

# Terms and Conditions

Welcome to Tricket Ticket OÜ! Please read these Terms and Conditions of Use ("Terms") carefully before using or obtaining any content, products, or services through our Website or other online products and services, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court. Access to and use of the Services (defined below) is subject to acceptance of these Terms. You should also read our Privacy Policy, which also governs your use of the Services, and is incorporated by reference into this Agreement. By accessing, using or obtaining any content, products, or services through the Services, you agree to be bound by these Terms. If you do not accept all of these Terms, then please do not use the Services.

We may modify, revise or update these Terms and/or the Privacy Policy, at any time, by updating this posting. You should visit this page from time to time to review the then-current Terms, because they are binding on you. Your continued use of our Services, following the posting of conspicuous notice of any modification, will be subject to the Terms in effect at the time of your use. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular areas of the Services.

These Terms supersede any prior Tricket Ticket OÜ Terms and Conditions relating to the use of the Services that were displayed on the Services before the date stated above. Unless specifically provided, they do not supersede any additional Supplier terms for carriage, awards, or attractions provided elsewhere on the Services.

## 1. DEFINITIONS

In this document, terms that commence with a capital letter are defined in this section, in the preamble, or elsewhere in these Terms.

"Book" means to reserve.

"Content" means the text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Services, including Marks.

"Exclusive" offers are exclusive to Tricket Ticket OÜ and its Corporate Affiliates and partners.

"Mark" means trademark, trade name, service mark, trade dress, logo, custom graphics, or icon.

"Member" means an individual who has registered with the Services. Members choose a Member ID and a password.

"Member ID" means the e-mail address you use (with your password) to login to our Services.

"Services" means the Web sites, mobile applications, call center agents, and other products and services provided by Tricket Ticket OÜ, including any Content.

"Supplier" means Tricket Ticket OÜ licensors, suppliers, information providers, and travel and leisure service providers.

"Travel Services" means the airline travel, hotel accommodation, car rental, ground transportation, tours, theater tickets, attractions, travel insurance, and other items available through the Services.

"Website" means [www.alstravel.online](http://www.alstravel.online), the mobile website and any mobile application.

The terms "Services", "Marks", "Content", and "Travel Services" do not include the sites, applications, marks, content, products or services that are provided by third parties, and that are available through a link from the Services. Their use is subject to the terms set forth by their respective owners or operations.

## 2. USE OF THE SERVICES

As a condition of your use of the Services, you warrant that:

1. You are at least 18 years of age;
2. You possess the legal authority to create a binding legal obligation;
3. You will use the Services in accordance with these Terms;
4. You will only use the Services to make legitimate reservations for you or for another person for whom you are legally authorized to act;
5. You will inform such other persons about the Terms that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;
6. All information supplied by you to the Services is true, accurate, current and complete; and

7. If you have a [alstravel.online](https://alstravel.online) account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you. We retain the right at our sole discretion to deny access to anyone to the Services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms.

### **3. DISPUTES**

Tricket Ticket OÜ is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section.

You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Services, any dealings with our customer service agents, any services or products provided, any representations made by us, or our Privacy Policy ("Claims") by contacting Tricket Ticket OÜ:

Harju maakond, Tallinn, Kesklinna linnaosa, Lembitu tn 8-77, 10114, Estonia

If we are not able to resolve your Claims within 60 days, you may seek relief through in small claims court, as set forth below.

Any and all Claims will be resolved in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, travel suppliers or any companies offering products or services through us, including Suppliers, (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms.

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court, we each waive any right to a jury trial.

### **4. PRIVACY POLICY**

Tricket Ticket OÜ believes in protecting your privacy. Please click [here](#) for our current Privacy Policy which also governs your use of this Website. It contains information about how Tricket Ticket OÜ collects, uses and discloses information through the Services.

### **5. PROHIBITED ACTIVITIES**

The content and information on this Website (including, but not limited to, price and availability of travel services) as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for travel or service reservations booked through this Website, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

1. Use this Website or its contents for any commercial purpose;
2. Make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
3. Access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
4. Violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
5. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
6. Deep-link to any portion of this Website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or
7. "Frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

If your booking or account shows signs of fraud, abuse or suspicious activity, we may cancel any travel or service reservations associated with your name, email address or account, and close any associated Tricket Ticket OÜ accounts. If you have conducted any fraudulent activity, we reserve the right to take any necessary legal action and you may be liable for monetary losses to Tricket Ticket OÜ, including litigation costs and damages. To contest the cancellation of a booking or freezing or closure of an account, please contact Tricket Ticket OÜ Customer Service.

