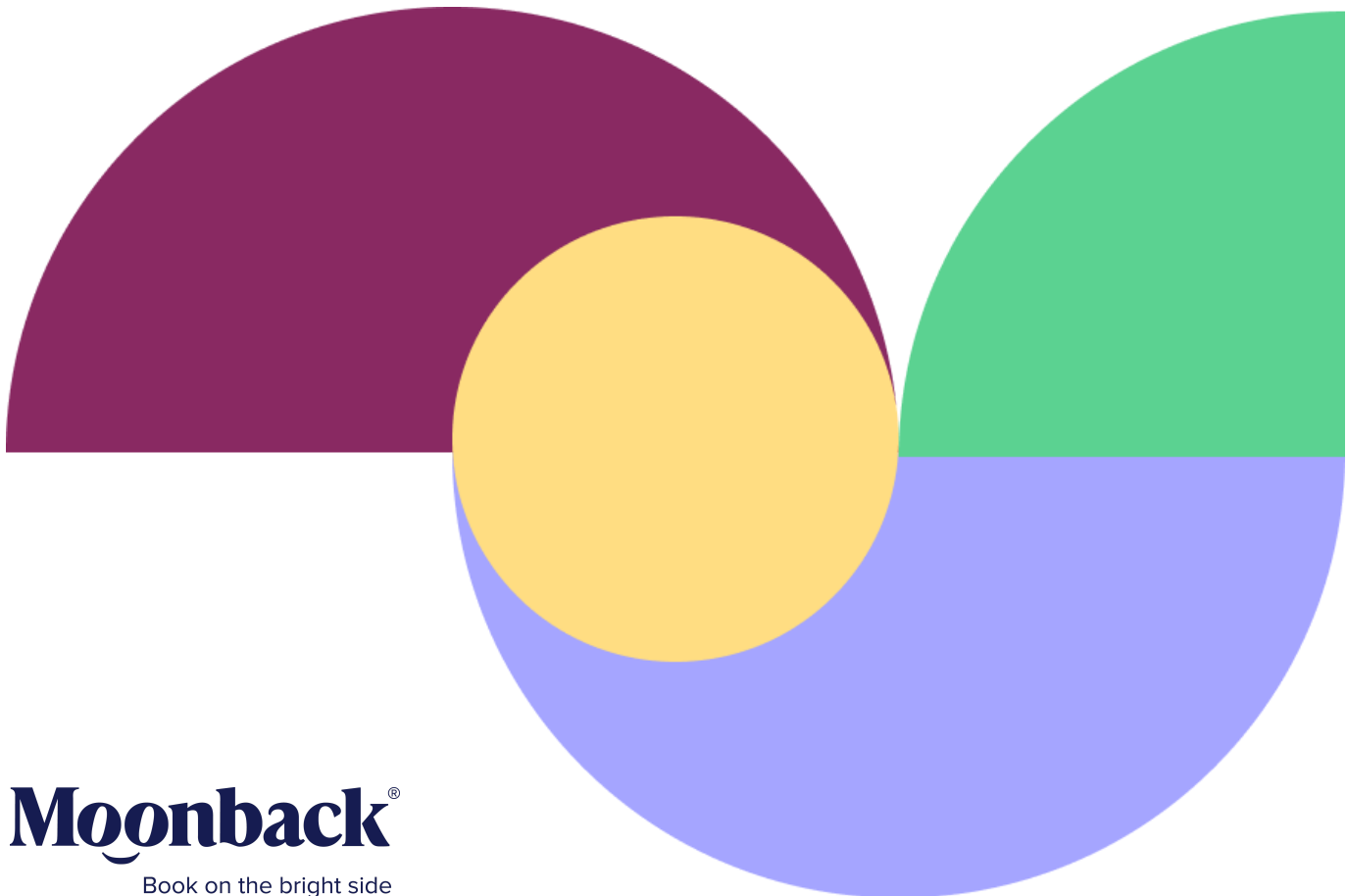


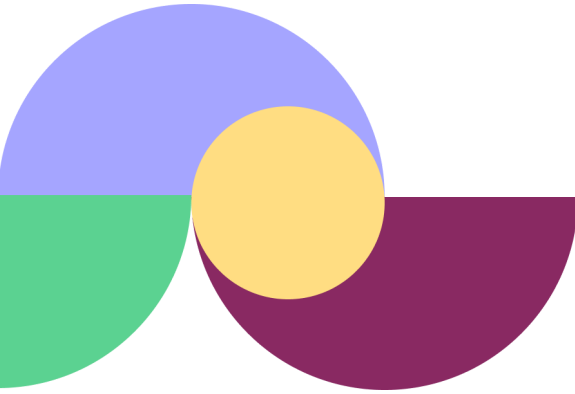
General terms for travellers



Moonback[®]
Book on the bright side

Hello,

Thank you for taking the time to read Moonback's general terms for travellers.



