SAFARIBOOKINGS.COM

Partnership Agreement for Tour Operators – V1.09

This Partnership Agreement for Tour Operators (the "Agreement") is between a Tour Operator and SafariBookings (each a "Party" and collectively the "Parties").

Nature of the Relationship

SafariBookings provides an online platform for Tour Operators to advertise their Tours to potential Clients. SafariBookings does not act as an intermediary between Clients and Tour Operators, nor does it function as an online travel agent. Clients cannot book Tours directly on the SafariBookings.com Website; they can only contact Tour Operators. Once a Client contacts a Tour Operator through the SafariBookings.com Website, all further communication, arrangements and agreements take place directly between the Tour Operator and the Client. SafariBookings is not involved in any subsequent interactions and does not provide intermediary services.

Definitions

- **Client or Clients**
  A Client is a person who is interested in a Tour and/or has booked a Tour that is offered by Tour Operator on SafariBookings.com.

- **Confidential Info**
  Confidential Info includes: Personal Information of Clients, transaction volume, marketing and business plans, and business, financial, technical, operational and such other non-public information that either a disclosing party designates as being private or confidential, or which a receiving party should reasonably know should be treated as private and confidential.

- **Value of a Quote Request**
  The value of a Quote Request is an estimation of the gross revenue generated by Tour Operator if Client would book the Tour they requested a quote for. The value of a Quote Request is determined by SafariBookings and can differ from the actual gross revenue generated when Client books a Tour.

- **Personal Information**
  Personal Information is information relating to an identified or identifiable natural person and includes, but is not limited to, postal/physical addresses, email/skype addresses, phone/fax numbers and other personally identifiable information.

- **Quote Request or Quote Requests**
  A Quote Request takes place when a Client uses the Quote Request form on SafariBookings.com to send an email to Tour Operator containing a request to book a Tour, a question about a Tour, a question about Tour Operator as a company, etc.

- **SafariBookings or SafariBookings BV**
  SafariBookings BV is located in the Netherlands (Dutch Chamber of Commerce number: 172 304 32) and publishes the SafariBookings.com Website as well as other websites. SafariBookings BV is a 100% subsidiary of its parent company Timu Ventures BV (Dutch Chamber of Commerce number: 98621092).

- **SafariBookings Account**
  This relates to user access to the Tour Operator Admin system. A SafariBookings Account is protected with a unique password and is assigned to Tour Operator for the performance of various actions such as adding Tour Info to the SafariBookings.com Website, and accessing and managing Quote Requests, reviews, advertising credit, invoices, payment methods and other services provided by SafariBookings.

- **SafariBookings.com or SafariBookings.com Website(s)**
  SafariBookings.com relates to the website(s) of SafariBookings.

- **Tour or Tours**
  Tours are organized journeys sold by Tour Operators. Clients can book these Tours to visit a place, region or country.

- **Tour Info**
  Tour Info is provided by Tour Operator for inclusion on SafariBookings.com. Tour Info should be in proper English (which is determined by SafariBookings at its sole discretion) and includes the pictures, photos and descriptions about Tour Operator as a company or the Tours offered by Tour Operator.

- **Tour Operator or Tour Operators**
  This is a company specialized in arranging safari Tours and other travel services. Tour Operator will advertise its company and, optionally, its Tours on SafariBookings.com.

- **The Tour Operator Admin**
  The Tour Operator Admin is the online system that enables Tour Operator to add Tour Info to the SafariBookings.com Website, and access and manage Quote Requests, reviews, advertising credit, invoices, payment methods and other services provided by SafariBookings.

1. Adding Tours and Tour Info to SafariBookings.com

1.1. **Tour Operator will only add Tours to the countries covered on SafariBookings.com**
Tour Operator will only add Tours to one or more of these countries: Angola, Botswana, Burundi, Comoros, Congo (Brazzaville), Congo (DRC), Djibouti, Eswatini (Swaziland), Ethiopia, Kenya, Lesotho, Madagascar, Malawi, Mauritius, Mayotte, Mozambique, Namibia, Réunion, Rwanda, Seychelles, South Africa, Tanzania, Uganda, Zambia and/or Zimbabwe.

Besides wildlife viewing tours, the following tour types are also allowed:

i. Scenic/cultural tours (little to no wildlife viewing)
ii. Beach-only tours (without a safari before or after)
iii. Mountain-climbing only tours (without a safari before or after)

Exceptions are possible, but only with prior written approval of SafariBookings. In doubt? Please contact support@safaribookings.com.

1.2. **Tour Operator will not add Tours that require more than two people**
Tour Operator will not add private Tours to SafariBookings.com that require more than two people to book. However, shared group Tours that require more than two participants to operate are permitted, provided that a travel party of two can join the Tour, even if they are the first two participants in the group.

