

Travel terms and conditions

GENERAL TERMS AND CONDITIONS

IMPORTANT: PLEASE READ ALL OF THE FOLLOWING GENERAL TERMS AND CONDITIONS (THESE "T&Cs"), CAREFULLY. THESE T&Cs CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE (BUT ARE NOT LIMITED TO) VARIOUS LIMITATIONS AND EXCLUSIONS, A BINDING ARBITRATION CLAUSE, A CLASS ACTION WAIVER, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

These T&Cs apply between you ("You" or the "Customer") and Gotogate, Inc. ("Gotogate" "We" or "Us"), the operator of the booking portal us.mytrip.com (hereinafter referred to as the "Portal"). It is requested that You read these T&Cs carefully prior to using the Portal. By using the Portal, You agree to these T&Cs. If You do not accept these T&Cs, We ask that You refrain from using the Portal and exit the website.

You must be at least 18 years of age and act in your role as a private consumer to make a booking on the Portal. A private consumer is, as opposed to a business, a natural person who enters into a legal transaction for purposes which are predominantly outside its commercial and/or self-employed activities.

The operator of the Portal and your contractual partner for using the Portal is:

Gotogate, Inc.

4300 Biscayne Blvd

Suite 203

Miami, Florida 33137

USA

Please note that in-person customer support is not available

Email: customerservice@Mytrip.support

Telephone: +1 786 405 836 3

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1. SCOPE OF SERVICES

1.1. Mediation of Travel Services

1.1.1. For the flight (including airline provided services such as baggage, seating and meals), hotel, insurance, train and car rental services offered on the Portal (collectively referred to as “Travel Services”), We exclusively provide travel mediation services through which We only act in our capacity as an intermediary between You and a Service Provider (our travel mediation services are referred to as “Mediation Services”). To that end, our role and obligations are limited to mediating Travel Services that will

be rendered by third parties such as airlines, travel operators, hotels, insurers, car rental companies or other service providers (hereinafter in each case “Service Provider” or “airline”, where specifically applicable).

1.1.2. Consequently, the agreement for the actual provision of Travel Services comes into effect directly between You and the relevant Service Provider. We are not a co-vendor of the Travel Services and We are not a party to the contractual relationship between You and the Service Provider.

1.1.3. By using the Portal to purchase Travel Services, You authorize Us to engage in Mediation Services and mediate with the corresponding Service Provider(s) on your behalf, including mediation of the payment for these Travel Services, in order to take care that the transaction between You and the Service Provider(s) is carried out.

1.1.4. Responsibility for the actual performance of the Travel Services mediated through the Portal is exclusively held by the relevant Service Provider. In our role as an intermediary, We do not assume any responsibility for the Travel Services to be rendered by the Service Providers and We make no representations or warranties (neither expressed nor implied) regarding the suitability or quality of Travel Services mediated on the Portal. For any claim You may have in context with the performance or non-performance of the Travel Service, the Service Provider is the responsible addressee.

1.1.5. Should You have the opportunity to request special wishes (such as special meals, disabled facilities or child seats) when booking a flight, We will pass on your request to the relevant airline. However, We cannot take any responsibility on whether the airline can actually fulfil such wishes.

1.2. Our Own Services

Apart from the Travel Services and our Mediation Services as stated in Section 1.1 above, there are also additional services (other than Travel Services) available through the Portal which We, ourselves, are responsible for providing (“Our Own Services”). For Our Own Services, You enter into a direct contractual relationship with Us.

For Our Own Services not set forth in these T&C’s, a detailed description of the services as well as information about the fees and supplementary terms and conditions for booking and usage, is provided to You over the course of the booking process.

1.3. Applicable contractual conditions

1.3.1. These T&Cs cover the Mediation Services according to Section 1.1 as well as our Own Services pursuant to Section 1.2.

1.3.2. With respect to Travel Services between You and a Service Provider (to which We are in no event a party), the terms and conditions of the relevant Service Provider will apply (“Service Provider Terms”). Such Service Provider Terms may be made available to You by Us and/or the Service Provider during the booking process or may be requested by You directly from the Service Provider. AS THE SERVICE PROVIDER TERMS MAY INCLUDE PROVISIONS RELATING TO LIABILITY, CANCELLATION, CHANGES, REFUNDS (IF AVAILABLE) AND OTHER RESTRICTIONS, YOU ARE ADVISED TO READ THOSE TERMS CAREFULLY. IN NO EVENT IS GOTOGATE RESPONSIBLE FOR ANY FAILURE TO READ, UNDERSTAND, OR COMPLY WITH ANY SERVICE PROVIDER TERMS.

2. BOOKING PROCESS AND CONTACT INFORMATION

2.1. During the booking process, You are provided with the technical means needed to detect errors in entry forms and to correct them prior to submitting your booking request. You are requested to check all data for accuracy before concluding your booking request. Subsequent change requests may lead to significant additional costs.

