURS** Booking System the user shall agree with its content and legal effect of the current version.

**SUPPLIER:**

**AGENT:**

**FREE MIND CAPITAL SRL**

\_\_\_\_\_

**(TM TEMPORATOOURS)**

VLAD BUSUIOC

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_