

# Terms of Use

## Introduction TCs

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our (mobile) website or any of our applications through whatever platform (hereafter collectively referred to as the "Platform") and/or by completing a reservation, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

These pages, the content and infrastructure of these pages, and the online reservation service (including the facilitation of payment service) provided by us on these pages and through the website are owned, operated and provided by MyFitTrip.com B.V. and are provided for your personal, non-commercial (B2C) use only, subject to the terms and conditions set out below. The relationship that we have with the Trip Providers are governed by separate terms and conditions which govern the (B2B) commercial relationship we have with each of these Trip Providers. Each Trip Provider acts in a professional manner vis-à-vis MyFitTrip.com when making its product and/or service available on or through MyFitTrip.com (both for its business-to-business ("B2B") and/or business-to-consumer ("B2C") relationship). Please note that Trip Providers may have, declare applicable and/or require (acceptance of) – in addition to the policies and fine print as disclosed on the website, their own (delivery / shipping / carriage / usage) terms and conditions and house rules for the use, access and consummation of the Trip (which may include certain disclaimers and limitations of liability).

## Definitions

"MyFitTrip.com", "us", "we" or "our" means We are Active B.V., a limited liability company incorporated under the laws of the Netherlands, and having its registered address at Hunzestraat 18-II 1079 WD, Amsterdam, the Netherlands. "Platform" means the (mobile) website and app on which the Trip Service is made available owned, controlled, managed, maintained and/or hosted by MyFitTrip.com. "Trip" means the various different travel products and services that can be ordered, acquired, purchased, bought, paid, rented, provided, reserved, combined or consummated by you from the Trip Provider.

"Trip Provider" means the provider of accommodation (e.g. hotel, motel, apartment, bed & breakfast, landlord), activities (e.g. sports activity providers, wellness, spa), transportation provider (e.g. car rentals, cruises, rail, airport rides, coach tours, transfers), tour operators, travel insurances, and any other travel or related product or service as from time to time available for Trip Reservation on the Platform (whether B2B or B2C).

"Trip Service" means the online purchase, order, (facilitated) payment or reservation service as offered or enabled by MyFitTrip.com in respect of various products and services as from time to time made available by Trip Providers on the Platform.

"Trip Reservation" means the order, purchase, payment, booking or reservation of a Trip.

### 1. Scope and nature of our Service

Through the Platform, we (We are Active B.V. and its affiliate (distribution) partners) provide an online platform through which Trip Providers can advertise, market, sell, promote and/or offer (as applicable) their products and service for order, purchase, reservation, rent or hire, and through which relevant visitors of the Platform can

discover, search, compare, and make an order, reservation, purchase or payment (i.e. the Trip Service). By using or utilising the Trip Service (e.g. by making a Trip Reservation through the Trip Service), you enter into a direct (legally binding) contractual relationship with the Trip Provider in which you make a reservation or purchase a product or service (as applicable). From the point at which you make your Trip Reservation, we act solely as an intermediary between you and the Trip Provider. We transmit the relevant details of your Trip Reservation to the relevant Trip Provider(s) and send you a confirmation email for and on behalf of the Trip Provider. MyFitTrip.com does not (re)sell, rent out, offer any (travel) product or service.

For customers within the European Economic Area ("EEA"), Switzerland and the United Kingdom the following applies. Based on self-declaration, we request Trip Providers globally to indicate to us if they – in the context of EU consumer law – act as a private host (non-trader) rather than as a professional host (trader). If a Trip Provider indicates to us that it acts as a private host (or does not expressly indicate anything to us in this regard but based on information available to us cannot be clearly categorised as a professional host), such Trip Provider is labeled on the search result page as *"managed by a private host"* and the following explanation is added:

*"This property is managed by a private host. EU consumer law relating to professional hosts might not apply. Hosts who have registered with MyFitTrip.com as a private host are parties that rent out their property or properties for purposes which are outside their trade, business, or profession. They are not officially traders (like a global hotel chain) and therefore may not fall under the same consumer protection rules under EU law, but don't worry, MyFitTrip.com provides you with the same customer service as we do with any stay. This doesn't mean that your stay or experience will be any different than booking with a professional host."*

Trip Providers that are not labeled as private hosts on our Platform act – to our best knowledge – as a professional host under EU consumer law. The qualification as ‘private host’ is only relevant for the purpose of EU consumer law and has no relevance for tax purposes, including VAT or any other similar indirect taxes levied by reference to added value, or sales and/or consumption.