2.2. We might need to contact You, e.g. in case of subsequent changes to the purchased Travel Services. You must submit accurate contact information such as your telephone number and email address. You must also continuously check if You have received a message from Us.

It is also your responsibility to ensure that You are able to receive our messages. We are not responsible if You do not receive a message from Us due to circumstances reasonably outside of our control including, but not limited to the following: (i) You gave us an incorrect email address; (ii) your email settings won't allow our email to reach You; or (iii) your email settings treat our email as spam.

3. MEDIATION OF FLIGHTS

3.1. Conclusion of contract and price changes

3.1.1. After You submit your flight booking request, We will confirm receipt of your request via email. This is the moment that the mediation contract between You and Us comes into existence. If You do not receive such confirmation within one hour of completing your booking request, and none of our operators has contacted You by email or telephone to indicate any problems, please contact us by telephone or chat for verification.

3.1.2. As soon as your requested tickets have been issued, they will be made available to you via email or in My Bookings at our Portal. This is the moment a binding contract between You and the relevant airline(s) has been concluded.

3.1.3. Prices for the flight and seat availability are added directly in the Portal. If changes are made by the airline that are outside of our control (e.g. price changes, seat availability or something else) and that occur after a booking request has been made, but before the contract with the airline has become binding (as set out in Section 3.1.2 above), the contract will not enter into force and your payment will be refunded in full. We may contact You and give You the option to accept the changed price during ordinary opening hours, however no later than 24 hours after We have been made aware of the price change or the first weekday following such 24-hour period.

3.2. Information on booking and transport conditions

3.2.1. Regarding the flights offered on the Portal, We exclusively act in our capacity as an intermediary. The agreement for the performance of the flight comes into effect directly between You and the relevant airline and We do not accept any contractual responsibility related to the performance or non-performance of your flight. The operating airline is solely responsible for performance / non-performance of your flight.

3.2.2. Before You conclude the booking, the terms and conditions of the relevant airline (s) will be made available to You.

3.2.3. When mediating Travel Services rendered by airlines, We are not guaranteed access to the airline's booking system. Where this is the case, We may act on your behalf in concluding the contract between You and the airline. We may also ask You to contact the relevant airline directly for questions on bookings, changes or cancellation of your booking.

3.2.4. You may receive two booking confirmations – one from us and one from the relevant airline. If You have received two booking confirmations, please use the booking confirmation of the airline for check-in.

3.2.5. Below, by way of a general overview, We provide information on conditions related to booking and transport typically applied by airlines in such or at least a similar way. However, any deviating provisions of the relevant airline prevail over the general information provided in this Section 3.2.4. Therefore, in each case, please check the applicable terms and conditions of the relevant airline prior to your booking.

a. Flight times/check in

All flight times specified are local. Next-day arrivals are indicated with a "+1" on the timetable. The stated flight times are preliminary and subject to change on short notice after the ticket has been issued; for example, due to restrictions by flight control, the weather, or functional restrictions by the airline. Please keep yourself informed of the current times well ahead of your flight.

Please comply with the check-in times stated by the airline. The airlines are entitled to refuse boarding if You are late for check-in. Kindly observe that some airlines encourage check-in through their own website as they may charge a check-in fee when checking in manually at the airport.

b. Combination of individual tickets

A combination of two separate one-way tickets instead of a roundtrip ticket is clearly marked as such during the booking procedure. The tickets are treated independently from one another in the event of cancellation, change, disruption of air traffic such as strikes and changes to flight schedules. Each airline's own regulations will apply.

Flight tickets with different booking numbers are always regarded as journeys that are independent of each other.

c. Flight tickets with several segments/order of use

Your roundtrip ticket or one-way ticket may consist of several segments. According to the conditions of most airlines, such flight segments are to be used in sequence. If not, many airlines will refuse transport on subsequent flight segments (e.g. failure to use one segment of a journey could invalidate the rest of the ticket). For roundtrip tickets a no-show on Your outbound flight may result in Your inbound flight being canceled by the airline

d. Pregnancy

Some airlines refuse to transport women who are past week 28th of pregnancy at the time of the outward or return flight. If you are pregnant You must clarify with the airline and your doctor whether or not You can commence the journey.

e. Infants and child tickets

Please contact the airline to obtain the conditions for traveling with a child who does not have a separate seat. Usually, children above the age of 2 years require a separate seat, while children between the ages of 0 and 2 years travel as infants and will not be allocated a seat of their own. If the infant reaches the age of 2 before the end of the trip, a child ticket must be booked for the entire trip. Infant tickets cannot be booked before birth, as the correct name and date of birth must match those stated in the passport. We will not reimburse any expenses that arise if the wrong type of ticket is booked from the outset.

f. Unaccompanied minors

We do not mediate the booking of any tickets for unaccompanied minors. Children under 18 years must be booked for a journey in the company of an adult. Some countries and airlines refuse entry to children under 18 years unless accompanied by a legal guardian. Please note that some airlines require children under the age of 18 to bring a birth certificate to travel.

g. Lost/damaged luggage

Within our capacity as an intermediary, We accept no liability for lost or damaged luggage. Any problems should be reported immediately to the representative of the airline at the airport.

h. Transit and overnight accommodation

Generally, ground transportation and/or overnight accommodation during your trip is not included in the flight ticket price. You are personally responsible for checking ground transportation timetables and prices.

i. Connection times between flights

Standard tickets booked on the Portal have approved connection times. The times required for making connections between flights are calculated by the airlines. If a flight segment is delayed and leads to a missed connection, the airlines are obliged to assist You in reaching your final destination.

