

# Terms and conditions – eDreams

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### 1. Use of the platform

1.1 The website [www.edreams.net](http://www.edreams.net) (hereinafter, the "Platform") is available to all users (hereinafter referred to as "User" or "You"), subject to these general terms and conditions (hereinafter "T&Cs"). When You make a booking on the platform or use this platform in any way, You acknowledge that You have accepted these T&Cs.

1.2 This Platform is operated by:

(a) **eDreams LLC**, a Delaware limited liability company, with business address at 3390 Mary Street Suite 116, Coconut Grove, Florida 33133, USA. eDreams LLC is registered as Seller of Travel in the following states: California: CST2121263-50; Florida: ST38821; Iowa: 1293; Washington UBI: 603-615-148. **\*REGISTRATION AS A SELLER OF TRAVEL DOES NOT CONSTITUTE APPROVAL BY THE STATE OF CALIFORNIA. CALIFORNIA LAW REQUIRES CERTAIN SELLERS OF TRAVEL TO HAVE A TRUST ACCOUNT OR BOND. EDREAMS HAS A SURETY BOND ISSUED BY THE PROSURE GROUP IN THE AMOUNT OF \$25,000. EDREAMS IS NOT A PARTICIPANT IN THE TRAVEL CONSUMER RESTITUTION FUND (TCRF).** (hereinafter, "eDreams LLC", "we", "us" or "our"); and

(b) **Vacaciones eDreams, SL**, a Spanish limited liability company, with registered address at Passeig Zona Franca 191-205, 08038 Barcelona, Spain. Vacaciones eDreams, SL is registered as Seller of Travel with the Tourism Department of the Government of Catalonia under the Registration Number GC88MD (hereinafter, "eDreams VED", "we", "us" or "our").

Together referred to as "eDreams"

If You are a US based consumer, which is defined as a consumer who uses a credit card or debit card issued by a financial institution which is established in the US for the payment of the price of the booking, eDreams LLC will be your agent in respect of your booking. If You are a non-US based consumer or You use another payment method different than a credit or debit card (i.e. PayPal or other alternative payment system that may be available at any time), eDreams VED will be your agent in respect of your booking. **PLEASE, BE AWARE THAT WHEN A TRANSACTION IS PROCESSED THROUGH EDREAMS VED, IT WILL BECOME AN INTERNATIONAL TRANSACTION TO ALL EFFECTS.**

1.3 The User acknowledges being of legal age and possesses the necessary legal capacity to comply with this agreement and uses the Platform in accordance with these T&Cs, which are understood and acknowledged in full. The User shall be responsible for safeguarding any passwords provided by eDreams in order to enter the platform, and guarantees that no unauthorized third parties shall gain access to them. The User declares that all information provided by them in order to enter the Platform, before and during use, is true, complete and accurate and warrants keeping this information updated.

1.4 This Platform is solely and exclusively for the User's personal use. It is prohibited to modify, reproduce, duplicate, copy, distribute, sell, resell, or exploit it in any way for commercial ends or equivalent purposes.

1.5 The User agrees to not use this Platform for illegal or improper purposes. In particular, the User accepts that the services purchased through this Platform are for their own use or consumption, or for the use and consumption of the persons in whose name they are legally authorized to act. The User may not resell the services purchased through this Platform to third parties. eDreams reserves the right to deny access to the Platform at any moment with no prior notice.

## **2. How the platform works**

2.1 Through this Platform, eDreams offers search and comparison services which enable the Users to search and select travel services which are offered by Travel Suppliers, as well as an intermediary service which enable the Users to actually purchase the selected travel services from the Travel Suppliers. A purchase on this Platform means that You make an order to eDreams to purchase services from Travel Suppliers for You, which implies a payment obligation which needs to be confirmed by eDreams. When You purchase travel services through this Platform, You will enter into two agreements: (a) an agreement directly with the Travel Supplier(s) relating to the supply of the travel service and (b) an agreement with eDreams relating to the supply of intermediation services. Unless expressly indicated, eDreams acts as a Disclosed Agent for You and does not enter into any contractual relationship with You

and/or the Travel Supplier relating to the services that You purchase on this Platform. Any query or consultation relating to services purchased on this Platform must be addressed to the Travel Supplier which has supplied the travel service to You.