1.3. **Tour Operator shall not include contact details in its Tour Info, unless specifically requested**
Tour Operator will not add contact details to its Tour Info – for example, postal/physical addresses, email/website addresses, telephone/fax numbers or Skype/X (Twitter) addresses – unless specifically requested by SafariBookings through the Tour Operator Admin. SafariBookings shares a selection of contact details publicly so that Clients can contact Tour Operator directly, without the involvement of SafariBookings.

1.4. **Rates and price ranges**
Tour Operator represents and warrants that the rates and price ranges advertised on SafariBookings.com by Tour Operator shall at all times be true, accurate and not misleading. Tour Operator is at all times responsible for a correct and up-to-date statement of its rates and price ranges.

If a Tour is available on the requested travel dates, Tour Operator guarantees that Clients will be able to book the Tour – including the activities, accommodation and other inclusions as specified in the Tour Info – for the rate and price ranges as advertised at the time when Clients requested a quote.

A lower rate may be offered at all times, but a higher rate may only be offered when a Client's request for changes results in a higher cost price of the Tour; for example, different accommodation, activities or transportation, extra days or other changes.

To ensure a fair comparison, the rates and price ranges advertised must be per person and include the following:

I. Park fees for non-residents (may be included as local payment)
II. Gorilla/chimp tracking permits for non-residents (if applicable)
III. All flights during the tour (if any)
IV. All (other) transportation during the tour (self-drive vehicles may be excluded)
V. Accommodation on all nights
VI. All activities (unless labeled as optional for an extra cost)
VII. All taxes/VAT, levies and (sur-) charges.

1.5. **Tour Operator agrees to a Best Price Guarantee**
When offering Tours to potential Clients on SafariBookings.com, Tour Operator agrees to a Best Price Guarantee (the "Guarantee" or "Best Price Guarantee"). This Guarantee requires that the Tours on SafariBookings.com are made available at a rate that is the same as or lower than what is offered on Tour Operator's own direct sales channels, such as their website and social media accounts.

This Guarantee applies only to the same or highly comparable Tours offered by the same Tour Operator and under equal booking conditions, which include, but are not limited to, the same destinations, length of stay, group size, season, activities, accommodations, meal plans and transportation.

Tour Operator offers this Guarantee directly to potential Clients who visit SafariBookings.com, as well as to SafariBookings. A Client may only make a valid claim under this Guarantee before payment for the Tour is made or within 24 hours after payment.

In the event of a valid claim by a Client, Tour Operator shall, without delay, adjust the rate(s) on SafariBookings.com using the Tour Operator Admin, offer the Tour to the Client at the lower rate, or, if a Client has already paid for the Tour, pay back the full difference.

This Guarantee is intended to ensure fair and transparent business practices among Tour Operator, Clients and SafariBookings. It gives Clients confidence that they are receiving the best possible rate for a Tour and prevents Tour Operators from using lower rates on their own direct sales channels to bypass the SafariBookings platform.

1.6. **Added marketing budget**
SafariBookings.com automatically adds a 10% marketing budget to the tour rates provided by Tour Operator. When a Tour is sold at this adjusted rate, the extra amount is for the Tour Operator and can be used to cover SafariBookings' advertising costs. The Best Price Guarantee (article 1.5) applies to tour rates that include this added marketing budget.

If Tour Operator does not want the 10% marketing budget added automatically, it can either lower its base rates to offset the adjustment or contact SafariBookings support to opt out.

1.7. **Tour Operator has the responsibility to make sure its Tour Info is true and up-to-date**
Tour Operator represents and warrants that the Tour Info shall at all times be true, accurate and not misleading. Tour Operator is at all times responsible for keeping its Tour Info correct and up-to-date.

2. Intellectual property

2.1. **Tour Operator has all the necessary rights concerning Tour Info**
Tour Operator warrants that it has all necessary rights, power and authority to use, (sub)license and have SafariBookings make available the Tour Info (including the relevant intellectual property rights) provided by Tour Operator for publication on SafariBookings.com. Tour Info provided by Tour Operator shall remain the exclusive property of Tour Operator. Tour Operator indemnifies and holds harmless SafariBookings for all claims (from third parties) regarding: (i) a breach of any agreement with any third party; and (ii) infringement of any third-party intellectual property rights (including copyright, trademark, patent or database rights).

2.2. **Tour Operator grants SafariBookings permission to use its Tour Info**
The copyright owner of the Tour Info (as provided to SafariBookings by Tour Operator using the Tour Operator Admin) is the Tour Operator. Tour Operator hereby grants SafariBookings BV and its parent company Timu Ventures BV the non-exclusive, perpetual, transferable and irrevocable right, with the right of sublicensing and without any royalty or compensation in return, to use, reproduce, adjust, translate, distribute, publish and create derivate works, and to disclose and duplicate the Tour Info in all now-known and future media during the term of this Agreement.