When rendering our Trip Service, the information that we disclose is based on the information provided to us by Trip Providers. As such, the Trip Providers that market and promote their Trip on the Platform are given access to our systems and extranet through which they are fully responsible for updating all rates/fees/prices, availability, policies & conditions and other relevant information which is displayed on our Platform. Although we will use reasonable skill and care in performing our Trip Service, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Trip Provider remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates/fees/prices, policies & conditions and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating, type of accommodation of any Trip Provider (or its facilities, venue, vehicles, (main or ancillary) products or services) made available, save as explicitly indicated or set out otherwise.

Our Trip Service is made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider,

scrape), display, download or reproduce any content or information, software, reservations, tickets, products or services available on our Platform for any commercial or competitive activity or purpose.

## 2. Prices and offers facilitated by a partner company

The prices as offered by the Trip Providers on our Platform are highly competitive. All prices for your Trip are displayed including VAT/sales tax and all other taxes (subject to change of such taxes) and fees, unless stated differently on our Platform or the confirmation email/ticket. Applicable fees and taxes (including tourist/city tax) may be charged by the Trip Provider in the event of a no-show or cancellation.

Sometimes cheaper rates are available on our Platform for a specific stay, product or service, however, these rates made available by Trip Providers may carry special restrictions and conditions, for example non-cancelable and non-refundable. Please check the relevant product, service and reservation conditions and details thoroughly for any such conditions prior to making your reservation.

We want you to pay the lowest price possible for your product and service of choice.

Should you find your property of choice booked through the Platform, with the same Trip conditions, at a lower rate on the Internet after you have made a reservation through us, we will match the difference between our rate and the lower rate under the terms and conditions of the [We Price Match](#). Our We Price Match promise does not apply to non-accommodations related products and services.

The currency converter is for information purposes only and should not be relied upon as accurate and real time; actual rates may vary.

Obvious errors and mistakes (including misprints) are not binding.

All special offers and promotions are marked as such. If they are not labelled as such, you cannot derive any rights in the event of obvious errors or mistakes.

#### Partner offer

MyFitTrip.com may display offers that are not directly sourced from Trip Providers, but are facilitated by a MyFitTrip.com partner company, such as another platform (Partner offer). Partner offers will be clearly displayed and distinguished from the regular offers directly sourced from Trip Providers and have the following special conditions, unless mentioned otherwise on our Platform:

- Price policy: as displayed on our Platform.
- Pay in advance: You'll pay securely with MyFitTrip.com at the time of the booking.
- No modifications: Once your booking is completed, any changes to your personal or booking details will not be possible. Requests can be made directly with the property, but are not guaranteed.
- Cannot combine with other offers: Other promotions, incentives and rewards are not eligible on the booking.
- No guest review: It's not possible to leave a guest review on our Platform.

#### 3. Privacy and cookies

MyFitTrip.com respects your privacy. Please have a look at our [privacy and cookies policy](#) for further information.

#### 4. Free of charge for consumers, only Trip Providers pay!

Unless indicated otherwise, our service is free of charge for consumers because, unlike many other parties, we will not charge you for our Trip Service or add any additional (reservation) fees to the rate. You will pay the Trip Provider the relevant

amount as indicated in the Trip Reservation (plus - insofar not included in the price – relevant applicable taxes, levies and fees (if applicable)).

Trip Providers pay a commission (being a small percentage of the product price (e.g. room price)) to MyFitTrip.com after the end user has paid for the service or product of the Trip Provider (e.g. after the guest has stayed at and/or paid the accommodation).

Only Trip Providers which have a commercial relationship with MyFitTrip.com (through an agreement) will be made available on Platform (for their B2B and/or B2C promotion of their product). MyFitTrip.com is not an open platform (like Amazon or eBay) where end users can make their product available (no C2C platform); MyFitTrip.com does not allow non-professional parties to offer or sell their products on or through MyFitTrip.com.

