

**General Terms and Conditions of the private company Flywise Travel B.V., established in Rotterdam, The Netherlands, registered in the Chamber of Commerce of the Netherlands under number 60860367.**

## GENERAL

### 1. Definitions

1.1. Unless the content proves otherwise, the following terms in these General Terms and Conditions have the following meaning (and grammatical conjugations of these terms have a corresponding meaning):

<b>General Terms and Conditions</b>	These general conditions
<b>Flywise</b>	The private company Flywise Travel B.V., established and having its office at (2861 EX) Bergambacht at Ambachtstraat 2, registered in the Trade Register of the Chamber of Commerce under number 60860367, also trading under the names Flywise, Verrassingstickets.nl, Surprisecitytrip.com, Ticketsurprise.fr en Ueberrassungsreise.de, Surprisecitytrip.se, Surprisecitytrips.se, Surprisecitytrips.com, Greencitytrip.nl
<b>Force Majeure</b>	Abnormal and unforeseeable circumstances that are independent of the will of the person who invokes it and whose consequences, despite all precautions, could not be avoided
<b>Party or Parties</b>	Means anyone of Flywise and Traveler individually or jointly
<b>Travel agreement</b>	The agreement as referred to in article 7: 500 paragraph 1 sub b of the Dutch Civil Code
<b>Traveler</b>	The counterparty of Flywise, or the person for whose benefit the trip is stipulated and who has accepted that stipulation, or the person to whom the legal relationship with Flywise has been transferred in accordance with Article 7: 506 of the Dutch Civil Code
<b>We, we, us, our, etc.</b>	Flywise
<b>You, Your, Yourself, etc.</b>	The Traveler
<a href="#">Supplier terms and conditions.</a>	

## **2. Application range**

- 2.1.** These General Terms and Conditions apply to Travel Agreements that Flywise concludes with one or more Travelers.
- 2.2.** For the sake of clarity: Flywise Travel B.V. trades under the trade names Flywise, Surprise tickets, Surprisecitytrip.com, Supercitytrips.com, Ticketsurprise.fr and Ueberrasschungsreise.de, Surprisecitytrip.se, Surprisecitytrips.se, Surprisecitytrips.com. These General Terms and Conditions are also applicable to Travel Agreements that Flywise concludes under these trade names with Travelers.
- 2.3.** These General Terms and Conditions can also be declared applicable to other agreements that Flywise concludes, such as accommodation, car rental, etc.

## **THE TASKS OF FLYWISE**

### **3. General information of Flywise**

- 3.1.** Flywise will inform you before the conclusion of the Travel Agreement when the travel sum has to be (fully) paid.
- 3.2.** Flywise may attach to the conclusion of a Travel Agreement the condition that you arrange a travel insurance and we can ask you to prove this.
- 3.3.** Flywise is not responsible and therefore accepts no liability for general information in photographs, folders, advertisements, websites and other information carriers, if these have been drawn up or published by third parties.
- 3.4.** The information we provide on our Internet sites and / or in other publications about the offered trip is part of the agreement, unless stated otherwise.
- 3.5.** We will provide you with the statutory information at latest at the conclusion of the agreement. You are responsible for obtaining the necessary additional information from the relevant authorities, such as information referring to passports and visas. Before departure, you should check whether the previously obtained information has changed in the meantime.
- 3.6.** As soon as the identity of the operating airline is known to us, we will inform you of this, but in any case no later than at the disposal of the travel documents. We also mention the departure and arrival times of the transport components of the trip.

## 4. Formation, confirmation and possibilities of cancellation of the trip

- 4.1. De The agreement is established through the acceptance by the Traveler of the Flywise offer including the conditions declared applicable. After realizing the contract, the Traveler receives a reservation confirmation and / or an invoice as soon as possible.
- 4.2. After the conclusion of the agreement you can no longer make use of the legal right of withdrawal. This right is excluded by the legislator for Travel Agreements (Article 6: 230p Dutch Civil Code).
- 4.3. We will indicate in the booking confirmation at what time and how we will make the travel documents (such as data for (online) check-in at the airline, hotel vouchers and other such) available to the Traveler.
- 4.4. If you have not received any travel documents at the time that we have communicated in the booking confirmation, although no later than fourteen (14) days before departure, you must inform us immediately (i.e. without any delay attributable to you).
- 4.5. Flywise can terminate the Travel Agreement in writing within the term specified in the offer (including explicitly also: at the e-mail address you have communicated to us), in case the number of registrations is less than the required minimum number of participants announced prior to the booking.
- 4.6. Every Flywise offer is free of obligation and can be revoked by us, even after Your acceptance of our offer and our possible confirmation. We will inform you as soon as possible about such a revocation, stating our reasons, but in any case within 24 hours after midnight of the day on which you have accepted our offer. If you have accepted our offer on the weekend (i.e. after Thursday evening midnight), the aforementioned term starts on Sunday evening at midnight. If we revoke our offer, we will immediately refund any money paid by You for this offer.
- 4.7. If our offer contains obvious errors and / or mistakes, these do not bind us. Obvious errors and mistakes are errors and mistakes that are or should be known to the average Traveler at first glance.

