


Vendor Terms and Conditions



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These general terms (the "Terms") and conditions form an integral part of the Reis-Expert and form an agreement between Reis-Expert and collectively the "Vendor").

1. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears:

"Vendor" means the party that agrees with these terms and condition and is the party that will publish their tour(s) on the Reis-Expert Platform.

"Price" means the prices published by the Vendor for any tour published.

"Platform" means the website(s), apps, tools, platforms or other devices of Reis-Expert on which the Service is made available.

"Force Majeure Event" means any of the following events affecting multiple Travelers and multiple tours: act-of- God, volcanic eruptions, (natural) disaster, fire, (acts of) war, hostilities or any local or national emergency, invasion, compliance with any order or request of any national, provincial, port or other public authority, government regulation or intervention, military action, civil war or terrorism, (biological, chemical or nuclear) explosion, rebellion, riots, insurrection strikes, civil disorder (or the material or substantial threat or justified apprehension of any of the foregoing events), curtailment of transportation facilities, close down of airports or any other exceptional and catastrophic event, circumstance or emergency, making it impossible, illegal or prevents Travelers from traveling or accomplishing the tour.

"Traveler(s)" means a visitor of the Reis-Expert Platform.

"Intellectual Content Right" means any patent, content, copyright, inventions, database rights, design right, registered design, trade mark, trade name, brand, logos, service mark, know-how, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name (under whatever extension, e.g. .com, .nl, .fr, .eu, etc.) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world.

"Personal Data" means any information relating to an identified or identifiable natural person (including Customer Data and credit card data).

"Published Online" means made available to the general public online by any means, including on mobile applications. In the case of rates, all rates will be published under the Dutch currency (Euro).

"Unpublished" means not Published Online.



2. VENDOR OBLIGATIONS

2.1 Vendor Information

2.1.1 Information provided by the Vendor for inclusion on the Platform shall include information relating to the Vendor (including pictures, photos and descriptions), its amenities and services and the tours available for reservation, details of the rates (including all applicable taxes, levies, surcharges and fees) and availability, cancellation and no-show policies and other policies and restrictions. The Vendor Information shall not contain any telephone or fax numbers or email (including skype) address or social media website/app/platform (including twitter and facebook), with direct references to the Vendor or its websites, apps, platform, tools or other devices, or to websites, apps, platform, tools or other devices of third parties. Reis-Expert reserves the right to edit or exclude any information on becoming aware that it is incorrect or incomplete or in violation of the terms and conditions of this Agreement.

2.1.2 The Vendor represents and covenants that the Vendor Information shall at all times be true, accurate and not misleading. The Vendor is at all times responsible for a correct and up-to-date statement of the Vendor Information, including availability of tours, means of transport and/or rooms for certain periods. The Vendor shall update the Vendor Information when required and may –at any time– change the rate of its available tours bookable, and (ii) the number or type of available tours.

2.1.3 The information provided by the Vendor for the Reis-Expert Platform shall remain the exclusive property of the Vendor. Information provided by the Vendor may be edited or modified by Reis-Expert and subsequently be translated into other languages, whereas the translations remain the exclusive property of Reis-Expert. The edited and translated content shall be for the exclusive use by Reis-Expert on the Platform and shall not be used (in any way or form) by the Vendor for any other distribution or sales channel or purposes. Changes to or updates of the descriptive information of the Vendor are not allowed unless prior written approval has been obtained from Reis-Expert.

2.1.4 Unless Reis-Expert agrees otherwise, all changes, updates and/or amendments of the Vendor Information (including rates, availability, transport, rooms) shall be made by the Vendor directly and on-line through the Platform or such other ways as Reis-Expert may reasonably indicate. Updates and changes in respect of pictures, photos and descriptions will be as soon as reasonably possible processed by Reis-Expert.

2.1.5 The restrictions and conditions (including the rate) for tours made available for reservation on the Reis-Expert Platform shall at all times be at arm's length and make sense for all parties involved (including consumers) (i.e., the Vendor shall not misuse the service and system of Reis-Expert by uploading or using excessive or extortionate rates or conditions).

2.1.6 Within the spirit of this Agreement and subject at all times to Clause 2.1.2, the Vendor agrees to give, for each calendar date, (subject to availability) some availability for all tours and is encouraged to provide Reis-Expert with fair access to all tours and tour types and rates available during the term of the Agreement.

2.1.7. Vendor is at all times responsible for any content, patent, copyright, inventions, database rights, design right (photo's/videos), registered design, trade mark, trade name, brand, logos, service mark, know-how, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name. Reis-Expert is not responsible for claims and liability in respect of such claims from a third party regarding all aspects named in Clause 2.1.7.