#### 5. Credit card or bank transfer

All Trip Providers offer the opportunity for Trip Reservations to be paid (wholly and as required under the payment policy of the Trip Provider) to the Trip Provider during the Trip Reservation process by means of secure online payment (all to the extent offered and supported by your bank). MyFitTrip.com facilitates (through third party payment processors) the payment of the relevant product or service (i.e. the payment facilitation service) for and on behalf of the Trip Provider (MyFitTrip.com never acts nor operates as the merchant of record). Payment is safely processed from your credit/debit card or bank account to the bank account of the accommodation provider through a third party payment processor. Any payment facilitated by us for and on behalf of, and transferred to the Trip Provider will in each case constitute a payment of (part of) the booking price by you of the relevant

product or service in final settlement (bevrijdende betaling) of such (partial) due and payable price and you cannot reclaim such paid monies.

For certain (non-refundable) rates or special offers, please note that Trip Providers may require that payment is made upfront and therefore your credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the Trip Reservation. Please check the (reservation) details of your product or service of choice thoroughly for any such conditions prior to making your Trip Reservation. You will not hold MyFitTrip.com liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by the Trip Provider and not (re)claim any amount for any valid or authorized charge by the Trip Provider (including for pre-paid rates, no-show and chargeable cancellation) of your credit card.

In the event of credit card fraud or unauthorised use of your credit card by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible (usually set at EUR 50 (or the equivalent in your local currency)). Please make sure that you report this fraud to your credit card provider (in accordance with its reporting rules and procedures) and contact us immediately. Please provide us with evidence of the charged deductible (e.g. policy of the credit card company). This indemnification only applies to credit card reservations made using MyFitTrip.com's secure server and the unauthorised use of your credit card resulted through our default or negligence and through no fault of your own while using the secure server.

#### 6. Pre-payment, cancellation, no-show and fine print

By making a Trip Reservation with a Trip Provider, you accept and agree to the relevant cancellation and no-show policy of that Trip Provider, and to any additional (delivery) terms and conditions of the Trip Provider that may apply to your Trip

(including the fine print of the Trip Provider made available on our Platform and the relevant house rules of the Trip Provider), including for services rendered and/or products offered by the Trip Provider. The relevant (delivery/purchase/use/carrier) terms and conditions of a Trip Provider can be obtained with the relevant Trip Provider. The general cancellation and no-show policy of each Trip Provider is made available on our Platform on the Trip Provider information pages, during the reservation procedure and in the confirmation email or ticket (if applicable). Please note that certain rates, fees or special offers are not eligible for cancellation, refund or change. Applicable city/tourist tax may still be charged by the Trip Provider in the event of a no-show or charged cancellation. Please check the (reservation) details of your product or service of choice thoroughly for any such conditions prior to making your reservation. Please note that a Trip Reservation which requires down payment or (wholly or partly) prepayment may be cancelled (without a prior notice of default or warning) insofar the relevant (remaining) amount(s) cannot be collected in full on the relevant due or payment date in accordance with the relevant payment policy of the Trip Provider and the reservation. Cancellation and prepayment policies may vary per segment, product or service of each Trip.. Please carefully read the fine print (below the Trip types or at the bottom of each Trip Provider page on our Platform) and important information in your reservation confirmation for additional policies as may be applied by the Trip Provider (e.g. in respect of age requirement, security deposit, non-cancellation/additional supplements for group bookings, extra beds/no free breakfast, pets/cards accepted). Late payment, wrong bank, debit or credit card details, invalid credit/debit cards or insufficient funds are for your own risk and account and you shall not be entitled to any refund of any (non-refundable) prepaid amount unless the Trip Provider agrees or allows otherwise under its (pre)payment and cancellation policy.

If you wish to review, adjust or cancel your Trip Reservation, please revert to the confirmation email and follow the instructions therein. Please note that you may be charged for your cancellation in accordance with the Trip Provider's cancellation, (pre)payment and no-show policy or not be entitled to any repayment of any (pre)paid amount. We recommend that you read the cancellation, (pre)payment and no-show policy of the accommodation provider carefully prior to making your reservation and remember to make further payments on time as may be required for the relevant reservation.