## 6. SUPPLIER RULES AND RESTRICTIONS

Additional terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. Please read these additional terms and conditions carefully. In particular, if you have purchased an airfare, please ensure you read the full terms and conditions of carriage issued by the Supplier, which can be found on the Supplier's website. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. Airfare is only guaranteed once the purchase has been completed and the tickets have been issued. Airlines and other travel suppliers may change their prices without notice. We reserve the right to cancel your booking if full payment is not received in a timely fashion.

The circumvention of an air carrier's rules, including practices such as back-to-back ticketing (booking two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden-city ticketing (booking tickets including segments which the booker does not intend to use in order to circumvent an air carrier's pricing structure), is prohibited by many air carriers. The use of prohibited ticketing practices may result in the air carrier taking actions including the cancellation of the ticket, denied boarding, revocation of frequent flier miles and other benefits, additional charges to the booker's credit card, additional charges collected at the airport, or future invoicing.

We may offer you the opportunity to book a reservation for a combination of two one-way tickets instead of a roundtrip ticket. Combined one-way tickets may provide a greater choice of flights, are often cheaper and can be combined on the same airline or on different airlines. Unlike roundtrip tickets, each one-way ticket is subject to its own rules, restrictions, and fees. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling) that causes you to make changes to the other flight, you will be responsible for any fees incurred for making changes to the unaffected flight.

Prices and fees for some low-cost flights originating overseas, or additional baggage fees for certain airlines, may be in another currency, for which we will provide an estimate in the default currency of this Website, or selected preferred currency (if applicable). As a result, when you book, the amount charged to your credit card by the airline may be slightly different due to currency fluctuations. Your statement may also include an applicable fee from your card issuer to process the transaction plus any applicable taxes for international purchases.

Law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. 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 100ml total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person.

You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

Tricket Ticket OÜ is not liable for any costs incurred due to hotel relocation.

Tickets offered at [www.alstravel.online](http://www.alstravel.online) are provided through a website operated by Amadeus.

## 7. SORT ORDER

As travelers shopping on our site, you have many options to help you find the perfect hotel, flight, car rental, cruise or activity. The "sort" settings allow you to order search results to your preference, whether based on price, verified review score, or other criteria. The "filter" settings also allow you to include or exclude various options to suit their travel needs. If no options are selected, we will show a range of relevant options in the search results, based on the criteria outlined below:

**Lodging:** Our default sort order reflects the relevance of properties to your search criteria, as we want to make sure you are able to quickly and easily find the offer that is right for you. We measure relevance by taking into account factors like a property's location, its review scores, the popularity of the property (measured by how many travelers on our sites make bookings at that property), the quality of the content provided by the property, and the competitiveness of the property's rates and availability, all relative to other properties meeting your chosen search

criteria. The compensation which a property pays us for bookings made through our sites is also a factor for the relative ranking of properties with similar offers, based on the relevance factors described above. On our non-default sorts (for example, if you sort by price or by star rating), we will order properties with similar results based on the factors above.

Flights: Our default sort order is based on lowest price. In cases where two flights have the same price, the shorter flight is listed first.

Car Rental: Our default sort order is primarily driven by price, but we may consider other relevant factors such as popularity, customer reviews, convenience of pickup location, and car type or category.

Cruise: Our default sort order is based on a number of relevant factors such as cruise line rating, ship rating, price per day, origin rating, destination rating, length of cruise, and booking window.

Additionally, we continually optimize our service to provide you with the best experience. Accordingly, we may test different default sort order algorithms from time to time.

## **8. CANCELLATION AND AMENDMENT CHARGES FOR AIR BOOKINGS**

We don't charge a fee to change or cancel your airline booking online; however, if you call us to change or cancel your airline booking more than 24 hours after your booking is complete, we will charge you an agent assistance fee of €25.00 per passenger which is in addition to any change fee charged by the airline. This agent assistance fee only applies to bookings involving an air booking.

## **9. PREPAID HOTEL RESERVATIONS**

You acknowledge that we pre-negotiate certain room rates with hotel suppliers to facilitate the booking of reservations. You also acknowledge that we provide you the Services to facilitate such booking of reservations for a consideration (the "facilitation fee"). The room rate displayed on the Website is a combination of the pre-negotiated room rate for rooms reserved on your behalf by Tricket Ticket OÜ and the facilitation fee retained by Tricket Ticket OÜ for their Services. You authorize Tricket Ticket OÜ to book reservations for the total reservation price, which includes the room rate displayed on the Website, plus tax recovery charges, service fees, and where applicable, taxes on Tricket Ticket OÜ Services. You agree that your credit card will be charged by Tricket Ticket OÜ for the total reservation price. Upon submitting your reservation request, you authorize Tricket Ticket OÜ to facilitate hotel reservations on your behalf, including making payment arrangements with hotel suppliers.