2.2 Payment

2.2.1 For each reservation made on the Platform by a Traveler, the Traveler pays the full amount (100%) to Reis-Expert in confirmation with the Vendor Information provided by the Vendor on the Platform.

2.2.2 Payment from Reis-Expert to Vendor will be executed as confirmed by written approval (email) with Reis-Expert and Vendor.

2.3 Reservation, Traveler Reservation and complaints

2.3.1 When a reservation is made by a Traveler on the Platform, the Vendor shall receive a confirmation for every reservation made via Reis-Expert, which confirmation shall include the date of arrival, the tour, the tour rate and the Travelers name (collectively "**Customer Data**"). Reis-Expert is not responsible for the correctness and completeness of the information and dates provided by Travelers. For the avoidance of doubt, the Vendor shall on a regular basis check and verify on the Platform (the status of) the reservations made.

2.3.2 By making a reservation via the Platform a direct contract (and therefore legal relationship) is created solely between the Vendor and the Traveler.

2.3.3 The Vendor is bound to accept a Traveler as its contractual party, and to handle the online reservation in compliance with the Vendor Information (including rate) contained on the Platform at the time the reservation was made and the reservation confirmation.

2.3.4 Other than the fees, as set out in the confirmed booking sent by Reis-Expert to the Traveler, the Vendor shall not charge the customer any transaction/ administration fee or charge for the use of any payment method (e.g. credit card charge).

2.3.5 Complaints or claims in respect of (the products or service offered, rendered or provided by) the Vendor or specific requests made by Traveler are to be dealt with by the Vendor, without mediation by or interference of Reis-Expert. Reis-Expert is not responsible for and disclaims any liability in respect of such claims from the Traveler. Reis-Expert may at all times and at its sole discretion (a) offer customer (support) services to a Traveler, (b) act as intermediate between the Vendor and a Traveler.

2.4 Overbooking and cancellation

2.4.1 The Vendor shall provide the tours booked and in the event that the Vendor is not able to meet its obligations under this Agreement for any reason whatsoever, the Vendor shall promptly inform Reis-Expert via contact@reis-expert.nl and the Traveler by Customer Data as provided stated in Clause 2.3.1. The Vendor will use its best endeavours to procure alternative arrangements of equal or superior quality at the expense of the Vendor and in the event that the booked tour is not available on arrival, the Vendor will:

- (a) find a suitable alternative tour of an equal or better standard to the Vendor holding the Travelers guaranteed booking;
- (b) reimburse and compensate Reis-Expert and/or the Traveler for all reasonable costs and expenses (e.g. costs alternative tour, accommodation, transportation, telephone costs) made, suffered, paid or incurred by the Traveler and/or Reis-Expert due to or caused by the overbooking. Any amount charged by Reis-Expert in this respect shall be paid within 14 days after receipt of the invoice.

2.4.2 The Vendor is not allowed to cancel any online reservation. In the event of (alleged or suspected) fraudulent activities (e.g. in respect of reservations, credit card fraud, money laundering or payment tour price), Reis-Expert reserves the right to cancel the relevant reservation(s) and (in the event of any facilitated payment) withhold, suspend or cancel the transfer of any relevant funds to the Vendor, or charge back the relevant funds from the Vendor and shall inform the Vendor accordingly.

2.4.3 Cancellations made by Traveler before the time and date beyond which a cancellation fee applies will not attract commission. Cancellations made by Travelers after the time and date beyond which a cancellation fee applies will attract commission in accordance with the terms of this Agreement.

2.5 Data Privacy, Messaging and Usage

The Vendor understands and agrees that the Reis-Expert Data apply and form an integral part of this Agreement. The Reis-Expert Privacy Policy can be found here: <https://www.reis-expert.nl/privacy-verklaring/>.

2.6 Force Majeure Event

In the event of a Force Majeure Event, the Vendor shall not charge (and shall repay (if applicable)) the Travelers affected by the Force Majeure Event any fee, costs, expenses or other amount (including the (non-refundable) rate or the no-show, (change of) reservation or cancellation fee) for (i) any cancellation or change of the reservation made by the Traveler, or (ii) that part of the reservation that was not consumed, due to the Force Majeure Event. In the event of reasonable and justified doubt, the Vendor may ask a Traveler to provide reasonable evidence of the causality between the Force Majeure Event and cancellation, no-show or change of reservation (and provide Reis-Expert upon request with a copy of such evidence). In order for Reis-Expert to register any cancellation, no-show or amendment of the reservation due to a Force Majeure Event, the Vendor shall inform Reis-Expert within 2 business days after (a) the scheduled starting date of the tour. Reis-Expert will not charge any commission in the event of a registered no-show or cancellation or over that part of the booking which is not consumed due to the Force Majeure Event.