If you have a late or delayed arrival on the check-in date or only arrive the next day, make sure to (timely/promptly) communicate this with the Trip Provider so they know when to expect you to avoid cancellation of your Trip (Reservation) or charge of the no-show fee. Our customer service department can help you if needed with informing the Trip Provider. MyFitTrip.com does not accept any liability or responsibility for the consequences of your delayed arrival or any cancellation or charged no-show fee by the Trip Provider.

#### 7. (Further) correspondence and communication

By completing a Trip Reservation, you agree to receive (i) an email which we may send you shortly prior to your arrival date, giving you information on your destination and providing you with certain information and offers (including third party offers to the extent that you have actively opted in for this information) relevant to your Trip (Reservation) and destination, (ii) an email after arrival to rate the (experience with your) Trip Provider and the Trip Service, and (iii) an email which we may send to you promptly after your stay inviting you to complete our guest review form. See our privacy and cookies policy for more information about how we may contact you.

MyFitTrip.com disclaims any liability or responsibility for any communication by or with the Trip Provider on or through its platform. You cannot derive any rights from any request to, or communication with the Trip Provider or (any form of) acknowledgement of receipt of any communication or request. MyFitTrip.com cannot guarantee that any request or communication will be (duly and timely) received/read by, complied with, executed or accepted by the Trip Provider.

In order to duly complete and secure your Trip Reservation, you need to use your correct email address. We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address or inaccurate or wrong (mobile) phone number or credit card number.

Any claim or complaint against MyFitTrip.com or in respect of the Trip Service must be promptly submitted, but in any event within 30 days after the scheduled day of consummation of the product or service (e.g. check out date). Any claim or complaint that is submitted after the 30 days period, may be rejected and the claimant shall forfeit its right to any (damage or cost) compensation.

Due to the continuous update and adjustments of rates and availability, we strongly suggest to make screenshots when making a reservation to support your position (if needed).

For consumers (in the European Economic Area): We advise you to first notify us of any complaints by contacting our Customer Service. If this does not resolve your complaint, you can upload your complaint via the European Commission's ODR platform. This platform for online dispute resolution can be found here: <http://ec.europa.eu/odr>.

8. Ranking, stars and guest reviews

We aim to display search results that are relevant for you, by providing a personalised default ranking of Trip Providers on our Platform. You can scroll through this default ranking, use filters and sort by alternative ranking orders and thus have the ability to influence the presentation of search results to receive a ranking order based on other criteria. We use multiple algorithms to produce default ranking results, this process is constantly evolving.

MyFitTrip.com has identified the following parameters to be most closely correlated with you finding a suitable Trip Provider and thus prioritise such parameters in the algorithms (main parameters): your personal search history, the rate of 'click-through' from the search page to the hotel page ("CTR"), the number of bookings related to the number of visits to the Trip Provider page on the Platform ("Conversion"), gross (including cancellations) and net (excluding cancellations) bookings of a Trip Provider. Conversion and CTR may be affected by various (stand-alone) factors including review scores (both aggregated scores and components), availability, policies, (competitive) pricing, quality of content and certain features of the Trip Provider. The commission percentage paid by the Trip Provider or other benefits to us (e.g. through commercial arrangements with the Trip Provider or strategic partners) may also impact the default ranking, as well as the Trip Provider's record on timely payment.

Accommodation's star rating displayed on MyFitTrip.com is not determined by MyFitTrip.com. The accommodation determines their star rating themselves or it is determined by an independent third party provider of (objective) star ratings. Deals are shown on the basis of the number of stars (low to high or high to low) that providers provide to MyFitTrip.com. Depending on the (local) regulations, the star classifications either are assigned by an (independent) third party, for example an (official) hotel rating organisation or are based on the opinion of the accommodation

providers themselves, irrespective of objective criteria. MyFitTrip.com does not impose formal obligations on star ratings and does not review them. Overall, the star classification is a representation of how the accommodation compares to the legal requirements (if applicable) or, if not regulated, the sector or (customary) industry standards in terms of price, facilities and available services (these requirements and standards can vary between different countries and organisations).