2.2 The term "Travel Supplier" includes, as appropriate, airlines, tour operators, holiday package suppliers, hoteliers, car rental suppliers and cruise lines.

2.3 eDreams will assist You to purchase travel services, intermediating on Your behalf with the Travel Supplier(s). Your purchase of the travel service is subject to the terms and conditions of each Travel Supplier. We recommend you to contact the corresponding Travel Supplier to review their terms and conditions, especially those relating to cancellation fees.

2.4 By using this Platform to purchase travel services, You authorize eDreams to act as your agent during the purchasing process with the corresponding Travel Supplier(s), as well as for the payment of these products or services on your behalf, to the extent as necessary, in order to ensure that the transaction between You and the Travel Supplier(s) is carried out correctly. For the supply of its intermediation services, eDreams will charge You a service fee, the amount of which will depend on the type and value of the travel service(s) purchased. In any event, eDreams will provide You with all necessary information and the total price of Your purchase before You will be bound by any agreement and/or any payment obligation.

2.5 Despite the above, note that our Platform also provide outbound links or microsites to third party's sites so You can access to a major offer of travel products and services (i.e. hotel rooms as stand-alone products, car rentals, travel packages, cruises), which can be third party's branded or eDreams' branded ("**Third Parties Sites**"). In both cases, when You click on one of these Third Parties Sites, You will be leaving our Platform, so these T&Cs will be not applicable anymore, but the third party's terms and conditions, as appropriate. If You acquire any product or service from one of these Third Parties Sites, eDreams will not be Your agent.

2.6 The total price of your order with the appropriate breakdown will be displayed once the search process, price comparison and selection of the travel service(s) have been completed, that is before You finalize the booking by clicking on "ACCEPT AND PURCHASE". Prices are displayed based on the daily calculated rates offered by Travel Suppliers and can therefore vary on a daily basis. Likewise, applicable taxes, such as airport taxes, may fluctuate on a daily basis. When You make an order, the price for the travel service is fixed at the moment of accepting the purchase. This price shall also be applied to any modification and cancellation of the travel services included in Your order.

2.7 When You have completed Your purchase order by clicking "ACCEPT AND PURCHASE", You will receive a confirmation e-mail from Us, containing a summary of all details relating to the services purchased, as well as a confirmation that Your order has entered correctly in the systems of your Travel Supplier(s) and that Your payment will be processed. eDreams' obligation to process Your purchase order is subject to having received your payment in full. You will receive a second e-mail, confirming that your purchase of the travel service has been properly processed and that Your payment has been received in full and will contain the relevant confirmation such as booking and/or e-ticket numbers. In the event that, for any reason beyond the influence of eDreams, Your purchase

or certain elements which form part of Your purchase cannot actually be processed, we will immediately contact You to discuss possible steps to resolve the issue which may have caused the delay in processing Your purchase. NOTE THAT IF THE TRAVEL SERVICE ORDERED IS A LOW COST FLIGHT, YOU WILL ONLY RECEIVE ONE E-MAIL CONTAINING THE ORDER CONFIRMATION AND THE E-TICKET NUMBER. IN ANY CASE, PLEASE DO NOT GO TO THE AIRPORT IF YOU HAVE NOT RECEIVED THE E-TICKET NUMBER FOR ALL THE FLIGHTS WHICH FORM PART OF YOUR ORDER.

2.8 eDreams reserves the right to cancel Your order in the event that we can reasonably believe it is fraudulent, for example if the payment method is not legally valid and/or you are not the legal owner of such payment method. Under these circumstances, we will attempt to contact You, using the e-mail address provided by You during the booking process, or through your bank. If we cannot contact You or your bank, Your order will be automatically cancelled.

2.9 The confirmation e-mail of your order is the proof of Your contractual relationship with eDreams and the Travel Supplier. This document will be filed in eDreams records and may be accessed by You at any moment upon your request.