3. LICENSE

3.1 The Vendor hereby grants Reis-Expert a non-exclusive, royalty free and worldwide right and license (or sublicense as applicable):

(a) to use, reproduce, have reproduced, distribute, sublicense, communicate and make available in any method and display those agreed upon elements of the Intellectual Property Rights of the Vendor as provided to Reis-Expert by the Vendor pursuant to this Agreement and which are necessary for Reis-Expert to exercise its rights and perform its obligations under this Agreement;

(b) to use, reproduce, have reproduced, process, distribute, sublicense, display and utilize (including without limitation to publicly perform, modify, adapt, communicate, reproduce, copy and make available to the public in any manner whatsoever) the Vendor Information.

3.2 Reis-Expert may sublicense, make available, disclose and offer the Vendor Information (including the relevant Intellectual Property Rights) of the Vendor and special offers made available by the Vendor on the Platform and all such further rights and licenses set out in this Agreement via or in collaboration with (the websites, apps, platform, tools or other devices of) third parties (the "**Third Party Platforms**").

3.3 In no event shall Reis-Expert be liable to the Vendor for any acts or omissions on the part of any Third Party Platforms. The sole remedy for the Vendor in respect of such Third Party Platforms is (i) to request Reis-Expert (which has the right and not the obligation) to disable and disconnect with such Third Party Platform, or (ii) termination of this Agreement, all in accordance with the terms of this Agreement.

4. RANKING, TRAVELER REVIEWS, MARKETING, AND FACILITATED PAYMENT

4.1 Ranking

4.1.1 The order in which the Vendor is listed on the Platform (the "**Ranking**"), is determined automatically and unilaterally by Reis-Expert. Ranking is based on and influenced by various factors, including the minimum availability stated by the Vendor, the number of bookings related to the number of visits to the relevant tour page on the Platform (the "**Conversion**"), the volume realized by the Vendor, the ratio of cancellations, the Traveler review scores, the customer service history and the number and type of complaints from Travelers.

4.2 Travelers reviews

4.2.1 Travelers which have booked with the Vendor will be asked by Reis-Expert to comment on their experience with the Vendor and to provide a score for certain aspects of the tour.

4.2.2 Reis-Expert reserves the right to post these comments and scores on the Platform. The Vendor acknowledges that Reis-Expert is a distributor (without any obligation to verify) and not a publisher of these comments.

4.2.3 Reis-Expert undertakes to use its best efforts to monitor and review Traveler reviews in respect of obscenities or the mention of an individual's name. Reis-Expert reserves the right to refuse, edit or remove unfavorable reviews in the event that such reviews include obscenities or mention an individual's name.

4.2.4 Reis-Expert will not enter into any discussion, negotiation or correspondence with the Vendor in respect of (the content of, or consequences of the publication or distribution of) the Travelers reviews.

4.2.5 Reis-Expert shall not have and disclaims any liability and responsibility for the content and consequences of (the publication or distribution of) any comments or reviews howsoever or whatsoever.

4.2.6 The Travelers reviews are for exclusive use by Reis-Expert and can be made available on such Platform as from time to time made available to by Reis-Expert. Reis-Expert exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) the Traveler reviews and the Vendor is not entitled to (directly or indirectly) publish, market, promote, copy, scrape, (hyper-/deep)link to, integrate, obtain, utilize, combine, share or otherwise use the Traveler reviews without prior written approval of Reis-Expert.

4.3 (Online) marketing and advertising

4.3.1 Reis-Expert is entitled to promote the Vendor using the Vendor's name(s) in online marketing, including email marketing and/or advertising. Reis-Expert runs online marketing campaigns at its own costs and discretion.

4.3.2 The Vendor agrees not to use, display, benefit from, include, utilize, refer to or specifically target the Reis-Expert brand/logo (including trade name, trademark, service mark or other similar indicia of identity or source) for price comparison purposes or any other purposes (whether on the Vendor platform or any third party platform, system or engine or otherwise), unless approved in writing by Reis-Expert.



5. INDEMNIFICATION AND LIABILITY

5.1 Each Party (the "**Indemnifying Party**") shall be liable towards, and compensate, indemnify and hold the other Party (or its directors, officers, employees, agents, affiliated companies and subcontractors) (the "**Indemnified Party**") harmless for and against any direct damages, losses (excluding any loss of production, loss of profit, loss of revenue, loss of contract, 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 the Indemnified Party pursuant to:

- (i) a breach of this Agreement by the Indemnifying Party, or
- (ii) any claim from any third party based on any (alleged) infringement of the third party's Intellectual Property Right by the Indemnifying Party.