Only customers who have stayed at the Accommodation will be invited by MyFitTrip.com to comment on their stay at the relevant accommodations and to provide a score for certain aspects of their stay or may receive a rating request during their stay. The completed guest review (including submitted rating during your stay) may be (a) uploaded onto the relevant Trip Provider's information page on our Platform for the sole purpose of informing (future) customers of your opinion of the service (level) and quality of the Trip Provider, and (b) (wholly or partly) used and placed by MyFitTrip.com at its sole discretion (e.g. for marketing, promotion, or improvement of our service) on our Platform or such social media platforms, newsletters, special promotions, apps, or other channels owned, hosted, used, or controlled by MyFitTrip.com and our business partners. In order to offer and maintain recent (and therefore relevant) reviews, reviews can only be submitted within a limited period of time (3 months) after a stay and each review will only be available for a limited period of time (up to 36 months) after posting. The default ranking of the reviews is by date of submission relative to a few additional criteria (such as language, reviews with comments), whereas a review of a customer who [always] submits comprehensive and detailed reviews (aka "Property Scout") may be ranked on top. You have the option to choose various different forms of ranking and filter (e.g. by audience, date, language, score). MyFitTrip.com does allow the Trip Provider to respond to a review. We reserve the right to adjust, refuse, or remove reviews at our sole discretion insofar it violates our review policy. MyFitTrip.com

does not compensate or otherwise reward a customer for completing a review. The guest review form should be regarded as a survey and does not include any (further commercial) offers, invitations, or incentives whatsoever. MyFitTrip.com undertakes to use its best efforts to monitor and remove reviews that include obscenities or the mention of an individual's name or reference to stolen goods.

MyFitTrip.com will not accept reviews which include:

- Profanity, sexually explicit, hate speech, discriminatory, threats, violence
- Mention of full names, personal attack towards the staff
- Promoting illegal activities (e.g. drugs, prostitution)
- Sites, emails and addresses, phone numbers, cc details
- Politically sensitive comments

MyFitTrip.com and the Trip Provider are each entitled to terminate their relationship for whatever reason (including in the event of breach of contract or (filing for) bankruptcy) with due observance of the relevant notice period as agreed between both parties.

## 9. Disclaimer

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the Trip Reservation confirmation email (whether for one event or series of connected events).

However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors,

affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the Trip Provider as made available on our Platform, (iii) the services rendered or the products offered by the Trip Provider or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our Platform, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the Trip Provider or any of our other business partners (including any of their employees, directors, officers, agents, representatives, subcontractors or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the Platform, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

MyFitTrip.com is not responsible (and disclaims any liability) for the use, validity, quality, suitability, fitness and due disclosure of the Trip and makes no representations, warranties or conditions of any kind in this respect, whether implied, statutory or otherwise, including any implied warranties of merchantability, title, non-infringement or fitness for a particular purpose. You acknowledge and agree that the relevant Trip Provider is solely responsible and assumes all responsibility and liability in respect of the Trip (including any warranties and representations

made by the Trip Provider). MyFitTrip.com is not a (re)seller of the Trip. Complaints or claims in respect of the Trip (including related to the offered (special/promotion) price, policy or specific requests made by Customers) are to be dealt with by the Trip Provider. MyFitTrip.com is not responsible for and disclaims any liability in respect of such complaints, claims and (product) liabilities.

Whether or not the Trip Provider has charged you for your Trip, or if we are facilitating the payment of the (Trip) price or fee, you agree and acknowledge that the Trip Provider is at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the (Trip) price or fee to the relevant tax authorities. MyFitTrip.com is not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the (Trip) price or fee to the relevant tax authorities. MyFitTrip.com does not act as the merchant of record for any product or service made available on the Platform.