## 5. Changes to the trip by Flywise

- 5.1. We may change the Travel Agreement due to weighty circumstances, about which we will then inform You immediately. You can only reject such a change if the change has a disadvantage of more than minor significance.
- 5.2. We may also amend the Travel Agreement on an essential point due to weighty circumstances, about which we will then inform You immediately. You can reject this change.
- 5.3. Up to 20 days before the start of the journey, we may increase the travel sum in connection with changes in the transport costs, including fuel costs, or the taxes and charges due. In that case we will indicate how the increase has been calculated. You can reject this change.
- 5.4. If you reject a change as referred to in the previous paragraphs 1 to 3, we can cancel the Travel Agreement. In the event of a rejection as referred to in paragraphs 2 and 3, you are then entitled to a refund or remission of the travel sum or a proportional part thereof if the trip has already been partially received. In the case referred to in paragraph 1, you are only entitled to a refund

or remission if you have rightly rejected the change.

- 5.5. If the cause of the change can be attributed to us, we are liable, with due observance of the provisions in article 16 below, for your ensuing financial loss and loss of travel enjoyment.  
If the cause of the change can be attributed to the Traveler, the damage arising from this will be for Your account.  
If the cause of the change is due to Force Majeure, the Parties each bear their own damage.

## YOUR RIGHT AS TRAVELER

### 6. Impostion

- 6.1. The Traveler may request Flywise to be replaced by another person. Such a request can in principle be honored if the following conditions are met:

- ✓ the other person meets all conditions attached to the Travel Agreement;  
and
- ✓ the request, which must include the information referred to in Article 4, must be submitted no later than 7 calendar days before departure, or in time so that the necessary actions and formalities can still be carried out;  
and
- ✓ the conditions of the service providers involved in the execution do not oppose this substitution;  
and
- ✓ the costs involved in the request have been paid to us.

In the event that the request cannot be granted, we will inform the Traveler who made the request, stating the reasons.

- 6.2. A request as referred to in paragraph 1 must be submitted by means of the online form made available by us on our website.
- 6.3. A request as referred to in paragraph 1 is never free of charge: both Flywise and the service providers engaged by us (such as accommodation providers and airlines) charge costs for such a request. We will notify you about these costs as soon as possible after receiving the request. We will anyway not honor the request until these costs have been paid to us.
- 6.4. The person who has entered into the Travel Agreement and the transferring Traveler and the person replacing the transferring Traveler are jointly and severally liable towards Flywise for the payment of (the remaining part of) the travel sum, the change costs and any extra costs as a result of the replacement.

### 7. Help and assistance

- 7.1. Depending on the circumstances, we are obliged to give you help and assistance if the trip does not go according to the expectations that you reasonably could have on the basis of the agreement.

However, if the cause is attributable to You, we are only obliged to provide assistance and assistance insofar as this can reasonably be demanded of us, the costs of such help and assistance come in addition and will be for Your account.

## 8. Cancellation by the Traveler

- 8.1. You can cancel the Travel Agreement. If You do so because of a circumstance attributable to You, You are obliged to compensate Flywise for the damage we suffer as a result of the cancellation. This compensation (cancellation costs) is fixed on one time the travel sum.

## 9. Complaints and complaint term

### *Complaints during the trip*

- 9.1. If you have complaints about the execution of the agreement, you should report this on the spot as soon as possible, so that a solution can be found.  
To that end, you must first report to the relevant service provider (accommodation provider, airline, etc.).
- 9.2. If the on-site service provider does not remedy the complaint and the complaint adversely affects the quality of the trip, you must at least immediately report the complaint (i.e. without any delay attributable to you) to Flywise, by means of the emergency telephone number provided by us for this purpose that can be found in the reservation and / or booking confirmation.
- 9.3. If you have not complied with the obligation to report the complaint in the manner indicated by Flywise and the service provider or Flywise has not been given the opportunity to rectify the shortcoming, your possible right to compensation may (partially) lapse.

### *Complaints after the trip, other complaints*

- 9.4. If a complaint is not satisfactorily resolved, you must inform Flywise as soon as possible by e-mail (at the address [info@surprisecitytrip.com](mailto:info@surprisecitytrip.com)), but in any event within fourteen (14) days after the end of the trip (or the service received) or after the original departure date if the trip did not take place.
- 9.5. If your complaint concerns the conclusion of an agreement, you must inform us as soon as possible, but in any case within fourteen (14) days after you become familiar with the facts to which your complaint relates, by e-mail (on the address [info@surprisecitytrip.com](mailto:info@surprisecitytrip.com)).
- 9.6. If you do not submit the complaint in time, it will not be processed, unless it is not timely due to Force Majeure.
- 9.7. Flywise will provide a substantive response no later than one month after receipt of the complaint.

## YOUR OBLIGATIONS AS TRAVELER

### 10. Following the directions of Flywise

- 10.1. You are obliged to comply with all instructions given by us or on your behalf and You are liable for damage caused by Your conduct.