When separate tickets are booked, the airlines bear no responsibility for missed connections resulting from delays. Therefore, it is your responsibility to ensure that the connection time is sufficient according to the airlines and airports. Any additional costs incurred on account of missed connections will not be reimbursed.

j. Double booking

A double booking means that two or more bookings with the same passenger name have been made with the same airline. If You have a double booking, the airline may cancel the trip(s). This may also occur if the bookings have been made with different travel agencies. We are not responsible for cancellations made by the airlines, nor for denied refunds from airlines, in cases where they suspect a double booking.

k. Hazardous materials

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons,

corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person.

3.3. Airlines banned from operating in the EU (black list)

Please note that certain airlines are prohibited from operating within the EU, according to a decision made by the European Commission in close consultation with the national air transport authorities. Such airlines are prohibited because they are considered unsafe or not subject to adequate control by the authorities of their country.

You can check which airlines are affected by an operating prohibition via the following link:

[Black List \(List of airlines not permitted to operate in the EU\)](#)

3.4. Timetable changes and cancellation by airlines

3.4.1. Your agreement with the applicable airline may allow them to cancel or amend your bookings. We will notify you of any changes once we are informed of them by the airline.

In the event of a timetable change by the airline, we will not charge a fee for rebooking you to the airline's provided option. In the event of cancellation by the airline, we will not charge a fee for your cancellation refund request. Please read section 10.3 for more information on refunds.

In the event of a timetable change or cancellation by the airline, and if you request us to find an alternative flight option beyond the one already provided by the airline, we will offer to handle the request on your behalf if permitted by the airline's conditions. [For a list of our fees, click here.](#)

3.4.2. The flight times shown in your booking confirmation may change between the date of your booking and the date you actually travel. To avoid missing a change in departure or arrival time, you must stay updated and, if necessary, contact your airline at least 72 hours before the scheduled departure of the flight to ensure that the flight (and any connecting flights) will depart on schedule. We have no control over airline's schedule changes and accept no responsibility for costs that may arise as a result of such changes.

3.5. Changes and cancellations requested by You

3.5.1. 24-HOUR RESERVATION REQUIREMENT INAPPLICABLE

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND ACKNOWLEDGE THAT UNDER UNITED STATES FEDERAL LAW, AS A TRAVEL INTERMEDIARY, GOTOGATE BEARS NO RESPONSIBILITY TO PROVIDE OR OFFER TICKET CANCELLATION OR REFUNDS, EVEN IF A REQUEST FOR SAME IS RECEIVED WITHIN 24 HOURS OF BOOKING OR OTHER TIME PERIOD SET FORTH UNDER APPLICABLE LAW. FOR CLARITY, AS A THIRD-PARTY AGENT GOTOGATE IS NOT SUBJECT TO THE 24-HOUR RESERVATION REQUIREMENT SET FORTH BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION.

3.5.2. The conditions for changing flight bookings (including change of passenger name, destination, and date of travel) and for providing cancellation refunds are set by the relevant airline, which is your contractual partner for providing the flight. We, as the intermediary, have no influence over such conditions.

3.5.3. If you wish to make a change to your booking or request a cancellation refund, as an additional own service, we offer to handle the request on your behalf, provided that the conditions of the airline permit such a change or cancellation refund. During the process of booking such additional services, we will inform you of any further conditions for such services. [For a list of our fees, click here.](#)

3.5.4. In order for us to be able to handle the changes requested by You, it is necessary that We receive your change requests at the latest 24 hours prior to the commencement of travel.

For change requests at shorter notice, We recommend that You contact the relevant airline directly.

3.5.5. Some of Our Own Services have specific time limits for requesting changes or cancellations. Please see the terms and conditions for Our Own Services (Section 9) that You have purchased.

3.6. Non-Appearance or Non-Attendance of the Flight

If You do not appear for or attend your flight, You hereby authorize us to request possible refunds from the airline on your behalf. We are entitled but not obligated to do so and any rights You have to request unclaimed refunds directly from the airline remain unaffected.

If We do obtain refunds on your behalf, We will deduct our fees from the amount obtained. [For a list of our fees, click here.](#) . We will retain any refunds obtained on your behalf, less our

fees, for 12 months following the date of the flight and You will be able to request a transfer of this amount, less our fees, at any time before the 12 month period has passed by contacting our customer service.