2.10 eDreams cannot guarantee options or special requests relating to any travel service (e.g. meals, disabled facilities, child seats etc.), since eDreams only pass these requests on to the corresponding Travel Supplier(s). You need to confirm with the Travel Supplier whether such special requests can be fulfilled. In addition, we expressly inform You that the request for any option or special request concerning flights may cause a delay in producing the confirmation of Your purchase. During this delay, we may not be able to ensure that the services which You have ordered are still available at the price shown at the time You made your order.

### **3. Purchase conditions**

#### **3.1. Cancellations and changes**

3.1.1 You may within 24 hours from your purchase apply to cancel your flight and choose either to (i) receive a refund or (ii) to put that money towards another flight but in this case You will be responsible for any price difference, provided that you have purchased this ticket more than 7 days before the date of your flight. After a period of the 24 hours following your purchase, the possibility to cancel or change a travel service purchased through this Platform, as well as the way to change or cancel, will depend on the terms and conditions of your Travel Supplier(s), which usually depend on the type of fare chosen (i.e. low cost airlines do not usually allow for a change or cancellation). eDreams can assist You to find out whether Your fare allows for a change or cancellation and, if you wish, eDreams may assist You in your request with your Travel Supplier(s). For such assistance, eDreams will charge a service fee of **FIFTY US DOLLARS (US\$50) per person and flight segment cancelled and/or changed**. Please note that our services fee for assisting in cancellations and/or changes does not include the amounts which may be charged by your Travel Supplier(s) according to their terms and conditions. If you wish to order a cancellation or a change through eDreams, please call to the telephone number 1 844 539 6719 as requests for cancellations and changes cannot be processed via the Platform or by email.

3.1.2 If your order includes one or more services acquired through one of the Third Parties Sites (i.e. hotel rooms, car rentals, travel packages, cruises), the third party's terms and conditions for cancellations and changes will apply. You should read them carefully, since eDreams is not responsible for the provision or the mediation in the sale of such services.

### **3.2. Prices and payment terms**

3.2.1 This Platform shows the total price of your order with the corresponding breakdown, once You have selected the Travel Services You wish to order, which is before You will be bound by any contract and/or take any payment obligation. Such total price will include the price of all of selected travel services, including optional services, and eDreams' service fees. Please note that eDreams' service fees are non-refundable. This is because the service fees are charged for the mediation services supplied by eDreams, which can be considered to be fulfilled when the booking has been confirmed to You.

3.2.2 eDreams' service fees will vary according to the products or services included in your order. Please, note that additional mediation fees will be charged if you make your order by phone or if You request a post-booking service (i.e. requesting a cancellation, change or refund). In the event that You use a non-valid credit or debit card or a credit or debit card which is rejected by the bank as a result of which Your order cannot be processed, eDreams will charge You an additional service fee of **TWENTYUS DOLLARS (US\$20)** and will provide You with instructions to make the payment of Your order effective. Once full payment has been made by You, the additional service fee will be refunded by deducting it from the total price of Your order. You will not receive any of the services ordered until full payment has been received by Us. Note that price of the services at the moment you completed Your purchase by clicking ACCEPT AND PURCHASE may change due to the elapsed time between completing Your purchase and the moment on which Your payment has been received in full. In such case, to process Your order You must accept the price of the travel service(s) which is applicable at the moment the full payment has been received. In case of any issue relating to your payment, we will contact You within forty-eight (48) hours from your order (or within twenty-four (24) hours if You are traveling within forty eight (48) hours) and will instruct You to make the payment effective.

3.2.3 If your order includes one or more flights, be aware that some airlines will directly charge You, so payment to the airline/s and payment to eDreams may appear as separate transactions on your bank account.

3.2.4 You can only use the payment methods as listed on the Platform. No other payment methods shall be accepted.

3.2.5 All prices which are mentioned to You on our platform are including sales tax or foreign value added tax (if any). The amount of sale tax or VAT which is included in the price of the travel services as well as in the intermediation fee (if any) depends on the destination of your travel as well as whether you are a private customer or a business.