To the moon and back

1. **The Moonback principles**

- a. Everything is subject to change, except for our mission to set a new standard for online platforms.
- b. Earning money is allowed, but not at all costs.
- c. We separate profit rights and voting rights, and ensure our company cannot be acquired.
- d. No stress! We believe in a positive user experience.
- e. Fair play with everyone's interest at heart.

2. **Here we go!**

- a. We are Moonback B.V., a Dutch limited company based in Rotterdam. We are registered in the commercial registry under number 80172857. If we say 'we', this may refer to companies with which we are or will be affiliated in the future in a group as well.
- b. These are our general terms for travellers. These terms apply to all services we provide to people who book an accommodation through or with our platform. We call these people, including you, travellers, even though you may feel more like an adventurer, tourist or voyager!

- c. Please be aware that these terms only apply to our services, which is to offer you a platform through which you can book accommodations. You will usually book directly with the hotel, bed-and-breakfast, hostel, or other accommodation you will be staying at, and their terms apply to your booking and your stay.
- d. You may have noticed the word “usually” in the last sentence. That is because in some cases you will book a room with us, and not directly with the hotel. We in turn book these rooms through hotel databases we have teamed up with in order to offer you as many hotels as possible. If the room you book is such a “resale room”, deviations from our standard terms may apply, which will be marked with a *.

3. **What we do for you and for accommodations**

- a. Our purpose is to provide an online platform that brings travellers and accommodations together so that travellers can enjoy their stay at an accommodation that best aligns with their travel wishes.
- b. It is our mission to be transparent, so we show you the true costs related to the accommodation booking, including the room rate*, the price of extra services and all taxes that apply, save for tourist tax. The accommodation has promised us not to charge anything extra to you, unless you book additional services after the reservation, such as meals and transport, and except for the applicable tourist tax.
* As we do not know the price the hotel database pays for the rooms we book through them, the room rate published for resale rooms is the price you pay, and not the amount received by the hotel.
- c. You do not pay for the use of our platform*. The services we provide are fully covered by the start costs, platform fee and payment costs we charge to the accommodations. * If you book a resale room, we charge the platform fee to you as we do not have any agreement with the accommodation. Due to our agreement with the hotel database, we are not permitted to disclose the amount of the fee, but you can count on us that it will not be substantially different from the amount accommodations pay us.
- d. We lower our fees for the accommodation if you visit their place more than once. We can only identify you through your email address, so if you want your accommodation to save a little, remember to use the same email address as last time. The accommodation will certainly be grateful for it!
- e. We offer customer service to you in case you experience any issues with payments or refund. We ask you to contact the place you are staying at directly if

you have a question about the accommodation, as they will know much more about your stay than we do.

- f. Although we at Moonback of course have our personal preferences, we rank the accommodations on our platform in an objective way, mainly based on your own preferences about location and facilities. Accommodations cannot pay us to get a higher rank or to show their place to certain travellers. And no, we do not accept any gifts for this either.

4. Making a booking

- a. As soon as you have found the place you wish to be staying at, you can use our platform to make a booking directly* with your accommodation. Please be aware that a booking is only final when the accommodation has accepted your booking*. Do not worry: most bookings are automatically accepted, so there is no need to send your resume or to prepare an elevator pitch.* If you book a resale room, you book directly with us, with your booking being final as soon as we have confirmed your stay.
- b. As soon as the booking has been accepted by the accommodation, there will be an agreement between you and the accommodation*, meaning that you will enjoy a place to stay at if you make the payment. We are not a party to that agreement. * If you book a resale room, there will be an agreement between you and us once you have paid for the room.
- c. After acceptance of the booking request*, Moonback initiates the payment process. You can find more details about this process below. * Resale rooms are not subject to acceptance, but will only be reserved for you after you have made the payment.
- d. When you have paid for the accommodation, you will be entitled to a stay in the selected room as agreed between you and the accommodation or, in case of a resale room, between you and Moonback.
- e. We will provide both you and the accommodation with each other's contact details. We have no further involvement in the correspondence between you and the accommodation.
- f. If the accommodation you will be staying at asks for additional information, such as arrival times or names of other people in your party, please be sure to keep them informed of any changes.