2.3. **SafariBookings may edit, exclude or translate Tour Info at any time for any reason**
SafariBookings reserves the right to edit, exclude and/or translate Tour Info provided by Tour Operator at any time for any reason (e.g. when SafariBookings becomes aware that Tour Info is incorrect, incomplete, not in proper English or in violation of the terms and conditions of this Agreement or any applicable law).

2.4. **Translations and/or edits of Tour Info by SafariBookings remain property of SafariBookings**
Translations and/or edits of Tour Info by SafariBookings remain the exclusive property of SafariBookings and shall not be used (in any way or form) by Tour Operator for any other distribution or sales channel or purposes. The original Tour Info provided by Tour Operator shall remain the exclusive property of Tour Operator.

2.5. **All content, including reviews, is the property of SafariBookings or others and may not be used**
All content on SafariBookings.com (other than the Tour Info provided by Tour Operator that has not been edited or translated by SafariBookings) is the exclusive property of SafariBookings or any third party that has granted a license to SafariBookings for using it. This includes the reviews about Tour Operator. Tour Operator shall not use (in any way or form) any content for any other distribution or sales channel or purposes, unless SafariBookings has granted a prior written approval or license to do so.

3. Quote Requests from Clients

3.1. **SafariBookings will email Quote Requests from Clients directly to Tour Operator**
Clients can contact Tour Operator using a Quote Request form on SafariBookings.com. Quote Requests will be emailed directly to the email address provided by Tour Operator in the Tour Operator Admin, with a copy to Client and SafariBookings. Quote Requests contain the name, email address and message of Client. The only exception is when a Quote Request triggers the spam filter used by SafariBookings. In that case, SafariBookings will manually review the Quote Request and decide, at its sole discretion, if the Quote Request will be forwarded to Tour Operator or not.

3.2. **Tour Operator shall reply within three business days to Quote Requests received from Clients**
Tour Operator shall reply to Quote Requests as soon as possible, but within three business days at the latest. When SafariBookings receives too many complaints from Clients who have experienced slow response times or received no response at all (which is determined at the sole discretion of SafariBookings), the Tour Info of Tour Operator will be removed from SafariBookings.com (and this Agreement may be terminated in accordance with article 8).

3.3. **Tour Operator can offer Tours to Clients from any country**
Tour Operator is able to offer Tours to Clients from any country in the world, with the exception of Clients from Cuba, Iran, Libya, North Korea, Sudan, Syria, Russia, Belarus and the region of the Crimea, or any other country for which offering Tours to Clients would violate the sanction regimes of the United States, European Union, United Kingdom, United Nations or any other relevant sanctions authority. Offering Tours to Clients from these aforementioned countries is not allowed and would violate article 6.2 of this Agreement.

3.4. **Tour Operator is responsible for dealing with complaints or claims from Clients.**
Complaints or claims from Clients in respect of (the products or services offered or provided by) Tour Operator are to be dealt with by Tour Operator directly, without mediation by or interference of SafariBookings. SafariBookings is not responsible for and disclaims any liability in respect of such claims. SafariBookings may – at its sole discretion – offer customer (support) services or act as intermediary between Tour Operator and Client to resolve the matter or otherwise assist communication with or actions against Tour Operator.

3.5. **SafariBookings may contact Clients in relation to their experiences with Tour Operator**
SafariBookings reserves the right to contact Clients, gain information about the (customer) satisfaction of Clients in relation to dealing with Tour Operator and/or request Clients to write a review about Tour Operator.

3.6. **Reviews from Clients**
SafariBookings may ask Clients and other people to write a review about Tour Operator and its services. Reviews consist of several ratings, a title and a description. SafariBookings reserves the right to post these reviews on SafariBookings.com.

If Tour Operator suspects a review is fake or fraudulent it can request SafariBookings to remove the review, but SafariBookings may decide to do so or not at its sole discretion.

Tour Operator is allowed to invite Clients to write reviews, but won't specifically ask Clients to write a positive review or, directly or indirectly, manipulate or (financially) stimulate Clients to do so.

Tour Operator represents and warrants it won't submit, or let others submit, fake or fraudulent reviews about Tour Operator, its competitors or any other subject. Nor will Tour Operator take, or let others take, any action to manipulate the reviews and average ratings in any way.

SafariBookings has several triggers and tracking technology in place to detect fake reviews and may, at its sole discretion, consider a review to be fake and take any appropriate action.