3.2.6 For security reasons, You will be requested to enter your credit or debit card information each time you make an order, unless You expressly provide your consent to us to store such information for next purchases. This

information will not be saved in our systems beyond processing Your payment and, as appropriate, processing claims for reimbursement of unreturned fees as set out in point 3.3. Please note that eDreams will need to share your credit or debit card information with the Travel Supplier(s) in order to formalise your order. All the information will be encrypted in a secure server. You authorize eDreams to use the information from your credit or debit card in order to (i) pay the products or services ordered and fees in relation with these products and services, (ii) pay the insurance premium, if applicable, (iii) manage refunds, when appropriate and (iv) pay post-booking services requested.

3.2.7 eDreams can also charge You with additional fees for using certain payment methods. Please note that this is an automatic process where charges associated with the payment method which is *actually* used by You are applied, despite the fact that You have indicated that You use a different payment method. Please, note that, If You pay with a credit or debit card which is held by another person than Yourself, we will assume that You have previously requested the permission of the card holder. eDreams reserves the right, both on its own behalf and on behalf of the Travel Supplier(s) to send e-tickets, confirmations, e-vouchers and other travel documents exclusively to the card holder. Please, ensure your email account, as provided to eDreams is valid.

3.2.8 eDreams is constantly trying to reduce or minimise fraudulent transactions. In this regard, we reserve the right to carry out random checks where we can request You to provide proof of address by fax or post and/or a copy of your credit or debit card, in the event that our system detects that Your transaction could be fraudulent. Please note that these checks are only carried out during standard working hours. As a result, orders made outside of working hours may not be processed until the following working day. Also note that You shall be responsible for expenses incurred in connection with sending proof of address by fax or post, bank wire and/or any other action required to be able to process Your payment successfully.

3.2.9 In certain cases, subject to prior contact with the Customer Service centre, You will be able to pay by bank wire. In these cases, there must be a difference of at least six (6) working days between the date of your order and the departure date of the ticket. By choosing bank wire as the payment method, eDreams will charge You the total amount of your order in one single payment. You must ensure that You have sufficient funds available to settle the payment. In the event of a returned payment due to lack of funds or any other reason, eDreams will charge You a service fee of **TWENTY US DOLLARS (U\$20)** and will give You instructions to make the payment effective.

### **3.3 Refunds**

3.3.1 Refunds are processed according to the Refund Policies of the Travel Supplier(s) concerned. If You have the right to be refunded, note that your refund will be processed using the same payment method as used to pay the order. We advise You that air fares may contain different elements which may not all be refundable. This means that even when You meet the Travel Supplier's requirements to be refunded (according to its Refund Policies), the refunded amount may not be the same as the total price paid to the Travel Supplier.

3.3.2 In case You have ordered a non-refundable and non-changeable flight, and You will not be able to use it, You may claim a refund for certain *airport taxes* which are included in the air fare. In case You wish to request the refund of the airport taxes through eDreams, You authorize eDreams to carry out all necessary actions on your behalf to obtain the refund of the airport taxes. Please note that the deadline for requesting the refund of these

taxes is twelve (12) months from the date of purchase of the flight(s) or six (6) months from the date of the flight(s), if this is later. For this service, eDreams will charge You a service fees of **FIFTY US DOLLARS (U\$50) per passenger** which You shall authorize eDreams to deduct from the amount of the refunded airport taxes.

### **3.4 Passport, visas and health requirements**

3.4.1 You should check accurately with the relevant embassy about passport and visa requirements in advance. It is Your responsibility to be in possession of a valid passport and, if appropriate, a visa. Under no circumstances eDreams can be responsible if You do not have the right travel documents or permissions.

3.4.2 Every destination has its own requirements concerning entry formalities, vaccinations, etc. and these may also vary depending on the nationality of the passenger. We recommend that You obtain this information before planning your journey. eDreams cannot be responsible for incidents deriving from customers being non-observant of these official requirements.