3.7. Non-Waiver

In no event shall We be deemed to have waived or relinquished any limitation, disclaimer, covenant, condition, or other provision of this Agreement, including this Section 3, by providing or causing to be provided to You any refund, change, or cancellation or other concession regarding any Travel Services.

3.8. Identity verification process conducted by the airline

Certain airlines may require verification of your identity before departure, which is beyond our control as an intermediary of flight tickets. This verification process, if applicable, is conducted by the airline after the booking is made and may incur minor additional cost (usually less than 1 EUR).

Additionally, if you choose not to complete the verification process online, before your departure, as required by the airline, and opt to complete it at the airport, please be aware that this may result in additional fees. These fees are in accordance with the airline's policies, charged directly by the airline, and are non-refundable by us.

Any costs associated with the verification process are determined and imposed by the airline. As an intermediary, we have no authority or liability regarding this process. We recommend reviewing the specific airline's terms and conditions regarding associated fees before making a booking.

If any verification is required by the airline that you have selected to travel with, you will be informed about it during the booking process. Please review the information carefully before completing the payment to ensure you are aware of any requirements or potential additional costs associated with the verification process.

4. MEDIATION OF INSURANCES

American insurance policies are sold by Cover Genius Insurance Services, LLC, a Delaware limited liability company, 27 E 28th Street, New York, NY 10016. Coverages may vary and not all coverage is available in all jurisdictions. Insurance coverages are subject to the terms, limitations and exclusions in the applicable policy. Individuals looking to obtain additional information regarding the features and pricing of each insurance product, please contact Cover Genius, at 1-888-311-8719 or via email at support@xcover.com.

5. MEDIATION OF HOTEL BOOKINGS

Hotel nights booked via link from the Portal or any email sent by Us after your booking are mediated by Booking.com.

All queries in connection with the booking and any change or cancellation request must therefore be made directly to Booking.com. [You can find the contact details for Booking.com here.](#)

[You can access the terms and conditions of Booking.com here.](#)

6. MEDIATION OF RENTAL CAR BOOKINGS

Rental car services booked via the Portal are mediated by Booking.com Transport Limited (“Rentalcars.com”).

All queries in connection with the booking and any change or cancellation requests must therefore be made directly to Rentalcars.com. You can find the contact details for Rentalcars.com here:

[For local contact details please see Rentalcars web site.](#)

[You can access the terms and conditions of Rentalcars.com here.](#)

7. SPECIAL PROVISIONS FOR THE MEDIATION OF BOOKINGS OF MULTIPLE SERVICES

The Portal offers the possibility to mix and match multiple individual services as You wish. In this case, You instruct us to act as an intermediary for the booking of various travel services from various suppliers. The relevant Service Providers will be clearly presented to You during the booking procedure before the booking is completed. In the event that You combine individual services, no travel contract is concluded between You and us; instead, You conclude several contracts for the provision of individual services with each separate Service Provider. In this case, We solely operate within our capacity as an intermediary in relation to each individual travel service.

8. INFORMATION ON PASSPORT, VISA AND HEALTH PROVISIONS

8.1. Passport, visa and/or health requirements can change and You should therefore check with the relevant authority (embassy, consulate etc.) well in advance of travel. It is your responsibility to be in possession of a valid passport and, if appropriate, a visa. It is important to remember to include all transit points in your journey which may also require You to obtain a visa. It can often take some time to obtain a visa, so You are advised to apply well ahead of time. We accept no responsibility for customers who do not possess the correct documents.

8.2. Each destination has its own requirements as far as entry formalities, vaccinations, etc. which can also vary depending on the passenger's nationality. It is your responsibility to collect that information. No incidents arising from the failure to comply with such official

regulations will be considered our responsibility. We therefore urge You to always verify the different formalities of the chosen destination or transit countries, as well as the time needed to take all of the related steps.

9. OUR OWN SERVICES

9.1. Flexible Ticket

9.1.1. If purchased during the booking procedure, the Flexible Ticket allows You to change date and/or time of your flight booking under the terms set out in this section. When providing our Flexible Ticket service, We only mediate the transport contract between You and the relevant airline. As the Flexible Ticket is our own service (i.e. You cannot make use of our Flexible Ticket service by contacting the airline directly) all rebooking requests making use of the Flexible Ticket service must be made via our [customer service](#) (see Section 9.1.4).

9.1.2. The Flexible Ticket allows flights to be rebooked under the following conditions:

- All rebookings must be made in accordance with Section 9.1.4 and at least 24 hours before the original time of departure.
- Rebooking is only possible within the same airline, i.e. a flight can only be rebooked to a flight operated by the same airline as the one operating the originally booked ticket.
- Flight segments must be used in the same order in which they were originally booked.
- Upgrading to a different cabin, or booking class, on the same flight is not permitted.
- Rebooking a ticket for a so called "stop-over" (i.e. staying in a connection city longer than originally booked) is not permitted.
- A change of origin and/or destination is not possible, neither for the outbound nor the return flight.
- The Flexible Ticket does not allow any names to be changed or corrected.
- Rebooking under the Flexible Ticket can only be done once per passenger that has purchased the product, either for a part of the booking or for the entire booking covered by the Flexible Ticket. Once the change has been confirmed, the Flexible Ticket has been used up.
- In case of rebooking, the journey must be completed within one year from the time of the original booking. The new trip may not commence within 24 hours from the time of change request.

