

**Dear traveler,**

The following regulations shall apply to all legal transactions between ABC Travel Service GmbH & Co KG (hereinafter referred to as travel agent) and you, the passenger (hereinafter referred to as customer).

The regulations complement and fulfill legal standards. Please gather the terms and conditions for individual or travel services from the service description of the particular tour operator or service provider that was handed to you with the confirmation.

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**1. Conclusion and Terms of the Contract**

1.1. The travel intermediary informs the customer prior to conclusion of the contract in accordance with Art. 250 §§ 1-3 EGBGB when selling a package deal as well as according to § 651w BGB in accordance with Art. 251 EGBGB when mediating linked travel arrangements.

1.2. The customer agrees in writing, orally, by telephone or electronically (for example by e-mail) to a binding booking order which concludes an intermediation contract for travel services, which the travel agency accepts in writing or via e-mail.

1.3. You can cancel or interrupt the online booking process at any time to correct any errors you make. By clicking on the button „charge booking“ you lock into a contract with ABC Travel Service for the mediation of travel services. The customer will also ensure that all participants will adhere to the contractual obligations and rights. The customer owes the total price of the reservation.

1.4. The acceptance of the contract will follow after transfer of the needed information is completed and by confirmation of the requested services through the customer or the service

provider in the form of a bill, as a PDF attachment in the confirmation E-mail; or printed out in paper form via mail.

1.5. After receiving the confirmation, the customer is obligated to immediately look over the documents and make corrections if needed. Please note separate changing conditions in arranging plane tickets step 3.

1.6. Until the booking order is accepted, the customer is bound to the contract with the travel agent, up to a maximum of 10 days from the filing date.

1.7. Taking advantage of an obvious false price or finalizing a reservation under fraudulent intent, or every reservation made with the expectation of an increased demand is prohibited without restriction. The possibilities of making travel arrangements through the ABC Travel website may only be used to make rightful bookings for the arranging customer or another person.

1.8. The travel agency reserves the right to unilaterally change the terms of the contract after its conclusion except the travel price if the changes are insignificant and are not brought about in good faith. The travel agency must clearly and comprehensively inform the customer about the changes in an emphasized manner via a durable data medium. The change will only come into effect if it meets these requirements and is declared prior to travel departure.

**2. General Contractual Obligations as a Travel Agent**

2.1. There is no contract conclusion for travel services (travel contract) within the meaning of travel contract law between the customer and the mediator, if the provisions of sections 651b, 651v and 651w BGB do not ensue otherwise. The contractual obligation of the intermediary extends only to the proper mediation of a contract between the customer and the provider of the travel service (for example tour operator, transport company, hotelier, car rental company etc.), the associated consultation as well as the possible forwarding of the travel documents

provided by the service provider. The tour operator or other service providers exclusively are the contractual partners of the customer regarding the travel services themselves. The regulations of §§ 651b, 651v and 651w BGB remain unaffected. The rights and obligations of the customer vis-à-vis the organizer / service provider as the provider of the mediated travel service are exclusively governed by the travel or business conditions agreed with the latter. These are made available to the customer online on the website or in the offer e-mail for complete information.

2.2. The travel agent has to inform the customer of any changes to the original reservation, and to wait for acceptance; unless the time delay caused by this would prevent the implementation of the travel arrangement.

2.3. The extent of the contractual services as well as the amount of the compensation arise from the service description of the particular offer, as well as from the information in the confirmation. If there are discrepancies between the information in the offer and the confirmation, the information in the confirmation is considered to be valid.

2.4. When providing information and instructions to the customer, the travel agent is liable by law and contractual agreements for the accuracy of the information source, as well as disclosure to the customer.

2.5. The rendering of travel services as such is not part of the travel agent contract.

### 3. Intermediation Specifics of Air Travel Contracts

3.1. ABC Travel Service is the agent of flights for all IATA airlines in Germany and the USA, and is bound by specific/special contracts. The low-cost and charter flights are flight passages that are obtained at special rates and conditions. For these flights, the terms listed below apply:

3.2. Airlines that are found on the „Blacklist“ will not be sold. These airlines are subject to an EU operating ban and can be viewed in their entirety here: <http://air-ban.europa.eu>

3.3. The personal information in the flight documents and the travel confirmation must match the information in the travel documents.

3.4. An entitlement for transport exists only for provided names on the ticket and flights. Only the airlines listed in the flight documents may be used.