By uploading photos/images onto our system (for instance in addition to a review) you certify, warrant and agree that you own the copyright to the photos/images and that you agree that MyFitTrip.com may use the uploaded photos/images on its (mobile) website and app, and in (online/offline) promotional materials and publications and as MyFitTrip.com at its discretion sees fit. You are granting MyFitTrip.com a non-exclusive, worldwide, irrevocable, unconditional, perpetual right and license to use, reproduce, display, have reproduced, distribute, sublicense, communicate and make available the photos/images as MyFitTrip.com at its discretion sees fit. By uploading these photos/images the person uploading the picture(s) accepts full legal and moral responsibility of any and all legal claims that are made by any third parties (including, but not limited to, accommodation owners) due to MyFitTrip.com publishing and using these photos/images. MyFitTrip.com does not own or endorse the photos/images that are uploaded. The truthfulness,

validity and right to use of all photos/images is assumed by the person who uploaded the photo, and is not the responsibility of MyFitTrip.com. MyFitTrip.com disclaims all responsibility and liability for the pictures posted. The person who uploaded the photo warrants that the photos/images shall not contain any viruses, Trojan horses or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any third party (intellectual property right, copyright or privacy) rights. Any photo/image that does not meet the aforesaid criteria will not be posted and/or can be removed/deleted by MyFitTrip.com at any time and without prior notice.

MyFitTrip.com is entitled, with immediate effect, to deny or limit access to our Platform, our (customer) service and/or your MyFitTrip.com account, and/or to cancel a confirmed reservation, and/or prevent a reservation from being made by you in the event of any alleged or reasonably suspected (i) form of fraud or abuse, (ii) non-compliance with applicable laws and/or regulations, (iii) non-compliance with MyFitTrip.com [values and guidelines](#), (iv) inappropriate or unlawful behaviour, which includes but is not limited to the following: violence, threat, harassment, discrimination, hate speech, endangerment, invasion of privacy, human trafficking, exploitation of children, and obscenity in relation to MyFitTrip.com (or its employees and agents), the Trip Provider (or its employees and agents), and/or third parties, or (v) other circumstances that – at MyFitTrip.com's sole discretion – reasonably justify MyFitTrip.com taking any of the aforementioned measures.

#### 10. Intellectual property rights

Unless stated otherwise, the software required for our services or available at or used by our Platform and the intellectual property rights (including the copyrights) of the contents and information of and material on our Platform are owned by MyFitTrip.com B.V., its Trip Providers or providers.

MyFitTrip.com exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) (the look and feel (including infrastructure) of) the Platform on which the service is made available (including the guest reviews and translated content) and you are not entitled to copy, scrape, (hyper-/deep)link to, publish, promote, market, integrate, utilize, combine or otherwise use the content (including any translations thereof and the guest reviews) or our brand without our express written permission. To the extent that you would (wholly or partly) use or combine our (translated) content (including guest reviews) or would otherwise own any intellectual property rights in the Platform or any (translated) content or guest reviews, you hereby assign, transfer and set over all such intellectual property rights to MyFitTrip.com. Any unlawful use or any of the aforementioned actions or behaviour will constitute a material infringement of our intellectual property rights (including copyright and database right).

#### 11. Applicable law, jurisdiction, and dispute resolution

These terms and conditions and the provision of our services shall be governed by and construed in accordance with Dutch law. Notwithstanding the foregoing choice of law, a natural person using any of our services for a purpose which can be regarded as being outside their trade or profession (hereinafter also referred to as "consumer") can rely on the mandatory provisions of the law of the country where they have their habitual residence (i.e. provisions that, in accordance with the choice-of-law rules of the said country, must apply regardless of this choice-of-law clause; hereinafter: "Mandatory Provisions"). Any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Amsterdam, the Netherlands. Notwithstanding the foregoing jurisdiction clause, a consumer may also bring proceedings in respect of enforcement of relevant applicable Mandatory Provisions in the courts of the country in which they are domiciled, and proceedings against a consumer may be brought

only in the courts of the country in which they are domiciled. For consumers (in the European Economic Area): We advise you to first notify us of any complaints by contacting our Customer Service. If this does not resolve your complaint, you can upload your complaint via the European Commission's ODR platform. This platform for online dispute resolution can be found here: <http://ec.europa.eu/odr>.

The original English version of these terms and conditions may have been translated into other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these terms and conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive. The English version is available on our Platform (by selecting the English language) or shall be sent to you upon your written request.

If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.

## 12. About MyFitTrip.com and the support companies

The Trip Service is rendered by MyFitTrip.com B.V., which is a private limited liability company, incorporated under the laws of the Netherlands and having its offices at Herengracht 597, 1017 CE Amsterdam, the Netherlands and registered with the trade

register of the Chamber of Commerce in Amsterdam under registration number 31047344. Our VAT registration number is NL805734958B01.