### **3.5 Electronic tickets (e-tickets)**

3.5.1 All tickets ordered through this Platform are e-tickets. The e-ticketing system is a paperless method to buy airline tickets. Once You have made your order, eDreams will send You a confirmation email with your flight/s booking reference number/s. Please note that You WILL NOT RECEIVE A PAPER TICKET TO SHOW AT THE AIRPORT.

3.5.2 In this regard, we would like to inform You that every airline has its own rules and procedures regarding eTicketing, and we would urge You to check these regulations before getting the airport. IN ANY EVENT, WE RECOMMEND YOU ALWAYS HAVING A PRINTED COPY OF YOUR CONFIRMATION EMAIL CONTAINING YOUR FLIGHT/S BOOKING REFERENCE NUMBER/S, ALTHOUGH NOT ALL AIRLINES REQUEST TO SEE IT. eDreams will not be responsible for customers not complying with the procedures and rules set-up by each airline concerning eTicketing. Some airlines apply extra charges if You do not print and show your boarding pass at the airport. eDreams recommends to accurately read all booking confirmation email specifications. You may need to check-in and reprint your boarding pass again if your flight or passenger details change. eDreams cannot be responsible for incidents deriving from customers being non-observant of these airline's policies requirements.

3.5.3 eDreams assumes that the information provided by You is correct and accurate and will therefore not be responsible if your e-ticket does not arrive to your in-box due to an incorrect email address, or goes into your spam folder. You must notify us immediately if You change your email address or telephone number. You must also check that the name that appears on your passport is the same as mentioned on Your booking confirmation.

3.5.4 In exceptional circumstances, due to the restrictions on the sale of tickets beyond eDreams' control, eDreams may not be able to manage your order with the airline. If this occurs, we will attempt to notify You within forty eight (48) hours and issue a refund or offer You an alternative flight.

#### **4. Privacy policy**

4.1 We inform You that personal data provided to eDreams will be filed in our Customers Data Base and they will be processed for the purpose to manage your order and the corresponding payment, as well as to send to You advertising, promotions and other commercial recommendations relating similar or ancillaries products or services contained in your order, and also to perform surveys, statistics and analysis of market trends.

4.2 Please, be informed that You can exercise the rights of access, rectification, cancellation and opposition of your personal data by addressing your request in writing to eDreams. For your convenience, you can exercise the above rights also online through the Platform.

4.3 We also inform You that in order to manage your order, we will necessarily communicate your personal data(1) to the Travel Supplier(s), who will be obliged to use them exclusively for the provision of services concerned, and (2) to other companies within the eDreams ODIGEO Group ([www.edreamsodigeo.com](http://www.edreamsodigeo.com)) which can provide intercompany services to eDreams.

4.4 By accepting this Privacy Policy, you accept the communication of your data as described above, being the Data Processor located anywhere in the world.

#### **5 Cookies policy**

5.1 eDreams hereby inform You that this Platform accepts the use of cookies.

5.2 A cookie is a tiny text file that is deposited on your computer by a platform when You visit it. It stores data that is returned to the platform by your browser when You visit the site in the future or when You move from page to page within the site. Some cookies are essential for You to be able to use a platform successfully, as they enable it to remember information you have already entered, such as flights You have selected or whether You are logged in. Other cookies can be used to store browsing and booking behaviour to compile analytical data about platform usage, or to show You different advertising depending on what You seem to be interested in.

5.3 Cookie preferences need to be set for each browser (Internet Explorer, Google Chrome, Mozilla Firefox or Safari). You usually have a number of ways of managing cookies including: enabling or disabling cookies entirely; deleting particular cookies which have already been stored within the browser; blocking particular platforms from storing any cookies on your computer; or blocking third party cookies (when in the course of browsing one platform, cookies are stored on your computer by another platform).