## **11. Ensuring proper and correct communication**

- 11.1.**The communication between you and Flywise (including sending the travel documents) is almost exclusively done by telephone and electronic means (internet, chat, e-mail, etc.). You must realize that it is impossible for us to check whether the contact details provided by You are correct.
- 11.2.**It is therefore of crucial importance that you give us at least your correct mobile phone number and correct e-mail address, on which you are available to us. You must also inform us about changes of your contact details without delay.
- 11.3.**You are responsible for ensuring that the e-mail account you provide for communication with us is working properly and is able to receive the e-mails we send (e.g. to make sure that the e-mails we send do not end up in the SPAM filter of your e-mail account).
- 11.4.**You are also responsible for ensuring that you provide the correct and complete names, dates of birth, etc. of all Travelers in the appropriate form on our website when making your reservation.
- 11.5.**The consequences of non-compliance with the obligations in this article are expressly for Your account and risk.

## **12. Provision of information**

- 12.1.**You must inform us in time before the conclusion of the agreement of all information about Yourself and any other Travelers You have registered that may be of importance for the conclusion or execution of the agreement.
- 12.2.**If You and / or the other Travelers have special circumstances with regard to physical and / or mental condition, which could be important for the proper execution of the journey (for example, mobility restrictions and such), then You should to inform us about this before entering into the agreement. The same information obligation applies if the quality or the composition of the Travelers group could be important for the proper execution of the journey.
- 12.3.** We reserve the right, if You do not inform us or insufficiently, to exclude the relevant Traveler (s) from (further) participation in the trip. All costs resulting from this will be charged to you.

## **13. Obtaining information**

- 13.1.**If, after you have completed the order on our website, you have not received a booking confirmation within 15 minutes from us by e-mail, you must immediately inform us (i.e. without any delay attributable to you).
- 13.2.**If you have not received any travel documents at the time that we have communicated in the booking confirmation, but no later than fourteen (14) days before departure, you must inform us immediately (ie without any delay attributable to you).
- 13.3.**Each Traveler must check the current departure times with the airline no later than 24 hours before the indicated time of departure (of both outward and return journeys).

## 14. Not causing nuisance or inconvenience

14.1. The Traveler who causes or may cause nuisance or inconvenience, that a proper execution of the journey thereby becomes difficult or can be more difficult, can be excluded by Flywise from (continuing) the journey, if from Flywise cannot reasonably be expected that the agreement is fulfilled. The costs arising from this will be borne by the Traveler.

## 15. Payment

15.1. The Traveler who has not fulfilled his financial obligations on the time specified by Flywise for the relevant payment is legally in default.

15.2. If (timely) payment is not forthcoming, the Traveler is summoned by or on behalf of Flywise and the Traveler is given a period of 14 days to still fulfill his obligations. If payment is not forthcoming, the agreement will be deemed to have been canceled on that date. The funds already paid will be deducted from the cancellation costs as referred to in Article 9.

15.3. The Traveler who has not paid on time will owe Flywise statutory interest on the amount due from the date of default. The Traveler is also liable for the extrajudicial collection costs referred to in paragraph 4 of this article if the amount due has not been paid within 15 days after a letter of formal notice has been sent to the Traveler.

15.4. The extrajudicial costs amount to a maximum of 15% over the travel sum up to € 2,500 (with a minimum of € 40); 10% over the next € 2,500, -; 5% on the next

€ 5,000 and 1% over the excess. Flywise may deviate from the aforementioned amounts and percentages for the benefit of the Traveler.

## OTHER PROVISIONS

### 16. Liability of Flywise

16.1. Our liability for damage suffered by the Traveler is limited to three times the travel sum, unless we provide the services included in the Travel Agreement ourselves or if there is intent or conscious recklessness on the part of Flywise.

16.2. The limitation of liability referred to in paragraph 1 does not apply to damage caused by death or injury to the Traveler.

If, however, a treaty applies to a service included in the Travel Agreement, Flywise may invoke an exclusion or limitation of liability which that treaty grants or permits to a service provider as such.

16.3. A shortcoming in the fulfillment of a commitment that can be attributed to us obliges us to compensate for another disadvantage than financial loss, insofar as this shortcoming causes loss of travel enjoyment. This compensation will not exceed the travel sum.

## 17. Prescription, applicable law and dispute resolution

17.1. All rights of claim of the Traveler expire one year after the end of the trip (or, if the trip has not taken place, one year after the original departure date).

17.2. The Dutch law applies to the concluded agreement.

17.3. All disputes arising from the agreement will be settled by the Dutch court.

## 18. Miscellaneous

18.1. If one or more of the provisions in these general terms and conditions are void or may be annulled, the other provisions of these general terms and conditions remain fully applicable. We will then consult with you in order to agree on new provisions to replace the void or nullified provisions, whereby if and as far as possible the purpose and intent of the original provision will be observed.

18.2. These Terms and Conditions can be drawn up in several languages. The Dutch text is always decisive and always leading in the interpretation of the provisions contained herein.

18.3. We reserve the right to change these terms and conditions. During the booking process, the most recent version of these general conditions will always be made available for download.

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These general conditions were filed with at Dutch Chamber of Commerce on **24 August 2017**.