9.1.3. The Flexible Ticket must be booked and paid for during the booking process and cannot be added afterwards.

9.1.4. If You want to rebook your ticket, You have to contact our customer service, [see "Contact us"](#).

9.1.5. Rebooking is only completed once We have confirmed it by e-mail. If You do not receive a confirmation, please contact our [customer service](#).

9.1.6. The rebooking of flights using the Flexible Ticket service is subject to availability. If the desired change results in a more expensive ticket, or if the change leads to the passenger no longer being entitled to a special price (e.g. for a small child), You have to bear the additional costs yourself. We are not responsible for the effects rebooking may have on any additional services concluded directly with the airline (such as booking of additional luggage or seat reservations).

9.1.7. If You cancel the flight, the price for the Flexible Ticket service will not be refunded.

9.1.8. Infants (children under 2 years) are included in the Flexible Ticket of the responsible adult traveling with the infant. The infant is included in any rebooking of flights using the Flexible Ticket made by the adult.

9.2. Self-transfer Guarantee

9.2.1. If our connection guarantee assistance services as outlined in this section 9.2 (hereinafter referred to as the "**Self-transfer Guarantee**") is included in your booking this will be clearly stated during the booking process and on your booking confirmation. If your booking also includes other flight connections, please note that the Self-transfer Guarantee only applies for the part of your booking that is marked with "self-transfer".

9.2.2. With the exception of the exclusions below, the Self-transfer Guarantee applies in the following cases (each a "Change"):

- in case any of your flight(s) are rescheduled, delayed or canceled by the respective airline causing you to miss the flight(s) to your destination;
- if you miss a connecting flight due to baggage delays or losses outside your reasonable control; and
- if you miss a connecting flight because of customs- or immigration processes outside your reasonable control.

9.2.3. The Self-transfer Guarantee does not apply:

- if the Change only affects flight(s) within the same ticket (issued as one e-ticket /PNR). The airline providing the flight(s) is responsible for any issues and for managing the Flight Changes (you may contact the applicable airline directly for assistance and/or questions);
- if the Change is due to force majeure situations, meaning circumstances outside the airline's reasonable control such as (without limitation) political instability, extreme weather conditions, security risks, strikes, major limitation of airport operation and/or airline bankruptcy/insolvency;
- for any action (or lack of action) which is reasonably within your control, including for example if you miss a flight because (i) you don't have an appropriate visa, travel documents or any other documentation required for your travel; or (ii) you breach any airline rules and restrictions; or
- • if you travel with a checked baggage despite booking a self-transfer trip marked with "no checked bag", i.e. a self-transfer trip with a short connection time; or
- if you have made changes to your Booking without our previous approval.

9.2.4. If You want to use the Self-transfer Guarantee You must inform Us without undue delay after You are aware of a Change. [See here for contact details.](#)

9.2.5. Self-transfer Guarantee Assistance – alternative flight(s) or refund.

After We have been informed about the Change, We will offer You to choose from one of the following options:

- a) alternative flight(s) to your final destination at our expense (the exact flight(s) offered by us will be communicated to You);
- b) a refund of the price You paid for the unused flight(s) at the time of your booking; or
- c) flight(s) for returning to the airport of Your departure at our expense (the exact flight (s) offered by us will be communicated to You).

9.2.6. Your acceptance of the Offered Option

You must respond with your choice as soon as possible after receiving more information from us on your options set out in subsection 5 (a)-(c) above.

9.2.7. Additional Compensations

In addition to your rights detailed in this Section 9.2, the Self-transfer Guarantee entitles You to the following:

- **Accommodation** – If a Change occurs with short notice leaving You without accommodation for the night (22:00-08:00), Accommodation costs for one or several nights will be covered based on available flights to your destination. The

compensation is limited to a total of 100 USD per passenger covered by the Self-transfer Guarantee. Any compensation for accommodation that You receive from the airline will be deducted from the Self-transfer Guarantee refund.

- **Meal & Beverage** (non-alcoholic) – If a Change leads to your flight(s) being delayed by more than 4 hours, We will cover the cost of meal and non-alcoholic beverages up to a total of 12 USD per passenger covered by the Self-transfer Guarantee. Any compensation for meal and/or beverages that You receive from the airline will be deducted from the Self-transfer Guarantee refund.

Note that You will need to cover the expenses and provide Us with receipt(s) for such expenses.

