

# Terms & Conditions

The Supplier is a tour search site and offers users information about different types of guided, escorted, or hosted holidays and services associated with holidays, tours and the travel industry in general.

## 1. Scope of Service

1.1. These terms and conditions are subject to occasional changes and apply to all our services that are directly or indirectly provided (i.e., via third parties) via the internet, on mobile devices, by email or by telephone.

1.2. By using our website, you confirm that you have read, understood and agree to these terms and conditions, as well as the **privacy policy**, including use of cookies.

## 2. Services and Contract

On the website, you have the ability to compare, enquire about or book third party services via the supplier platform system.

As a result, the booking will be made directly to the tour operator via the supplier site. supplier is not the travel operator or the contractual party for the user, but only an agent providing the technical connection to the tour operator.

By making a booking on the website of the third party (supplier), users agree to be bound by the terms and conditions of the tour operator you have made the booking with, and this can be provided by them upon request.

Once a booking is made on the website, a contract is concluded between the tour operator and you the website user, and therefore no contract is concluded between you the website user and supplier.

Supplier has no contractual party to the tour operator and all and any claims of the user are to be asserted against the third party (the tour operator) and not against the supplier.

## 3. User Obligations

The user is responsible for the acquisition of rights to the content (text, photos, reviews, links, etc.) they may upload to supplier. They ensure that they have all the rights in respect to the content they publish on the supplier platform and thereby do not violate the rights of any third parties.

The user guarantees not to use the supplier services to create content that:

- is advertising disguised as reviews,
- does not have specific content for a reviewed item,
- is not objective or intentionally untrue,
- immoral, pornographic or in any other way offensive,
- infringes upon the rights of third parties, in particular copyright,
- violates applicable laws in any way or constitutes a criminal offense,

- contains viruses or other computer programmes that may damage software or hardware or that may affect the use of computers,
- is a survey or chain letter,
- is aimed at collecting or using personal data from other users, especially for commercial purposes.

The user guarantees not to use programmes or functions to generate automated page impressions or content on supplier.

If there is a breach in the terms and conditions, supplier reserves the right to remove content without declaration of reason.

#### **4. Termination**

MHH reserves the right to terminate a user's access and to delete their registration within at any time. The user may also terminate their own access and registration.

#### **5. Liability**

The supplier is not liable for the accuracy, quality, completeness, reliability or credibility of content provided by tour operators or users. In particular, there is no advice or information from supplier regarding the selection of tour listed on the site.

All agreements that arise through this service are between the supplier user and the respective external contracting operator. In particular, supplier does not act as organiser or travel agency at any time. The terms and conditions of the respective organiser or travel agency apply exclusively, especially regarding the right to cancel and to withdraw. The contact for the processing of bookings and payments, as well as questions about the contract, is the concern of the respective contracting tour operator. supplier remains uninvolved in such contractual arrangements, agreements and claims between the supplier and the user and the respective external contracting tour operator.

#### **6. Payments**

The supplier does not process your credit card details for payments. This will be done direct by the tour operator as per the T&Cs on the supplier booking page. The supplier has no part in any payments and all payments will be as per the T&C of the tour operator which can be supplied upon request, direct to the operator. The tour operator will process all required payments for the booking at time of booking and any further / future payments as per the tour operators T&Cs

#### **7. Changes to the Terms and Conditions T&Cs**

The current terms and conditions when using the supplier apply. Registered users receive notifications about changes by email. Users may download and print the current terms and conditions on their own computer system.my