5.2 The Vendor shall fully indemnify, compensate and hold Reis-Expert (or its directors, officers, employees, agents and subcontractors) harmless for and against any liabilities, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), damages, losses, obligations, claims of any kind, interest, penalties and legal proceedings paid, suffered or incurred by Reis-Expert (or its directors, officers, agents, affiliated companies and subcontractors) in connection with:

- (i) all claims made by Travelers concerning inaccurate, erroneous or misleading information of the Vendor on the Platform;
- (ii) all claims made by Travelers concerning or related to at the booked tour, overbooking or (partly) cancelled or wrong reservations or repayment, refund or charge back of the tour price;
- (iii) all other claims from Travelers which are wholly or partly attributable to or for the risk and account of the Vendor (including its directors, employees, agents, representatives and the premises of the Vendor) (including claims related to (lack of) services provided or product offered by the Vendor) or which arise due to tort, fraud, wilful misconduct, negligence or breach of contract (including the Travelers Reservation) by or attributable to the Vendor (including its directors, employees, agents, representatives and the premises of the Vendor) in respect of a Traveler or its property; and

(iv) all claims (including costs, expenses, interest, fines and other liabilities) against or incurred by Reis-Expert in relation to or as a result of (1) the failure or negligence of the Vendor to timely, correctly and accurately (a) register with relevant tax authorities, or (b) pay, collect, remit or withhold any applicable Taxes, fees and (sur)charges levied or based on the services or other charges hereunder in the relevant jurisdiction (including tour price (and other amounts collected or processed under this Agreement) and commission payments), or (2) tax claims and liabilities put on or assigned to Reis-Expert for taxes for which the Vendor is responsible or liable, or where the obligation to pay, collect, withhold and remit is by law put on Reis-Expert for, on behalf or instead of the Vendor.



6. TERM, TERMINATION AND SUSPENSION

6.1 Unless agreed otherwise, this Agreement shall commence on the date hereof for indefinite period of time. Each Party may terminate this Agreement at any time and for any reason, by written notice to the other Party with due observance of a notice period of 14 days.

6.2 Each Party may terminate this Agreement (and close the Vendor on the Platform) or suspend (all or part of its obligations, covenants and undertakings under) this Agreement in respect of the other Party, with immediate effect and without a notice of default being required in case of:

- (a) a material breach by the other Party of any term of this Agreement (e.g. delay of payment, insolvency, breach of Rates and Conditions Parity, the provision of wrong information or receipt of a significant number of Travelers complaints); or
- (b) (filing or submission of request for) bankruptcy, insolvency or suspension of payment (or similar action or event) in respect of the other Party.

6.3 Any notice or communication by Reis-Expert of "closure" ("close", "closed") of the Vendor on the website (or similar wording) shall mean termination of the Agreement. After termination, suspension or closure, the Vendor shall honor outstanding reservations for Traveler and shall pay all commissions (plus costs, expenses, interest if applicable) due on those reservations in accordance with the terms of this Agreement. Upon termination or suspension of the Agreement and notwithstanding Reis-Expert's right to (permanently) remove the Vendor from the Platform, Reis-Expert shall be entitled to keep and maintain the Vendor page available on the Platform, but close availability (status: "closed operations") pending full and final payment of any due and outstanding amounts (including (future) commission).

6.4 The following events shall in any event be regarded as a material breach and entitle Reis-Expert to immediately terminate (close) or suspend (all or part of its obligations, covenants and undertakings under) the Agreement (without a notice of default):

- (i) the Vendor fails its obligations regarding payment mentioned in Clause 2.2;
- (ii) the Vendor posts incorrect or misleading Vendor Information on the Platform;
- (iii) the Vendor fails to maintain Information on the Platform resulting in over-bookings at the Vendor;
- (iv) the Vendor fails to accept a reservation at the price shown on a reservation;
- (v) the Vendor overcharges one or more Travelers;

(vi) Reis-Expert receives one or more legitimate and serious complaint(s) from one or more Traveler(s) who made reservations with the Vendor;

(vii) misuse of the Travelers review process by any behavior that results in a review appearing on the Platform that is not an honest expression of a real experience by a real Traveler at the Vendor;

(viii) inappropriate, unlawful or unprofessional behavior towards travelers or Reis-Expert staff; or

(ix) any (alleged) safety, privacy or health issues or problems in respect of the Vendor or its facilities (the Vendor shall at its own costs and upon first request of Reis-Expert deliver the relevant permits, licenses, certificates or such statements issued by an independent expert evidencing and supporting its compliance with applicable (privacy, safety and health) laws and legislation).