5.4 Please use the links below for more information on managing cookies on each of the major browsers:

Internet Explorer: <http://windows.microsoft.com/en-GB/windows7/How-to-manage-cookies-in-Internet-Explorer-9>

Google Chrome: [https://support.google.com/chrome/bin/answer.py?hl=en-GB&answer=95647&p=cpn\\_cookies](https://support.google.com/chrome/bin/answer.py?hl=en-GB&answer=95647&p=cpn_cookies)

Firefox: <http://support.mozilla.org/en-US/kb/Cookies>

Safari: <http://docs.info.apple.com/article.html?path=Safari/3.0/en/9277.html>



Additionally, we provide You with an easy option to manage or remove cookies all in one place. Please, use this link: <http://youronlinechoices.com>.

5.5 In particular, our Platform currently uses different kinds of cookies:

- Technical Cookies, which are strictly necessary for the running of the platform.
- Functional Cookies, which are strictly necessary to provide the services requested by users on the platform.
- Analytical Cookies, which allow us to see how visitors move around the platform and to record which content viewers view and are interested in. This helps us to improve the service which we offer to you by helping us make sure our users are finding the information they are looking for.
- Social Cookies, which are necessary for Social Networks (Facebook, Google and Twitter) in order to control the interaction with Social Widgets on the platform.
- Affiliated Cookies, which allow us to track visits from other platforms that we have affiliation agreements with.
- Behavioural and advertising Cookies, which collect information about your preferences and choices in the platform. They target advertising networks, which then use them to show you customized advertising on other platforms.

5.5 If You would like further information or want to give us your opinion on the use of cookies in our Platform, please contact us at your convenience at [customer service email account].

## **6 Intellectual and industrial property rights**

6.1 All the content of this Platform (including, but not limited to, trademarks, texts, graphics, logos, button icons, images, audio files and software) is owned by eDreams or its content providers and is protected by national and international industrial and intellectual property laws. The compilation (understood as the collection, arrangement and assembly) of all content of the eDreams Platform is the exclusive property of eDreams and is protected by national and international industrial and intellectual laws. All software used on the eDreams Platform or belonging to its software suppliers is protected by national and international industrial and intellectual laws.

6.2 Any other use of the content on this Platform is strictly prohibited, including its total or partial reproduction, modification, distribution, transmission, subsequent publication, exhibition and/or representation. In particular, any type of use of the images contained on this Platform outside of this Platform is strictly prohibited without the express consent of eDreams and/or its suppliers.

6.3 eDreams and other names of products, services, graphics and logos of eDreams are internationally registered trademarks. The names of other products, services and companies mentioned in this document may be registered trademarks of their respective owners.

## **7 Liability**

7.1 eDreams makes no representation or warranty about the suitability of the information, software, products and services contained on the Platform for any purpose, which may include inaccuracies or errors. In particular, eDreams makes no representation about the quality of the services provided by the Travel Suppliers, provided that such Travel Suppliers furnishing services are independent contractors and eDreams only performs its activity as Your agent (in case of Flights and Flight + Hotel products) or as a click through platform (in case of Hotel, Car Rental, Vacation Packages and Cruises). As a consequence, eDreams is not liable for any act, error, omission, representation, warranty, breach or negligence of any Travel Supplier or any personal injury, death, property damage or other damages or expenses resulting from, as well as it has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other situation beyond its direct control.

7.2 IN NO EVENT SHALL EDREAMS AND ITS RELATED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE USE OF THIS PLATFORM, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONSUMER PROTECTION LAWS OR OTHERWISE. THIS IS APPLICABLE BUT NOT LIMITED TO (i) ANY USE, BROWSING OR DOWNLOADING YOU MAY DO THROUGH THE PLATFORM, (ii) ANY DELAY OR FAILURE PROVIDING SERVICES, (iii) ANY DAMAGES OR INJURY CAUSED BY A FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, UNAUTHORIZED ACCES OR ALTERATION, EVEN IF EDREAMS OR ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If, despite the limitation above, eDreams and its related parties are found liable for any loss or damage relating to that, then the liability of eDreams and its related parties will in no event exceed, in the aggregate, the service fees You paid to eDreams or ONE HUNDRED DOLLARS (US\$100) if greater. Note that some States do not allow the limitation of liability, so this limitation may not apply to You.