9.3. Cancellation Guarantee

9.3.1. If the Cancellation Guarantee is purchased during the booking procedure, You can for any reason contact us after your flight booking to cancel your flights and instead receive an electronic voucher corresponding to 90% of the flight price. The voucher can then be used for a new booking on the Portal. The terms in this Section 9.3 apply to our own service ‘Cancellation Guarantee’, while We are acting within our capacity as an intermediary between You and the relevant airline. As the Cancellation Guarantee is our own service (i.e. You cannot use the Cancellation Guarantee by contacting the airline directly), all requests under the Cancellation Guarantee must be made via our customer service (see Section 9.3.5). We do not charge administrative fees in the event of a voluntary cancellation using the Cancellation Guarantee or in the event of a new booking with a voucher through our Portal.

9.3.2. The following applies when using the Cancellation Guarantee:

- All cancellations must be made in accordance with Section 9.3.5 and must be received by us no later than 24 hours before the original time of departure.
- The value of the voucher corresponds to 90% of the value of the canceled flight ticket, including taxes and the airline's fees but excluding the costs of the Cancellation Guarantee and any additional services (e.g. extra baggage, seating etc.). If the booking has previously been subject to changes that have resulted in an increase in the price of the flight ticket (e.g. voluntary date change, name change, additional baggage etc.), the value of the voucher is calculated based on the original flight ticket only. When using the Cancellation Guarantee, the value of the voucher can never exceed 2739 USD per person or 5478 USD per booking, regardless of the value of the flight tickets.
- You have the right to cancel Your flight ticket and receive a voucher for any reason, however in accordance with these terms. Cancellation can also be

requested for an individual passenger in the booking, in this case the value of the voucher is calculated in proportion to the number of passengers who cancel.

Cancellation cannot be made for part of the trip.

- The voucher can only be used on our Portal in accordance with the instructions that are received with Your voucher. The voucher cannot be combined with other vouchers, with cash refunds or with promotions and cannot be used if entering the Portal via price comparison sites.
- You can only use Your voucher once. Any unused voucher amount is thereafter considered forfeited.
- The voucher is valid for 12 months from the time You receive Our notification of the voucher being available for use, which is within 7 business days from the time We have confirmed Your cancellation request. When the validity period expires, the voucher loses its value and You cannot claim compensation in any other way.
- A Cancellation Guarantee voucher can only be used for booking of flights and not for other services made available on the Portal (such as hotels or rental cars) and cannot be applied to ancillary products.

9.3.3. By using the Cancellation Guarantee to cancel Your booking/flight ticket, You and Your fellow passengers waive all rights to the travel documents that We have mediated to the airline. By purchasing the Cancellation Guarantee service You accept that We, following Your cancellation request, automatically acquire all rights to the flight ticket and the booking and the right to use these rights vis-à-vis the airline.

9.3.4. The Cancellation Guarantee cannot be used if the airline is unable to provide the Travel Service after declaring bankruptcy or after having paused or closed down their business (in such case the cost of the Cancellation Guarantee service is not reimbursed).

9.3.5. If You want to use the Cancellation Guarantee, You must contact our customer service. You can find our phone number and other means of contact on the Portal. Please note that We handle all customers in turn.

9.3.6. The Cancellation Guarantee does not apply if you contact the airline to rebook your flight ticket and request a cancellation.

9.3.7. The terms of the Cancellation Guarantee are not intended to constitute an offer for an insurance policy or coverage and do not constitute an insurance policy or coverage under the broader definition of an insurance contract and should not be misconstrued as such.

10. CHARGES AND PAYMENT

10.1. Payment

10.1.1. Payment for Travel Services is either processed by us or affiliates part of our corporate group (in cooperation with our payment service provider(s) who supply the payment processing functionality), or by the Service Provider. All payment information belonging to our customers is encrypted in a secure server when shared with our payment service provider(s).

10.1.2. Depending on booking criteria and added services, the payment may be split into two separate transactions, one charge from us and another one from the Service Provider. You will not be charged more than the actual total price displayed on our site. The same security measures are applied. In some cases, prices and fees from Service Providers may not be in the currency displayed on the Portal. Instead We provide an estimate in the default currency of the Portal. As a result, when You make a reservation with a credit card, the amount charged by the Service Provider might be slightly different due to currency fluctuations. If the previous may apply to your booking You will be informed of this during the booking procedure.

10.1.3. In order for us to be able to process your payment, you need to ensure that there are sufficient funds available. In the event of any problem arising related to the processing of your payment, we will retry the processing of your payment in cooperation with our payment service provider(s). Should this not result in a fulfilled withdrawal of funds from you, we will contact you as soon as possible for instructions on other means of payment. Should We not receive your payment after such further instructions, we reserve the right to either cancel your booking (meaning you will not be able to travel) or refer your outstanding payment to a debt collection company. If we decide to cancel your booking, we will inform you via email.

10.2. Payment fraud

If there are reasons for us to suspect that fraud is being committed, We reserve the right to refuse processing of such payment. Legitimization of Payment may be demanded if a crime is suspected. All types of payment fraud will be reported to the police.