5. **Payment and refund**

- a. As part of our booking process, we facilitate your payment of the accommodation through our payment service provider Stripe. We charge the costs for this service to the accommodation*, so this will be at no additional cost for you. *If you book a resale room, the payment costs will be included in the room rate.
- b. We will collect the amount due on behalf of the accommodation*. We promise to you that we make the amount we receive available to the accommodation as soon as possible, after deduction of the fees and costs we charge to the accommodation. * If you book a resale room, we will collect the amount on our own behalf, and use this to pay the hotel database and to cover our costs.
- c. If you decide to cancel your reservation in line with the applicable cancellation policy and these terms, you will receive a full or partial refund, and the accommodation will not owe us any fees or costs.

6. **Changes to the booking**

- a. Depending on the applicable cancellation policy, you may have the right to cancel the booking before arrival. Cancellations will only be processed if you notify us through our platform. We will inform the accommodation of your cancellation as soon as possible. If the applicable conditions do not allow a cancellation, the accommodation is not required to refund you if you do not stay at their place.
- b. As we are not a party to the agreement between you and the accommodation, we cannot change or cancel the booking for you*: only you can, usually. * For resale rooms, we must reserve the right to cancel or modify a confirmed booking. This is very rare, and in such a case we will do all we can to make you happy again.
- c. In exceptional cases, it may be required for the accommodation to change or cancel the booking. The accommodation promised us to do everything they can to make you happy again if this happens*, for example by offering a better room or by arranging a room in another accommodation. * We were unfortunately unable to obtain such a promise from the hotels which offer resale rooms, but we trust that they will just as well do all they can to make you happy.

7. **Overbooking, complaints and other issues**

- a. Even if you have a reservation, we cannot guarantee that the accommodation is available. In some cases the accommodation may be overbooked, or closed due to special circumstances. The accommodation is always responsible for providing you with a fitting alternative – and we trust that they will do so!
- b. Should you have any complaints about your accommodation (we hope not) please let us know! We will usually forward the complaint to the accommodation itself, but in some cases we choose to mediate, or to find a solution for you. On the flip side, please do not bother the accommodation with complaints about our service. We always want to improve our services, so just contact us!
- c. Although we are convinced that all our travellers are very considerate and tidy, we must ask you to comply with the accommodation's rules and to behave as a guest that you would want to receive at your own place. You are liable for the acts and omissions of all persons who stay in the accommodation you book, and for any damage in this regard. We cannot give you any refund or compensation if the accommodation decides to cancel or change your reservation due to any misbehaviour.

8. **Privacy and data security**

We think that it is very important to be careful with your data, and therefore we try to limit the amount of personal data we process as much as possible. You can find more information about our processing of your data in our privacy and cookie statement.

9. **Liability**

- a. We need to point out that Moonback provides an online platform only. We are not a party to your agreement with the accommodation*. Our only responsibility is to provide you with a platform on which accommodations are listed, which makes it easier for accommodations and travellers to connect with each other and to process payments. * If you book a resale room, you do not have a direct agreement with the accommodation, but with us, meaning that we will ultimately be responsible for providing your stay.
- b. All information about the places to stay is provided by the accommodations themselves. They are asked to provide up-to-date information about their location,

facilities, and conditions and policies, but we cannot give any guarantees about the accurateness of the information. We are therefore not liable if any of this information is incorrect, but we will do our best to solve any issue you encounter.

- c. Likewise, we are not liable for any problems you experience with the accommodation. We do our best to present you an awesome collection of places to stay at, but in the end it is the accommodation that has to deliver. If it does not, please let us know; we can at least try to find a solution.
- d. In all other cases, we may accept liability for your damage, if it is related to your use of our platform and we are to blame, of course. Our liability against you will be limited to the amount of your booking or, if the damage is not related to a specific booking, to an amount of € 500 per event and per year. This does not apply in case the damage is due to our intent or wilful recklessness.

10. **Some fine print to end with**

- a. We meticulously keep our records, and therefore our records of for example bookings and payments form conclusive proof. You may always provide evidence to the contrary, of course.
- b. We have the right to make changes to these terms. Changes will not affect the reservations you have already made; they will only apply to new reservations you make.
- c. If one or more provisions of these terms prove to be invalid, the other provisions will continue to apply. The invalid provision will be deemed to be replaced by a valid provision that corresponds to the original provision, or we may replace it by a new provision.
- d. We are a Dutch company, so the laws of the Netherlands apply to our services and these terms. If you are a consumer, and the laws of your country prescribe that local law applies to our contracts with you, the laws of your country apply to the extent legally required.
- e. In the unlikely event that we get into a dispute with you about something, and we cannot solve the issue between the two of us, the courts of Rotterdam will exclusively have to sort it out for us. If you are a consumer, you may always choose to have the case decided by the court that is competent by law, even if we start the case, as long as you let us know within one month after the proceedings have started.