7.3 You agree to defend and indemnify eDreams and its related parties and their directors, officers, employees and agents, from and against any claim, cause of action, demand, recovery, loss, damages, fines, penalties or other costs or expenses, including reasonable legal and accounting fees, in excess of the liability described above, as a result of Your breach of these T&Cs or the documents referenced herein, Your violation of any law or third party's right or Your use of the Platform.

## **8 Links to other Platforms**

8.1 This Platform may contain links to other Platforms that are not managed by eDreams, and which are included for advertising purposes only. eDreams does not exercise any control over these Platforms nor is it responsible for their content.

8.2 The inclusion of links to other Platforms does not imply that eDreams promotes, endorses, guarantees or recommends these sites. These links are only used as informative references, without any evaluation of the content, ownership, services or products offered therein.

## **9 Other applicable terms and conditions**

### **9.1 Queries and complaints regarding your order.**

Please contact our Customer Services Department if You have any query or complaint relating to your booking before your departure. If You have any complaint relating to the services supplied by a Travel Supplier, please ensure that You raise your complaint or claim before your return.

### **9.2 Changes on T&Cs.**

eDreams may amend or update these T&Cs at any moment, without prior notice. The current version of these T&Cs will be shown on the Platform when said changes come into force. Please consult the current T&Cs each time You make a booking on this Platform.

## **10 Applicable law**

These T&Cs shall be governed by the Federal Arbitration Act, federal arbitration law and, if You are a US resident, the laws of the State in which Your billing address is located, without regard to principles of conflicts of laws.

## ANNEX 1. SPECIFIC INFORMATION FOR FLIGHTS

**Please note that when You book a flight ticket/s the contract of carriage will be set up between You and the airline and it will be subject to the airline's terms and conditions. eDreams only mediates in the sale as Your agent and charges You a service fee for such mediation.**

It is IMPORTANT that You check the terms and conditions of your airline, since the air fare chosen could be non-changeable and/or non-refundable. Moreover, airlines may charge You for ancillary services, such as checked baggage, airport check-in, preferred seating, in-flight entertainment, food, drink and snacks, etc. Any charges for these additional services are not included in the price of your flight, unless explicitly provided otherwise and must be paid to the airline directly. Please note that if your flight includes more than one route, each route can be subject to different rules (i.e. for baggage allowances, visa requirements, etc.). This might be true even if the routes are operated by the same airline, but one route is international and the other route is domestic.

In particular, it is IMPORTANT that You check the following:

- Minimum check-in time for your flight. The recommended minimum check-in time for international flights is 120 minutes prior to departure and for domestic flights, 90 minutes before departure. Nevertheless, certain airports and/or airlines may require a longer time.
- If You have a return ticket, whether the airline requires You to reconfirm your return flight booking at least 72 hours before travel. If You do not reconfirm your return route directly with the airline, the flight might be cancelled.
- In particular if You are traveling first class, whether there are special requests regarding your seat.
- In particular, if You have chosen a special fare or better price, whether there are stopovers in your flight. Some itineraries require a change of airplane during the trip. A flight described as "direct" is when there is no need to change airplane during the trip. Nevertheless, there could be stops to refuel or drop off/collect passengers. The details of stopovers will be provided during the booking process and will be clearly identified both on the platform and on your itinerary, which we will send You when You make your booking. It is Your responsibility to organize the necessary visas which may be required due to such stopovers.
- The airline's policy in case a passenger included in your booking is pregnant on the date of departure. For reference purposes, airlines normally refuse to transport women who are at least 28 weeks pregnant.
- The airline's policy, if a passenger included in your booking is a child. For reference purposes, (i) children must normally be at least 6 weeks old to travel by air and must either sit on an adult's lap or occupy an infant seat, while children aged 2 years or more must occupy a normal seat; (ii) minors between the ages of 5 and under 12 may not normally travel alone, unless the airline provides a special assistance but this additional service must be paid separately and requested before confirming the booking.
- Changes of passengers' names and/or last names. Note that if the details on the ticket do not match with your ID document, the airline can refuse You to board the airplane. Further to ensure that You have provided correctly all passengers' personal data during the online booking process, we recommend to check the airline's policy on this. For reference purposes, note that changes of names and/or last names are not generally allowed by airlines. In such case you will have to cancel your booking and make a new one.