10.3. Refunds

10.3.1. Refunds are processed in accordance with the Service Provider's terms or policies as well as applicable federal law. If You are entitled to a refund, it will be issued to the original form of payment used for the booking. Please note that airfares comprise various elements, and not all of them may be refundable. As a result, even if You qualify for a refund under the Service Provider's terms/policies or federal law, the refunded amount may not fully cover the total price of your booking.

10.3.2. Eligibility for refunds for Travel Services are paid from the applicable Service Provider to Us and We, acting as the intermediary, have no influence over the Service Provider's handling times in assessing and confirming such eligibility.

10.3.3. As an intermediary We will only process a payment refund where We have already received such from the applicable Service Provider.

10.3.4. If You have booked a scheduled flight to, from, or within the United States, We will process the refund after receiving confirmation of your eligibility and entitlement to the refund payment from the applicable Service Provider.

10.3.5. The total price of your booking will include the price of the Travel Service(s), any add-on products and our service fees. Travel Services are generally refundable only to the extent We have received relevant amounts in return from the Service Provider.

10.3.6. Our own add-on products are generally non-refundable, unless You have not been able to utilise them due to our fault.

11. CLAIMS

11.1. Claims relating to performance of Travel Services

Any problem, remark or claim relating to actual performance of the Travel Services must be addressed directly to the relevant Service Provider (travel operator, airline, insurer, car rental company, hotel) with whom you hold the contract for the relevant Travel Service. Please also see section 12 for your rights pursuant to EU regulation.

11.2. Claims relating to Our Own Services

If You have a claim relating to Our Own Services, [please contact our customer service here.](#)

12. CUSTOMER RIGHTS PURSUANT TO REGULATIONS BY THE EUROPEAN UNION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION

12.1. Canceled or delayed flights

If you are traveling into or out of the EU, or on an EU carrier, you may have the right to demand reimbursement for costs which you can assert directly against the relevant airline in the event that your flight is canceled, delayed or you are denied boarding. [For more information about EC Regulation 261/2004, please click here.](#)

If You have booked a scheduled flight to, from, or within the United States, You may be eligible for a refund under the [Department of Transportation Rule 14 CFR Parts 259, 260, 262, and 399; Refunds and Other Consumer Protections](#) in cases of airline-made cancellations or significant schedule changes. For more information, please click the link above.

12.2. Carrier liability

The EC-Regulation (889/2002) on air carrier liability in the event of accidents. [Regulation can be found here.](#)

13. USER CONDUCT

13.1.

We may, in our sole discretion and without thereby incurring any liability to You or otherwise, with or without cause, with or without prior notice and at any time, limit, suspend, deactivate or cancel your account and/or otherwise deny You access to the Portal. Upon termination, deactivation, or suspension of your account, You are required to immediately cease all use of the Portal and may not re-register under any other account.

13.2.

You understand and agree that You alone are responsible, at your sole cost and expense, for compliance with any and all laws that may apply to your use of the Portal or any feature thereof. In connection with your use of the Portal, you must not, and You agree that You shall never do or attempt to do any of the following: (i) violate any applicable law; (ii) use the Portal for commercial or other purposes not permitted by these T&Cs; (iii) infringe the rights of any person or entity, including without limitation, any intellectual property, privacy, publicity or contractual rights; (iv) interfere with or damage the Portal whether through the use of viruses, cancel bots, Trojans, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology or otherwise; (v) impersonate any person or entity, or falsify or otherwise misrepresent yourself; (vi) attempt to probe, scan, or test the vulnerability of any Gotogate system or network or breach any security or authentication measures; (vii) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Gotogate or any of Gotogate's providers or any other third party; or (viii) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Portal or any feature or functionality thereof.

14. LIABILITY

14.1. You accept that We act as an intermediary between You and the Service Provider. We will under no circumstances be held liable with respect to Travel Services You have booked with one or more Service Providers.

14.2. Should a Service Provider be unable to provide the Travel Service for any reason, including where a Service Provider declares for bankruptcy, We can only act as an intermediary and refund payments where we have already received such from the applicable Service Provider.

14.3. We are liable for damages subject to the limitations set out in the T&Cs provided that such limitations are permitted by law. Unless You have suffered personal injury caused by our services or in case of gross negligence by Us, We shall only be liable for direct damages actually suffered, paid or incurred by You due to an attributable shortcoming of our obligations in the performance of our own services.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. Governing law

These T&Cs and your use of the Services will be interpreted in accordance with the laws of the State of Florida and the United States of America, without regard to its conflict-of-law provisions. You and We agree to submit to the personal jurisdiction of a state court located in Miami-Dade County, Florida or a United States District Court, Southern District of Florida located in Miami-Dade County, Florida for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

15.2. Dispute Resolution

15.2.1. Arbitration

If You reside in the United States, You and We agree that any dispute, claim or controversy arising out of or relating to these T&Cs or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Portal (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief (and associated legal relief) in a court of competent jurisdiction to redress or prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that You and We are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding. Further, unless both You and We

otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

15.2.2. Rules and Governing Law

This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The AAA Rules are available at www.adr.org/Rules.