These actions include, but are not limited to, removing the review or visually label the review as 'fake' in case SafariBookings suspects a fake review was submitted by Tour Operator to improve its own average rating.

Tour Operator acknowledges that SafariBookings is a distributor (without any obligation to verify) and not a publisher of these reviews. SafariBookings shall not have (and disclaims) any liability and responsibility for the content and consequences of (the publication or distribution of) reviews howsoever or whatsoever.

4. Payment

4.1. **Advertising credit**
Listing your company on the SafariBookings.com Website and using the review services of SafariBookings is free. Listing Tours and receiving Quote Requests requires a payment per Quote Request by Tour Operator. In order to pay for Quote Requests, Tour Operator must first purchase advertising credit. When Tour Operator receives Quote Requests, the costs will be withdrawn from its advertising credit. The advertising credit can be purchased as set out in article 4.6. The purchased advertising credit will be added to the SafariBookings Account of Tour Operator.

4.2. **Payment per Quote Request**
Tour Operator can determine its preferred payment per Quote Request by selecting a percentage of the booking value. This percentage must fall within a specified range, which varies by country. Tour Operator can set different payment percentages for each Tour and for Quote Requests received via its company profile page.

Each time a Client requests a quote, the SafariBookings system first calculates the booking value. It then applies the selected payment percentage for that Tour or company profile to determine the cost of receiving the Quote Request.

4.3. **How payment affects rankings**
The higher the payment percentage Tour Operator offers, the higher its Tours and company profile will rank on the SafariBookings.com Website. A higher ranking increases visibility, allowing more Clients to see the Tours and company profile, which can lead to more Quote Requests and bookings.

However, offering a higher payment percentage also means that Quote Requests and bookings will be more expensive.

Rankings on the SafariBookings.com Website are not solely determined by the payment percentage. The ranking system also considers performance factors and relevance factors:

- Performance factors include elements such as client review ratings, how well Tours perform on the platform, the average response time to Quote Requests, and other key metrics.

- Relevance factors help determine how well a Tour Operator matches a Client's search criteria. For example, if a Client from the US is searching for a Tanzania safari, the system may give a small ranking bonus to Tour Operators based in the US or Tanzania.

Find more information here

4.4. **Accepting paid Quote Requests**
Quote Requests will include an estimation of their value and the costs of the Quote Request. Tour Operator can accept a Quote Request or ask for approval to decline a Quote Request. SafariBookings may, at its sole discretion, decide not to give approval. The guidelines and requirements for declining Quote Requests will be provided on the page where Tour Operator can request approval and may be amended by SafariBookings from time to time. The costs for a Quote Request will only be charged if Tour Operator accepts a Quote Request or if Tour Operator asks for approval to decline a Quote Request, but the approval is not given by SafariBookings. Tour Operator acknowledges that SafariBookings has sole discretion in approving a request to decline a Quote Request.

4.5. **Currency**
The default currency for the estimated value, costs per Quote Request, payments and invoices is Euro (€). If tours are offered in a different currency, all amounts will be converted to Euro using the mid-market exchange rates of openexchangerates.org. Mid-market rates are used when converting currency without a profit motive. SafariBookings may, at its sole discretion, decide to use a different major currency (e.g. EUR/USD/GBP/CAD/AUD/NZD) or the relevant local currency of Tour Operator.

4.6. **Payment plans and methods**

i. SafariBookings offers two payment plans:
   a. a manual payment plan where Tour Operator makes payments manually to ensure there is sufficient advertising credit in its SafariBookings Account;
   b. an automatic payment plan where Tour Operator will be charged automatically every time its SafariBookings Account runs out of advertising credit.

ii. The payment methods for the manual payment plan include credit/debit card, PayPal and bank transfer. The payment methods for the automatic payment plan are credit/debit card and PayPal.

iii. When adding a credit/debit card or PayPal account for automatic payments, Tour Operator accepts that SafariBookings will automatically charge its PayPal account when its SafariBookings Account runs out of advertising credit. Tour Operator can cancel these automatic payments at any time:

   a. Credit/debit card: sign in to the Tour Operator Admin and remove the credit/debit card as the automatic payment method (see: Billing -> Payment Method).

   b. PayPal: the preferred way to remove PayPal as the automatic payment method is by signing in to the Tour Operator Admin and removing the PayPal account (see: Billing -> Payment Method). Alternatively, Tour Operator can sign in to the PayPal interface and cancel the preapproved payment agreement for SafariBookings (see: My Account -> Profile -> My Money -> My preapproved payments). Cancelling the preapproved payment agreement using the PayPal interface will result in a payment error in the Tour Operator Admin and is therefore not a preferred method of cancellation of automatic payments. When removing PayPal in the Tour Operator Admin, the preapproved payment agreement in the PayPal interface will also be cancelled.