3.5. For each flight (each individual leg), the customer must be confirmed with the airline no later than 72 hours prior

to the planned departure time; or check online whether the flight times have changed, otherwise there is no entitlement to transportation. ABC Travel Service strongly recommends reconfirming, especially since the airlines have increased flight schedule changes since September 11, 2001.

3.6. In the event that an involuntary schedule change occurs, the customer has the option to refuse the change by withdrawing from the trip, or to find other adequate alternatives. The terms of each service provider apply. The travel agent will be assisting the customer.

3.7. The check-in times vary. The correct times for a specific flight can be checked on the web page of the operating airline. Keep in mind that it is determining when you are at the entrance of the departure terminal (gate) and not when you are the check-in desk. Check-in should be at least 120 minutes prior to departure. Especially for non-European flights, check-in starts significantly earlier, and the desk closes 45 minutes prior to departure. There are also waiting times at security. Showing up late to the gate is considered a „no-show“. When a ticket is not used the airline regularly charges the fare in full. On the customer's request, ABC Travel Service can carry out a refund of taxes and airport fees for a service fee of EUR 60.00.

3.8. If a flight is considerably impeded, endangered, or impaired due to a greater force (political unrest, natural disaster), the service provider as well as the customer/client can cancel the contract. The cancellation by the service provider can occur through concluding behavior after the beginning of the trip. If the contract is cancelled, the service provider can request an adequate compensation for the already provided or still outstanding service. If the cancellation occurs after the beginning of the trip, the service provider is obligated to take the necessary measures, in particular, if the contract covers the return transportation of travelers, to do so. The additional costs for the return are to be shared between the parties equally. The rest of the additional costs are to be covered by the traveler/customer.

3.9. A refund for a ticket that was not completely used is not possible.

3.10. The baggage transportation conditions vary depending on the airline, route and fare. You can learn more about the allowable travel and checked luggage, special and excess baggage, notifications and other interesting facts around the topic of luggage on the web page of each airline. Please note: medication, keys, important documents, and valuables belong in the carry-on luggage. For certain countries, we recommend that the luggage should not be locked due to security services opening them. Violations can cause a disclaimer by the airline and operator in the event of damage. Baggage claim and loss of luggage are to be immediately reported to the chartered

airline itself or its handling agent at the airport of the destination, as well as filling out a claim report (P.I.R.) as proof. Any claim for damage/loss of baggage is excluded if the owner does not report the discovery immediately and for international travel no later than 21 days after delivery of the baggage. The notification must be made in writing, and sent within the above deadlines.

3.11. The age limits and/or the time when a person is considered an infant (without seat) or child (with seat) is classified differently by each airline. Find out applicable rules from the airline or one of our employees before you make your reservation. Toddlers starting at 6 weeks old are allowed to fly and travel on the lap of an adult passenger. They have no right to their own seat or free luggage. From the age of 2 to 11 years old children need a seat of their own (in many cases there is a discount for children). Children under the age of 14 will only be allowed to travel if they are accompanied by a person who will take responsibility for them and is at least 18 years old. Children and teenagers ages 16 and younger can only travel if the consent of their parents or guardians exists. In Spain and France children and adolescents less than 18 years of age must present a completed authorization from their legal guardian, to leave their home state. It is the responsibility of the passenger to carry the required documents. All airlines offer a special escort service for children traveling alone for a fee.

3.12. The conditions of travel for pregnant women vary from airline to airline. Please check directly with the relevant airline. Usually travel after the 28th week of pregnancy is denied; it is best to carry a certificate issued by your physician.

#### 3.13 Expenses / service charges / fees

ABC-Travel Service is authorized as an IATA Licensed Travel Agency to arrange transport contracts between airlines registered worldwide under this umbrella organization and to mediate this on behalf of an individual traveller. ABC-Travel Service does not receive any commission from the airline for the mediation activities and other services related to this travel service. Expenses incurred during ticket issuance and other processing are calculated by so-called service fees and charges by the travel agent.

The traveller who appoints the travel agent in the course of an intermediary activity agrees that as soon as he instructs the travel agent, a proper fee can be charged by the travel agent, which cannot be refunded in the event of non-performance by the service provider or if the traveller does not appear, and is based on the mediation service provided by the travel agent.

#### 4. Reimbursement of Expenses, Collection, Payment

4.1. The due dates of payments and the payment options result from the contract concluded between the customer and the service provider, including the terms and conditions included therein.

4.2. If the travel agency provides the customer with a copy or confirmation of the contract in accordance with the requirements of Art. 250 § 6 EGBGB or if other attributable circumstances arose that the travel agency has been entrusted by the tour operator to mediate package travel contracts, the travel agency is authorized to collect the payments for all booked or canceled travel services (§ 651v BGB). This always happens on behalf of the service provider and respectively the provider of the travel service. This authorization includes not only the extrajudicial claims, but if necessary, the judicial assertion.