MyFitTrip.com has its headquarters in Amsterdam, the Netherlands and is supported by various affiliated group companies (the "support companies") throughout the world. The support companies only provide an internal supporting role to and for the benefit of MyFitTrip.com. Certain designated support companies render limited customer care support services (only by telephone). The support companies do not have any Platform (and do not in any way control, manage, maintain or host the Platform). The support companies do not have any power or authority to render the Trip Service, to represent MyFitTrip.com or to enter into any contract in the name of, for or on behalf of MyFitTrip.com. You do not have a (legal or contractual) relationship with the support companies. The support companies do not operate and are not authorised to act as any form of process or service agent of MyFitTrip.com. MyFitTrip.com does not accept nor assume any domicile at any place, location or office in the world (also not at the office of its support companies), other than its registered office in Amsterdam.

#### PREAMBLE

The MyFitTrip.com website (and the MyFitTrip.com application) is an online reservation service for sports and wellness activities and/or accommodations (hereinafter the "Platform" or the "Site") published and operated by We are Active BV, a company incorporated under Dutch law with a share capital of 35,821.54 euros, having its registered office at 116 rue Réaumur, 75002 PARIS, FRANCE; identified under RCS Paris N°813 255 783 (the "Company" or "MyFitTrip.com").

MyFitTrip.com offers Platform users (hereinafter the "Users") a technical service linking Users who would like to research and reserve a sports activities with qualified professional service providers offering and supervising such activities (hereinafter the "Partners") (hereinafter the "Service"). The Platform's sole purpose is to link potential customers and the Partners, with the latter using the Service and providing their activities independently and under their sole responsibility.

The Company does not partake in any manner in the contractual relationship formed between individual Partners and Customers for each and every confirmed reservation.

#### GENERAL TERMS OF USE

The present General Terms of Use (hereinafter the "General Terms of Use" or the "GTU") shall define the terms and conditions governing use of the Service offered by MyFitTrip.com.

The present GTU shall cover only Platform use and Activities' reservation on the Platform by Users and shall not apply to the performance of said Activities and services by the Partners.

MyFitTrip.com reserves the right to modify the present GTU at any time, without prior notice, it being hereby agreed that such modifications shall not apply to a reservation that would already have been confirmed by a Partner. Therefore, the GTU are susceptible of being updated and modified at any time, and must be consulted periodically. They will apply from the time they are updated to all new use of the Service.

#### PLEASE NOTE :

Users hereby acknowledge and accept that browsing the Site as well as using the functional features and services offered by or on the Site, and in particular reserving an Activity through the Service, shall imply express, prior acceptance of the GTU. Should a User not accept all or part hereof, said User shall not be authorized to remain on the Site and shall not be authorized to use the Service.

**MOST RECENT GENERAL TERMS OF USE UPDATE: 1 nov 2020**

#### ARTICLE 1 DEFINITIONS

Herein, the terms and expressions identified by a capital letter shall be understood as follows, whether used in the singular or plural.

“Activity”: shall be understood as the sporting activity or service offered for reservation by a Partner on the Site and, as the case may be, ordered by a Customer through the Service.

“Application”: shall be understood as the Company's iPhone and Android MyFitTrip.com applications, including, where appropriate, updates and new versions thereof.

“Application Store”: shall be understood as the application downloading platform such as the Apple App Store or Google's Android Market, through which the User has downloaded the Application.

“Content”: shall be understood as the information, texts, photographs, comments, and all other elements Users may communicate to MyFitTrip.com or input directly on the Site as part of the Partner assessment tool.

“Contract”: shall be understood as the contract formed between a Partner and a Customer through an order on the Site by the Customer for an Activity (or a Gift Certificate) with a Partner, under the terms described in the “Reservations and Payment” article.

“Customer”: shall be understood as a User, with a customer account, having concluded a Contract with a Partner.

“General Terms of Use”: shall be understood as the present document, amended from time to time in accordance with the provisions of the “Modifications” article herein.

“Gift Card”: shall be understood as the gift card of variable value Customers may purchase on the Platform in order to offer a not specifically identified Activity to a bene