4.7. **Running out of advertising credit**
If Tour Operator is on the manual payment plan and runs out of advertising credit, its Tours will be taken offline, and it will no longer receive Quote Requests until it adds more advertising credit. If Tour Operator is on the automatic payment plan, its credit/debit card or PayPal account will be charged automatically when it runs out of advertising credit. However, if the automatic payment fails, its Tours will also be taken offline, and it will stop receiving Quote Requests until a successful manual payment is made.

4.8. **Cleared funds**
All payments made under this Agreement shall be net payments in cleared funds, without any deduction or setoff, and free and clear of, and without deduction for, any taxes, levies, imposts, duties, charges, fees, and withholdings of any nature now or hereafter imposed by any governmental, fiscal, or other authority (the "Taxes and Governmental Charges").

SafariBookings is incorporated in the Netherlands and pays its own Taxes and Governmental Charges in compliance with Dutch laws and regulations.

If the country of Tour Operator requires SafariBookings to be liable for and pay any Taxes and Governmental Charges, such as, but not limited to, Value Added Tax, Digital Services Tax or Significant Economic Presence Tax, then Tour Operator must pay SafariBookings such amounts on top of the net payment to cover these charges. In this case, SafariBookings will be responsible for remitting these amounts to the relevant local authorities.

If the country of Tour Operator requires Tour Operator to withhold Taxes and Governmental Charges from a payment to SafariBookings (such as, but not limited to, Income Tax or Withholding Tax), Tour Operator is responsible for calculating these amounts on top of the net payment and remitting them to their local authorities. This means that Tour Operator will not withhold these amounts from the net payment to SafariBookings but instead will bear the additional cost of these amounts.

4.9. **Refunds**
Payments to SafariBookings for purchasing advertising credit are non-refundable.

4.10. **Late payment**
In the case of late payment, SafariBookings reserves the right to claim statutory commercial interest to suspend its service under this Agreement (e.g. by suspending Tour Operator from SafariBookings.com), and/or to ask for a bank guarantee or other form of financial security from Tour Operator. SafariBookings can furthermore require payment of extrajudicial collection costs in case of late payment.

4.11. **Payment disputes**
In the event of a dispute between SafariBookings and Tour Operator (e.g. on payments), any undisputed amount will be paid in accordance with the terms of this Agreement, notwithstanding the status or nature of the dispute.

4.12. **VAT (Value Added Taxes)**
In some situations VAT is applicable:

i. If the billing address of Tour Operator is outside of the UK or European Union, VAT may be applicable. If that is the case VAT will be applied according to the VAT regulations of that country.

ii. If the billing address of Tour Operator is within the Netherlands, 21% VAT will be added to the charges.

iii. If the billing address of Tour Operator is within the UK or European Union (other than The Netherlands) and Tour Operator can provide a valid VAT number, VAT will not be added to the charges as the charges are subject to reverse charge and VAT is to be accounted for by Tour Operator in its own country, as per Section 55A of the UK VAT Act 1994 or Article 196 of EU Council Directive 2006/1125/EC.

iv. If the billing address of Tour Operator is within the UK or European Union (other than The Netherlands) and Tour Operator cannot provide a valid VAT number, the VAT rate that is applicable in its country will be added to the charges.

4.13. **Invoices**
SafariBookings will provide invoices for all payments. Invoices will be emailed to Tour

Operator and can be downloaded from the Tour Operator Admin at any time. Any disputes regarding invoices must be submitted to SafariBookings in writing within 30 days of receipt of the aforementioned email of SafariBookings. Complaints filed after 30 days will not be addressed and the rights of Tour Operator to all legal claims and defenses as to the invoice will have lapsed.

5. (Online) marketing and advertising

5.1. **SafariBookings is entitled to promote Tour Operator, its Tour Info, and its name(s) and logo(s)**
SafariBookings is entitled to promote Tour Operator, its Tour Info, and its name(s) and logo(s) in (online) marketing campaigns on SafariBookings.com and other resources. Other resources include, but are not limited to, (third-party) websites, search engines, magazines and newspapers. Marketing campaigns include, but are not limited to, email marketing, pay-per-click advertising in search engines, and advertisements in magazines, newspapers or (third-party) websites. SafariBookings runs (online) marketing campaigns at its own costs and discretion.

5.2. **Tour Info provided by Tour Operator will be indexed by search engines**
Tour Operator is aware of the working methods of search engines, such as spidering of content on web pages and ranking the web addresses/URLs of web pages in their search results. Tour Operator agrees that Tour Info provided for inclusion on SafariBookings.com will be indexed by and ranked in search engines.