15.2.3. Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Florida and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

15.2.4. Location and Procedure

Unless You and We otherwise agree, the arbitration will be conducted in Miami-Dade County, Florida, United States. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents You and We submit to the arbitrator, unless You request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

15.2.5. Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent

with the terms of the “Liability” section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. The prevailing party in arbitration will be entitled to an award of its reasonable attorneys’ fees and expenses.

15.2.6. Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

15.2.7. Changes

If We change this “Dispute Resolution” section after the date You first accepted these T&Cs (or accepted any subsequent changes to these T&Cs), You may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective. By rejecting any change, You are agreeing that You will arbitrate any Dispute between You and Us in accordance with the provisions of this “Dispute Resolution” section as of the date You first accepted these T&Cs (or accepted any subsequent changes to these T&Cs).

16. DATA PROTECTION

We take the protection of your personal data seriously. You can find detailed information about the collection, processing and use of your personal data in our [Privacy Policy](#).

17. INTELLECTUAL PROPERTY

17.1. General Intellectual Property Provisions

The Portal is protected by copyright, trademark, and other Laws of the United States and foreign countries. You acknowledge and agree that the Portal, Services, and Our content, including all associated intellectual property rights, are the exclusive property of Us or our affiliates, business partners, licensors, licensees or transferees, as the case may be (hereinafter “Our Intellectual Property”). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Portal or content. All trademarks, trade names, and source identifiers of Us used on or in connection with the Portal are trademarks or registered trademarks of Ours or our affiliates, business partners, licensors, licensees or transferees. Trademarks, trade names, and any other source identifiers of third parties used on or in connection with the Portal are used for identification purposes only and may be the property of their respective owners. You agree that You shall not assert, nor will You authorize, assist, or encourage any third party to assert, against us or any of Our affiliates, business partners, licensors, licensees or transferees, any patent or

trademark infringement or other intellectual property infringement claim with respect to the Portal.

17.2. Gotogate License

We grant Users a limited, non-exclusive, non-transferable right and license, to (i) access and use the Portal and any of Our software; (ii) access and view any of Our content solely for your use of the Portal and (iii) access and view any content to which You are permitted access, solely for your use of the Portal. You have no right to sublicense the rights granted in this section. You agree not to use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Portal or content, except as expressly permitted in these T&Cs.

18. INDEMNIFICATION

You agree and must at all times indemnify, defend and hold Gotogate and its third party suppliers or licensors, each of Gotogate's and their business partners and each of Gotogate's and their respective employees, officers, directors, managers and representatives (each an "Indemnitee" and collectively the "Indemnitees"), harmless from and against any and all losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including attorneys' fees and court costs) suffered or incurred by any of the Indemnitees as a result of any third party claim, action, suit, or proceeding arising out of or incident to (i) Your use of or access to the Portal in a manner not authorized by these T&Cs or in violation of any applicable laws, (ii) any breach by You of any term or condition of these T&Cs, including without limitation, any representation and warranty hereunder. We will promptly notify You of any claim which We become aware of and which We believe to be subject to indemnification under this Section.

19. SPECIAL CONDITIONS THAT APPLY TO CERTAIN AIRLINES

Ryanair

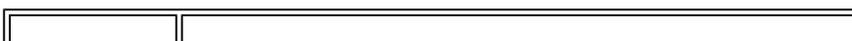
19.1. Contrary to what is set out in Section 3.1.1, you will receive confirmation directly from Ryanair.

19.2. Contrary to what is set out in Section 3.4.1, you will be informed of any changes directly by Ryanair.

19.3. Contrary to what is set out in Section 10.3.3, you will be refunded by us before we receive the refund from Ryanair, if you are entitled to a refund.

Japan Airlines

19.4. AirPass by Japan Airlines is available only to non-residents of Japan.



Service fees	<p>17 USD per passenger</p> <p>For requests to find an alternative flight option beyond the one already offered by the airline, in the event of a timetable change or cancellation by the airline (see section 3.4).</p>
	<p>45 USD per passenger</p> <p>For changes or cancellations requested by you, as well as for manual assistance such as making a new reservation or adding additional passengers (see section 3.5).</p>
	<p>73 USD per passenger</p> <p>Only applies to refund inquiries requested after the original departure date in the event of a no-show for the flight (see section 3.6).</p> <p><i>* All prices are inclusive of VAT</i></p>

Please note that any change and/or refund is subject to the airline's Contract of Carriage and the airline's fare rules. The airline may impose additional fees. We, as an intermediary, have no influence in this regard.

If the desired change leads to a more expensive ticket or if the change leads to the passenger no longer being entitled to a special price, you will be obligated to bear such costs yourself.

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