6.5 Upon termination and save as set out otherwise, this Agreement shall absolutely and entirely terminate in respect of the terminating Party and cease to have effect without prejudice to other Party's rights and remedies in respect of an indemnification or a breach by the other (terminating) Party of this Agreement.

Clause 2.4, 6, 7.6, 8, 9 and 10 (and such other clauses that by nature survive termination) shall all survive termination.

6.6 In the event of a "change of ownership" in respect of the ownership or operation of the property (including any assignment, transfer, novation of this Agreement), the Vendor agrees and acknowledges that the new owner/operator shall be entitled to use the Vendor Information as made available or used by the Vendor prior to the change of ownership (including the Travelers reviews) and have access to the relevant (financial and operational) performance, management and (customer) data and the Vendor shall in any event be and remain responsible and liable for all obligations, claims and liabilities related to the period, or accrued prior to the change of ownership.

6.7 Reis-Expert shall be entitled to terminate this Agreement with immediate effect in the event of (termination due to) a breach of contract of (including act or event of default or failure to perform any obligation under) any other agreement between Reis-Expert on the one hand and the Vendor (or any party that (directly/indirectly) owns or controls, is controlled by or under the common control with the Vendor) on the other hand.

7. BOOKS AND RECORDS

7.1 The systems of Reis-Expert (including Platform, the website, faxes and/or emails) shall be considered conclusive evidence of the existence and receipt by the Vendor of the reservations made by the Traveler and the amount of the payment as mentioned in Claus 2.2 of the Vendor or damages or costs due to Reis-Expert under this Agreement, unless the Vendor can provide reasonable and credible counter-evidence.

7.2 The Vendor shall upon first request of Reis-Expert fully cooperate and assist Reis-Expert with (and disclose all reasonably requested information in respect of) the identification of the (ultimate) owner, manager and/or controller of the Vendor.

8. CONFIDENTIALITY

8.1 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 information of the other party (the "**Confidential Information**"). Confidential Information includes Customer Data, transaction volume, marketing and business, financial, technical, operational and such other non-public information that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential.

8.2 Each Party agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party and receiving party shall not use any Confidential Information for any purpose except in furtherance of this Agreement; (b) 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 Information; (c) it shall disclose Confidential Information only to those Permitted Persons who need to know such information in furtherance of this Agreement; (d) 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 Information; and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other Party.

8.3 Notwithstanding the foregoing, (a) Confidential Information 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) was possessed by the receiving party prior to the date of this Agreement, (iii) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, or (iv) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, and (b) nothing in this Agreement shall prevent, limit or restrict a Party from disclosing this Agreement (including any technical, operational, performance and financial data) in confidence to an affiliated (group) company.

9. MISCELLANEOUS

9.1 Neither party shall be entitled to assign, transfer, encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other party, provided that Reis-Expert 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 an affiliated company without the prior written consent of the Vendor. Notwithstanding anything to the contrary, any assignment, novation or transfer by the Vendor shall not relieve the assignor/transferor of its obligations under the Agreement.

9.2 This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, ((non) binding) offers, undertakings or statements regarding such subject matter (including vis-à-vis the Vendor).

9.3 Save as set out otherwise in this Agreement, this Agreement shall be exclusively governed by and construed in accordance with 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 the Netherlands.

9.4 Parties agree and acknowledge that notwithstanding this Clause 10.6, nothing in this Agreement shall prevent or limit Reis-Expert 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 the Vendor is established or registered under the laws of the relevant jurisdiction where the Vendor is established or registered and for this purpose, the Vendor waives its right to claim any other jurisdiction or applicable law to which it might have a right.

9.5 The Agreement may be entered into online or by way of executing a separate counterpart or by pdf or fax copy, each of which (copies) shall be deemed an original, valid and binding. By registering and signing up to the Reis-Expert Platform as Vendor, the Vendor agrees, acknowledges and accepts the terms and conditions of this Agreement. The Agreement does not need any chop or seal to make it valid, binding and enforceable.

9.6 Reis-Expert may from time to time update and adjust the Terms and Conditions, subject to prior communication (e.g. email or system notice) to the Vendor with due observance of a notice period of 15 days. Any updated or adjusted version shall replace and supersede the existing (current) version with such effect as set out in the notice of update/replacement.