5.3. **Tour Operator won't target the SafariBookings brand or URLs in (online) marketing**
Tour Operator agrees not to specifically target the SafariBookings brand or web addresses/URLs through (online) marketing campaigns, such as ads in magazines, newspapers or websites, pay-per-click advertising or other forms of advertising.

6. Representations and warranties

6.1. **Tour Operator represents and warrants that:**

i. it holds and has complied with all permits, licenses and other governmental authorizations necessary for conducting, carrying out and continuing its operations and business;

ii. it has the full corporate power and authority to enter into and perform its obligations under this Agreement;

iii. it has taken all corporate action required by it to authorize the execution and performance of this Agreement;

iv. this Agreement constitutes legal valid and binding obligations of Tour Operator in accordance with its terms;

v. it shall comply with all applicable governmental laws, codes, regulations, ordinances and rules of the country, state or municipality under which law Tour Operator is incorporated with respect to the products (to be) offered and/or services (to be) rendered by Tour Operator; and

vi. it does not trade with and is not connected to, part of, involved in, related to or (partially or fully) owns a company that is in any way involved in hunting safaris. And that its direct, indirect and ultimate (beneficial) owners (and their directors) do not directly or indirectly control, manage or (partially or fully) own a company that is in any way involved in hunting safaris.

6.2. **Anti-terrorism, anti-money laundering and international sanctions**
Tour Operator and its direct, indirect and ultimate (beneficial) owners, employees, directors, officers, agents and other representatives or subsidiaries (and their directors) shall:

i. comply with the sanction regimes, anti-money laundering laws and anti-terrorist financing laws of any government or other relevant authority; and

ii. not trade with or be connected to, part of, involved in, related to, or under the control, management or ownership of:
   a. terrorists or terrorist organizations;
   b. parties or persons listed as (special) designated nationals/entities or blocked persons/entities in accordance with the sanction regimes of the United States, European Union, United Kingdom, United Nations or any other relevant sanctions authority;
   c. parties or person otherwise subject to any applicable trade embargo, or financial, economic and trade sanctions;
   d. parties or persons located, organized or resident in Cuba, Iran, Libya, North Korea, Sudan, Syria, Russia, Belarus and the region of the Crimea;
   e. parties or persons guilty of money laundering, bribery, fraud or corruption.

6.3. **Bribery, corruption or other illegal practices**
In respect of (or as an award for) the execution, delivery, sealing, registration, filing of, and/or the execution, performance or delivery under or pursuant to the Agreement, Tour Operator, its direct, indirect and ultimate (beneficial) owners, employees, directors, officers, agents and other representatives or subsidiaries (and their directors) shall:

i. not directly or indirectly (a) offer, promise or give to any third party (including any governmental official or political party or party's official, representative or candidate), or (b) seek, accept or get promised for itself or for another party, any gift, payment, reward, consideration or benefit of any kind that would or could be construed as bribery or an illegal or corrupt practice, and

ii. comply with all applicable laws governing anti-bribery and corrupt gifts and practices.

6.4. **No representations or warranties in connection with this Agreement**
Except as otherwise expressly provided in this Agreement, neither Party makes any representations or warranties, express or implied, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including all implied warranties of merchantability or fitness for a particular purpose regarding such subject matter.

7. Indemnification and liability

7.1. **Liability SafariBookings**
SafariBookings is not liable for any direct and indirect damages, losses (including any loss of production, loss of profit, loss of revenue, loss of contract, loss of data, loss of or damage to goodwill or reputation, loss of claim, or any special, indirect or consequential losses and/or damages), liabilities, obligations, costs, claims, claims of any kind, interest, penalties, legal proceedings and expenses (including, without limitation, reasonable attorneys' fees and expenses) actually paid, suffered or incurred by Tour Operator and/or Clients pursuant to:

i. a breach of this Agreement by Tour Operator and/or Clients, or

ii. any claim from any third party based on any (alleged) infringement of the third party's intellectual property right by Tour Operator and/or Clients;

iii. all claims made by Clients concerning (inaccurate, erroneous or misleading) Tour Info of Tour Operator as added to SafariBookings.com by Tour Operator;

iv. any claims under or pursuant to the Best Price Guarantee when such claims are not settled between the Client and Tour Operator (by offering the lower rate or paying back the full difference) within two weeks of Tour Operator being notified about the claim;

v. all other claims from Clients that are wholly or partly attributable to or for the risk and account of Tour Operator (including claims related to (lack of) services provided or product offered by Tour Operator) or that arise due to tort, fraud, willful misconduct,

negligence or breach of contract by or attributable to Tour Operator in respect of a Client or its property;

vi. all claims against SafariBookings in relation to, or as a result of, the failure of Tour Operator to pay or withhold any applicable taxes levied or based on the services or other charges hereunder in the relevant jurisdiction; and

vii. hacks and/or viruses and/or malfunctions at SafariBookings.com.