4.3 Due payments can be made by bank transfer, cash, credit card or EC payment.

4.4. Payment is due immediately after receiving the booking confirmation as long as individual travel services are not part of a package.

4.5. Payment must be made for all travel services provided, before any delivery of your travel documents can occur. Without prior payment of all services booked, the delivery of service documents, as well as the rendering of the service will be denied.

4.6. The payment terms of the respective service provider are decisive for package trips, cruises, and hotel bookings. It is separately specified in the booking confirmation by the service provider whether and to what extent a deposit is required and when it is due.

4.7. If payments are still not made or not completely made after the term settlement, the respective service provider can withdraw from the contract. This also has validity if after the beginning of a trip there are any irregularities with the customer's bank for credit card payments. In this case all issued documents/tickets can be declared invalid. Moreover, these processes are determined by the cancellation rules of the respective service providers.

4.8. If at the time of booking the following method is selected: credit card, the submitting of the credit card information is considered consent for the collection of the amounts agreed upon. Various credit cards that are not issued in Germany will only be accepted after previous written or by telephone given permission from the cardholder. All abuses in relation to credit card payments are filed in Black Lists.

4.9. If the agreed payment ends in a chargeback by the bank or credit card company through the fault of the debtor, the charge will be passed on to the obligated payer. This includes the cost of the bank or the credit card companies as well as the EURO 35.00 in fees per chargeback, to cover our time spent. A fee is also due for not covering the amount of the payments which were agreed upon.

4.10. Cancellation-, Service-, and Rebooking charges are due immediately.

4.11. For the booking through our website, a package trip or a cruise, there will be a one-time transaction fee of EUR 15.00 per reservation charged. For individual travel, in example, flight-only reservations, there will be a one-time transaction fee of EUR 23.00 per person / booking process charged.

4.12. These transaction fees are not reimbursed when a cancellation occurs, unless the cancellation is done by fault of the travel agent.

4.13. The customer agrees to receive invoices electronically. Electronic invoices are provided in PDF format under the „Customer-Cockpit“ section of the travel agency's website [www.abctravel.de](http://www.abctravel.de) (user account). The customer will be informed if an electronic invoice is available. At the customer's request, a paper bill can also be sent out.

## 5. Alterations in Service or Prices

5.1. According to § 651f BGB the travel agency is entitled to change the travel price up to 20 days before departure, if the following price components increase / decrease or arise new due to unpredictable circumstances and prior to conclusion of the contract, which the travel agent does not have to cover:

- Foreign currency exchange rates
- Transportation fares and prices (especially when oil prices rise)
- Government fees and taxes, such as airport or security charges
- Additional insurance fees by the airlines

Flight documents are issued only after the approval of the customer.

5.2. The flight price includes almost all security-, airport- and other fees/taxes. Some airports charge additional „taxes/fees“ which cannot be redeemed by the airlines with ticket issuance. These taxes/fees must be paid by the passenger directly on-site. Please keep in mind that these taxes/fees can not necessarily be paid by credit card. A binding disclosure about the

effective taxes/fees for your trip cannot be made, since these taxes/fees can change daily.

5.3. The fare can be changed only to the referred part of the price. The travel agent is obligated to specify reasons and extent of the price change upon request by the customer.

5.4. The travel agent must inform the participant immediately or at least three weeks prior to departure if there is a possible price increase. If the travel price increases by more than 5%, the participant has the right to withdraw from the contract without any compensation payment. The withdrawal must be declared immediately.

5.5. The travel agency is obligated to grant the customer's request of a reduction of the travel price if and in so far as the prices, fees or exchange rates specified in section 5.1. have changed after the conclusion of the contract and before departure which lead to lower costs for the travel agency/intermediary. If the customer has already paid more than the travel price owed hereafter, the excess amount must be reimbursed. The travel agency may deduct actually incurred administrative expenses from the amount to be reimbursed. At the customer's request, the travel agency must prove the amount of the administrative expenses.

## 6. Change of Reservation, Withdrawal, Cancellation

6.1. The withdrawal can be done by an explicit statement or by concluding behavior (e.g. non-compliance with payment obligations). The amount of the compensation depends on the booked travel service and the date of receipt of the written cancellation notice.