**One-way combinations as return flights**

In some cases, in order to provide special return fares, we combine two one-way fares with the same or different airlines. This means that You will have two separate bookings (one for your outbound flight and one for your return flight) and each booking will have its own fare rules. If You need to cancel one of the flights, it is possible to keep the other. Any cancellations, schedule changes or other modifications to one of the flights will not affect the other flight, and the fare rules of the other flight will still apply. For example, if You cancel one of the flights, the other airline is not obliged to refund the other part of the journey and offer You a change of itinerary. You may incur costs of any change with the other flight if it is necessary.

**Low-cost airline flights**

In the event You chose a low-cost airline to fly, please check accurately the rules applying to your air fare, particularly the existence of ancillary services which are not included in the price of the air ticket and note that your flight may depart from a smaller, regional and/or secondary airport. The airport is always displayed before the purchase in flight details section.

## ANNEX 2. SPECIFIC INFORMATION FOR FLIGHT + HOTEL

Please note that when You book a flight + hotel, You will be acquiring two independent products. eDreams does not pre-arrange travel packages, but it only provides You with the tools to access to the relevant information so You can book one or more flights and one or more hotel rooms from the same Platform.

As a consequence of the above, (i) the contract of carriage will be set up between You and the airline and it will be subject to the airline's terms and conditions; and (ii) the contract of accommodation will be set up between You and the hotelier and it will be subject to the hotelier's terms and conditions. In both cases, eDreams only mediates in the sale as Your agent and charge You a service fee for such mediation.

Please read carefully the specific information for Flights provided in the ANNEX 1. The same rules and recommendations are applicable to the booking of a flight as stand-alone product and a flight as combined by Yourself with a hotel accommodation reservation.

Regarding to Your hotel booking is IMPORTANT that You check the terms and conditions of Your travel provider and the description of the hotel or accommodation establishment before to book. For reference purposes, we recommend You to check the following:

- Classification with hotel ratings. Please note that rules and criteria can be different between hotels and accommodation establishment of the same class in different countries, and even within the same country. Different countries have different regulations: a 3-star hotel in one country is not necessarily the same as a 3-star hotel in another country.
- Check-in/check-out time. Generally guests must register at a hotel or other establishment around 15:00 and check-out by 11:00 local time. Nevertheless, local variations may apply.
- Pictures. We do our best to ensure that pictures of establishments and descriptions of facilities and services that appear on our Platform, as provided by the travel providers, are accurate, but we cannot guarantee this is always the case.
- Location. We do our best to offer You the most exact information on a hotel's map location, as provided by the travel providers and/or Google Maps, but we cannot guarantee this is always the case.
- Room types. Pictures and descriptions of room types do not necessarily represent the exact bed configuration of the room. For example, a triple room in North America may consist of a double bed and a single bed or a double room in Austria may consist of two single beds. In addition, there may be an extra charge for supplementary beds or cots.
- Breakfast. Normally, breakfast is not included unless otherwise is specifically stated.
- Local taxes. Some hotels may charge local taxes when you stay in.

**ANNEX 3. SPECIFIC INFORMATION FOR OTHER PRODUCTS, AS OFFERED THROUGH THIRD PARTY'S SITES**

We also provide outbound links or microsites to third party's sites, so You can access to a major offer of travel products and services (i.e. **hotels, car rentals, vacation packages, cruises**), which can be third party's branded or eDreams' branded ("**Third Parties Sites**").

In both cases, **when You click on one of these Third Parties Sites, You will be leaving our Platform, so these T&Cs will be not applicable anymore, but the third party's terms and conditions, as appropriate.** If You acquire any product or service from one of these Third Parties Sites, eDreams will not be Your agent.

*Last review dated on June, 2016*