7.2. **Limitation of liability for SafariBookings**
Save as otherwise provided for in this Agreement, the maximum liability of SafariBookings to any other in aggregate for all claims made against SafariBookings under or in connection with this Agreement shall not exceed
€ 1,000 (one thousand euros) and will be limited to direct damages only, unless in the event of tort, fraud, willful misconduct or gross negligence on the part of SafariBookings, in which event the limitation of liability is not applicable.

In no event shall SafariBookings be liable for any indirect damages, which includes (among others), consequential damages or losses, including loss of production, loss of profit, loss of revenue, loss of contract, loss of data, loss of or damage to goodwill or reputation and loss of claim, whether such damages are alleged as a result of a breach of contract, tort or otherwise. All such damages and losses are hereby expressly waived and disclaimed.

7.3. **SafariBookings won't accept liability for the breakdown of SafariBookings.com**
SafariBookings disclaims and excludes any and all liability in respect of Tour Operator that is related to any (temporary and/or partial) breakdown of the SafariBookings.com Website and/or the Tour Operator Admin.

8. Term, Termination and Suspension

8.1. **Agreement shall commence on the date hereof**
Unless agreed otherwise, this Agreement shall commence on the date Tour Operator agrees with this Agreement or Parties have carried out this Agreement, and be effective for an indefinite period of time until terminated by either Party.

8.2. **Agreement can be terminated by either Party for any reason with written notice and a 7-days notice period**
This Agreement can be terminated without any liability by either Party for any reason subject to a 7-days written notice to the other Party. Email is considered to be a valid written notice. Termination notifications to SafariBookings can be emailed to info@safaribookings.com and will be considered valid as soon as SafariBookings confirmed it has received the email by sending a reply.

8.3. **In the following cases this Agreement can be terminated with immediate effect**
Each Party may terminate this Agreement or suspend this Agreement in respect of the other Party, with immediate effect and without a notice of default being required in case of bankruptcy/insolvency, suspension of payments, seizure of assets of the other Party or dissolution or liquidation of the other Party.

SafariBookings may terminate this Agreement or suspend this Agreement in respect of Tour Operator, with immediate effect and without a notice of default being required, in case of a material breach by Tour Operator of any term of this Agreement. For the purposes of this article, there will be a material breach on the side of Tour Operator in case of delay of payment, breach of Best Price Guarantee, the provision of wrong information, receiving material Client complaints, such as failure to fully deliver Tours, requesting unauthorized additional payments from Clients, failing to provide promised refunds and/or other serious Client complaints.

8.4. **Certain clauses shall survive termination**
Upon termination and save as set out otherwise, this Agreement shall and cease to have effect without prejudice to the Parties' rights and remedies in respect of an indemnification or a breach by the other Party of this Agreement. Article 2.4, this article 8.4, and articles 9.1, 9.2, 9.3, 9.4, 9.5, 11.1 and 11.2 will survive termination and the Parties hereto will act in conformity with the rights and obligations laid down therein.

8.5. **Consequences of termination**
Upon a lawful termination by Tour Operator or a termination by SafariBookings of this Agreement, SafariBookings may delete the SafariBookings Account of Tour Operator or otherwise revoke the access to it. The Company Profile of Tour Operator will remain online and reviews will not be removed following termination. Tour Operator acknowledges that if there are material Client complaints, SafariBookings reserves the right to post a warning about Tour Operator on the SafariBookings Website.

9. Confidentiality

9.1. **Tour Operator shall safeguard Personal Information of Clients**
Tour Operator shall safeguard the confidentiality and privacy of Personal Information of Clients received from SafariBookings. Tour Operator shall comply, and have its service providers comply, on an ongoing basis with the requirements, compliance criteria of the European General Data Protection Regulation and other applicable laws on the processing of personal data and the protection of privacy.

9.2. **Tour Operator won't use Personal Information of Clients for its own marketing purposes**
In order to comply with international privacy laws, Tour Operator agrees not to target Clients using Personal Information that has been obtained via SafariBookings.com in either online or offline marketing promotions or solicited or unsolicited mail. Nor will Tour Operator share, sell, rent or lease Personal Information of Clients to third parties. Tour Operator takes full responsibility and will compensate all direct and indirect damages or loss when breaching this condition and indemnifies and holds SafariBookings harmless for all damages, losses and costs arising out of breaching the aforementioned condition.

An exception is when Clients, who were originally referred by SafariBookings, specifically agree otherwise; for example, by subscribing to the mailing list of Tour Operator or by granting approval in any other way.