6.2. Each supplier or service provider has its own cancellation or changing conditions written down in their respective terms and conditions and these are valid. The date of reimbursement is determined by the service provider alone, when the amount is paid directly to the customer, or when the travel agent reimburses the amount directly after it's received.

6.3. The traveler is entitled to prove the accrument of lesser damage. The service provider is entitled, in an individual case with evidence, to enforce a service charge that is higher than the damage caused by withdrawal.

6.4. If changes are processed by the travel agent at the request of the customer, the travel agent is entitled to charge an additional processing fee of EUR 60.00 per travel participant for his services as a result of the customer's requests for chan-

ges and cancellations. This processing fee charged by the travel agent does not include the costs (processing or cancellation fee) that may be charged by the respective service provider. A separate processing fee will not be charged by the travel agent if a rebooking or cancellation is necessary due to the culpable behavior of the travel agent.

6.5. The change of a booked service can only be performed by withdrawal and subsequent conclusion of a new contract, unless the service provider has provided other regulations.

6.6. In case of cancellation and change of reservation the travel agents claim for replacement of incurred expenses and service fees withstands. The agency fees/ expenses charged in the original reservation is not refundable. For a new contract, a new claim for reimbursement of costs and commission is created, unless the travel agent or the service provider is responsible for the change.

6.7. Generally, as with all arranged travel services, the cancellation policy of the airline or the service provider applies when withdrawing from a low-cost or charter flight; however, the travel agent can claim a processing fee for the withdrawal, as well as for the lost mediation charge.

6.8. For changes to substitute passengers or any other changes, the travel agent charges a service fee of EUR 60.00 per change and per passenger, in addition to the fee of the respective service provider.

## 7. Disclosure of Entry Regulations, Visa and Insurances

7.1. The travel agent will inform the customer about entry and visa requirements without liability, in so far as it is instructed by the customer.

7.2. If any information on the above requirements is given, it is assumed that the participant/customer is a German citizen, unless another citizenship is obvious or is communicated by the customer. We expressly point out that there is the possibility of these requirements being modified by the authorities at any time. The customer is therefore encouraged to track the news media or to contact the embassy about possible requirement changes for their destination or transit country, to be able to adjust accordingly in time.

7.3. The customer is responsible for complying with these regulations. All disadvantages arising from non-compliance is at their own expense. We remind you that every customer is responsible for finding out about the allowed maximum length of stay abroad and then planning their trip accordingly. Please

note: One cannot enter without a visa when staying above a certain length of time. People without valid entry documents will be excluded from travel, or will not be able to board a plane.

7.4. As a travel agent we highly recommend purchasing trip cancellation-, baggage-, travel accident-, travel liability-, and travel health insurance including an emergency flight from abroad; if not adequately protected yet. Our staff will gladly provide information on request.

7.5. An information obligation of the travel agent does not exist as the customer can educate themselves about the insured service through the accessible or delivered documents of the mediated operator's insured service.

## 8. Deficits

The travel agency is held good to have been authorized by the tour operator to accept notice of defects/claims and other statements by the customer regarding the delivery of the travel service. The travel agency must inform the tour operator of such customer statements. Direct customer claims towards the travel agency according to § 651i BGB do not arise from this. Section 651v (3) BGB remains intact.

## 9. Liability as travel intermediary (travel agent)

9.1. The travel agent is not liable for:

- Immediate damage that occurs due to improper business, particularly due to delayed order processing or incorrect transmitting, unless the travel agent caused this damage intentionally or with gross negligence.
- Service disruptions in connection with services which are merely mediated as third party services
- Faulty data in our database
- Indirect damages of any kind or loss of profit

9.2. The liability of the travel agency is limited to intent and gross negligence, insofar as this does not violate its essential contractual obligations (cardinal obligations) or claims from the contract for a violation of life, body or health or from a guarantee are affected. Cardinal obligations are those which if fulfilled, make the proper execution of the contract possible in the first place or on which the contractual partner could rely on being observed. Liability for ordinary negligence is limited to typically foreseeable damages. Regulation of § 651x BGB remains unaffected.

If the tour operator does not have a seat in a member state of the European Union or the EWR at the time the contract is concluded and the travel agency does not prove that the tour operator fulfills his obligations under §§ 651i to 651t BGB, the travel agency shall be liable for such damages that were not re-

sulting in body injuries or culpably caused, limited to the triple travel price (§ 651p BGB).

9.3. Individual statements in respect to travel services contain information, which are provided by the respective operators/ carriers/service providers. The travel agent has no way to verify this information on accuracy and therefore does not make any warranties or assurances to the customer concerning the accuracy, completeness, or topicality of such information. The same applies for all information contained on this website and is made available by third parties. The site is also regularly revised. The travel agent may, without notice, make improvements and/or changes to this website at any time.

9.4 The travel agent is not liable for the service performance by foreign service providers, but solely for the proper mediation of the travel service and the proper disclosure of the service provider's information for the customer.

9.5 The delivery of the travel documents is fulfilled by saving it in the customer's user account or via mail upon the customer's request. In Germany, Airline-Tickets are saved as an e-ticket in the user account. For last minute bookings (from up to 7 days before departure) ABC Travel Service recommends using the Payment Web Service „Instant Transfer“ to speed up the delivery. If the payment is not received in time, the travel agent assumes no liability for issuing the travel documents or for the costs for an express delivery.

9.6 In the event of complaints or other assertion of claims against the mediated service providers, the travel agent's liability is limited to providing all of the information and documents that are relevant or significant to the customer, especially the notification of the names and addresses of the booked providers.

9.7 The travel agent is not obligated to the reception or forwarding of according declarations or documents. If the travel agent takes over the forwarding of the term-protected claims of the customer, the travel agent shall only be liable for the timely delivery to the recipient if the deadline was missed intentionally or due to gross negligence.

9.8 There is also no requirement of the travel agent to advise on the nature, scope, amount, eligibility requirements and deadlines to be observed or other legal regulations in regard to any claims by the customer against the service providing travel company.

## 10. Lien / Offset

The customer is only entitled to set-off or retention rights insofar as his claim is legally established or undisputed.

## 11. Privacy Protection, Website Utilization

11.1. It has no effect on the validity of the remaining travel conditions, if one of the mentioned travel conditions should be invalid or ineffective.

11.2. This website is intended only for your personal but non-commercial use. You are not allowed to change, copy, distribute, broadcast, publish, license, derive work from, and/or surrender or sell information, software, products or services obtained from this website.

11.3. You are only allowed to use the website and its services if you are in compliance with laws of the Federal Republic of Germany (Bundesrepublik Deutschland) and if you agree to follow these terms of use.

11.4. In case of improper use of our website as well as not paying or not complying to the commitment you entered into when finalizing a chargeable booking through our website, a transaction fee will be due additionally.

11.5 More information about privacy protection and the privacy policy are provided at [www.abctravel.de/de/service/abc/datenschutz](http://www.abctravel.de/de/service/abc/datenschutz) and are also given to the customer.

11.6 The customer may need a user account to use certain services, or the customer must be logged into their user account and have a valid payment method associated with the account.

11.7 If the customer uses their User Account, he is responsible for ensuring the confidentiality of his account and password and for restricting access to his computer and mobile devices; and to the extent permitted by applicable law, the customer agrees to be responsible for all activities that are carried out through his account or password. The customer should take all necessary steps to ensure that his password is kept secret and securely stored, and he should inform the travel agency immediately if he has cause for concern that a third party has found out his password or the password is or will likely be used unauthorized. He is responsible for ensuring that his information to the travel agency is correct and complete and that the customer notifies the travel agency of any changes in the information provided by him.

11.8 The travel agency reserves the right to withhold the website's services or to close user accounts. This particularly applies in the event that the customer violates applicable law, contractual agreements or our policies.

## 12. Choice of Law and Jurisdiction

12.1 These terms and conditions and the contractual relationship between the travel agency and the customer apply to the law of the Federal Republic of Germany to the exclusion of international unified law, in particular the UN sales law.

12.2 If the customer is a merchant within the meaning of the German Commercial Code, legal entity under public law or under separate estates law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of the travel agent. The same applies if the customer is an entrepreneur within the meaning of § 14 BGB. The travel agency is also entitled to bring a lawsuit to the general place of jurisdiction of the customer. Overriding legal regulations remain unaffected

## 13. Final clause

Should any regulation be or become wholly or partially void, ineffective or unenforceable, it shall not affect the validity and enforceability of all other regulations. In lieu of the void, ineffective or unenforceable regulations or to fill a regulatory gap, the parties will agree to a legally permissible regulation that would come as close as possible to the economic purpose of this Agreement or which they would have wanted according to the spirit and purpose of this agreement had they considered the possible amendment point upon conclusion of the contract.

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### Online dispute resolution

The European Commission provides a platform for online dispute resolution (OS): <https://ec.europa.eu/consumers/odr>. Please find our email in the legal notice. We do not take part in online dispute resolutions at consumer arbitration boards.

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Note: This is a translation of the original German version, only the original version is the legally valid one.