9.3. **Parties understand that they may have access to Confidential Info of the other Party**
Parties understand and agree that in the performance of this Agreement, each Party may have access to or may be exposed to, directly or indirectly, Confidential Info of the other Party.

9.4. **Regarding Confidential Info, each Party agrees that:**

i. all Confidential Info shall remain the exclusive property of the disclosing party and receiving party shall not use any Confidential Info for any purpose except in furtherance of this Agreement;

ii. it shall maintain, and shall use prudent methods to cause its employees, officers, representatives, contracting parties and agents (the "Permitted Persons") to maintain, the confidentiality and secrecy of the Confidential Info;

iii. it shall disclose Confidential Info only to those Permitted Persons who need to know such information in furtherance of this Agreement;

iv. it shall not, and shall use prudent methods to ensure that the Permitted Persons do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Confidential Info; and

v. it shall return or destroy all (hard and soft copies of) Confidential Info upon written request of the other Party.

9.5. **Notwithstanding the foregoing, Confidential Info shall not include any information to the extent it:**

i. is or becomes part of the public domain through no act or omission on the part of the receiving party;

ii. is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or

iii. is required to be disclosed pursuant to law, court order or governmental authority.

9.6. **Tour Operator shall keep its username and password for the Tour Operator Admin confidential**
SafariBookings will provide Tour Operator with a username and password that allows Tour Operator to access the Tour Operator Admin, the system that enables Tour Operator to add its Tour Info to SafariBookings.com. Tour Operator shall safeguard and keep the username and password confidential and safely stored, and not disclose it to any person other than those who need to have access to the Tour Operator Admin. Tour Operator takes full responsibility for safeguarding its username and password and any consequences (i.e. damages or losses) resulting from a security breach or improper use. In the event of any (suspected) security breach or improper use, Tour Operator shall immediately notify SafariBookings.

10. Miscellaneous

10.1. **Neither party can transfer its rights under this Agreement**
Neither party shall be entitled to assign, transfer or encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other party, provided that SafariBookings may assign, transfer, encumber any of its rights and/or the obligations under this Agreement (in whole or in part or from time to time) to its parent company Timu Ventures BV or any other affiliated company without the prior written consent of Tour Operator.

10.2. **All notices and communications must be in English**
All notices and communications must be in English and in writing or by email. If both Parties are located in the Netherlands, the notices and communications may also be in Dutch.

10.3. **English words, Dutch meaning**
In this Agreement the following English words have the following meaning under Dutch law:

- Commercial interest: *wettelijke handelsrente*
- Extrajudicial collection costs: *buitengerechtelijke incassokosten*
- Willful misconduct: *opzet*
- Gross negligence: *bewuste roekeloosheid*
- Terminated or termination: *opgezegd of opzegging*
- Suspend: *opschorten*
- Seizure: *beslag*.

10.4. **In case provisions of this Agreement become invalid or non-binding**
If any provision of this Agreement is or becomes invalid or non-binding, the Parties shall remain bound by all other provisions hereof. In that event, the Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

10.5. **Modifications to this Agreement**
SafariBookings reserves the right to make changes to this Agreement from time to time and at its sole discretion. The new and changed Agreement will replace and supersede all prior versions of the Agreement. The new and changed Agreement will be published on the SafariBookings Website. As soon as the new and changed Agreement is published, the new Agreement becomes effective. Please review this Agreement periodically. Your continued use of the SafariBookings services will constitute your acceptance of any such changes to the Agreement.

10.6. **Contact**
SafariBookings BV is a private limited liability company, incorporated under the laws of the Netherlands. SafariBookings BV is a 100% subsidiary of its parent company, Timu Ventures BV. Both companies have their offices at Veemarktkade 8 (Unit 6249), 5222 AE, 's-Hertogenbosch, the Netherlands. If you have any suggestions or remarks about this Agreement, please send an email to: info@safaribookings.com.

11. Disputes

11.1. **This Agreement shall be governed by the laws of the Netherlands**
Save as set out otherwise in this Agreement, this Agreement shall be exclusively governed by the laws of the Netherlands. Save as set out otherwise in this Agreement, any disputes arising out or in connection with this Agreement shall exclusively be submitted to and dealt with by the competent court in
's-Hertogenbosch, the Netherlands.

11.2. **SafariBookings reserves the right to bring legal action to a competent court where Tour Operator is established**
Parties agree and acknowledge that notwithstanding article 11.1, nothing in this Agreement shall prevent or limit SafariBookings in its right to bring or initiate any action or proceeding or seek interim injunctive relief or (specific) performance before or in any competent courts where Tour Operator is established or registered under the laws of the relevant jurisdiction for this purpose. Tour Operator waives its right to claim any other jurisdiction or applicable law to which it might have a right.