You acknowledge that except as provided below with respect to tax obligations on the amounts we retain for our Services, Tricket Ticket OÜ does not collect taxes for remittance to applicable taxing authorities. The tax recovery charges on prepaid hotel transactions are a recovery of the estimated taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc.) that Tricket Ticket OÜ pays to the hotel supplier for taxes due on the hotel's rental rate for the room. The hotel suppliers invoice Tricket Ticket OÜ for certain charges, including tax amounts, and are responsible for remitting applicable taxes to the applicable taxing jurisdictions. Tricket Ticket OÜ does not act as a co-vendor with the Supplier with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by Tricket Ticket OÜ to the Suppliers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel by our customers. We retain service fees as additional compensation in servicing your travel reservation. Service fees retained by Tricket Ticket OÜ for our Services vary based on the amount and type of hotel reservation.

You may cancel or change your prepaid hotel reservation, but you will be charged the cancellation or change fee indicated in the rules and restrictions for the hotel reservation. If you do not cancel or change your reservation before the cancellation policy period applicable to the hotel you reserved, which varies by hotel (usually 24 to 72 hours) prior to your date of arrival, you will be subject to a charge equal to applicable nightly rates, tax recovery charges and service fees. In the event you do not show for the first night of the reservation and plan to check-in for subsequent nights in your reservation, you must confirm the reservation changes with us no later than the date of the first night of the reservation to prevent cancellation of your reservation.

You agree to pay any cancellation or change fees that you incur. In limited cases, some hotels do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation. You agree to abide by the Terms imposed with respect to your prepaid hotel reservations.

Sales, use and/or local hotel occupancy taxes are imposed on the amounts that we charge for our Services (service fee and/or facilitation fee) in certain jurisdictions. The actual tax amounts on our Services may vary depending on the rates in effect at the time of your hotel stay.

You may not book reservations for more than 8 rooms online for the same hotel/stay dates. If we determine that you have booked reservations for more than 8 rooms in total in separate reservations, we may cancel your reservations, and charge you a cancellation fee, if applicable. If you paid a non-refundable deposit, your deposit will be forfeited. If you wish to book reservations for 9 or more rooms, you must contact Tricket Ticket OÜ group travel specialists by phone at +359 89 8449878 or by filling out the group travel form online. One of our group travel specialists will research your request and contact you to complete your reservation. You may be asked to sign a written contract and/or pay a nonrefundable deposit.

Some Suppliers may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by Tricket Ticket OÜ for your hotel booking.

## **10. PAY NOW OR PAY LATER DETAILS**

With certain hotels, you may be presented with the option to pay online now or pay later at the hotel. If you select the "Pay Online Now" option, Tricket Ticket OÜ will charge the amount to your credit card. If you select "Pay Later at the Hotel", the hotel will charge your credit card in the local currency at the time of your stay. Please note that taxes and fees vary between the two payment options. Tax rates and foreign exchange rates could change in the time between booking and stay.

## **11. INTERNATIONAL TRAVEL**

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. Tricket Ticket OÜ has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

**Passport and Visa:** You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.

**Health:** Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

**Disinsection:** Although not common, most countries reserve the right to disinsect aircraft if there is a perceived threat to public health, agriculture or environment. The World Health Organization and the International Civil Aviation Organization have approved the following disinsection procedures: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board.

BY OFFERING RESERVATIONS FOR TRAVEL PRODUCTS IN PARTICULAR INTERNATIONAL DESTINATIONS, Tricket Ticket OÜ DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

## **12. BANK AND CREDIT CARD FEES**

Some banks and credit card companies impose fees for international transactions. This means the amount listed on your credit or bank card statement may be in your local currency and therefore a different figure than the figure shown on the billing summary page for a reservation booked on the Website. Booking international travel may be considered to be an international transaction by the bank or card company, since Tricket Ticket OÜ may pass on your payment to an international travel supplier. The currency exchange rate and foreign transaction fee is

determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

### **13. LIMITATION OF LIABILITY**

The Information, Software, Products and Services published on this Website may include inaccuracies or errors, including pricing errors. In particular, Tricket Ticket OÜ does not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the hotel, air, cruise, car and other travel products and services displayed on this Website (including, without limitation, the pricing, photographs, list of hotel amenities, general product descriptions, etc.). In addition, Tricket Ticket OÜ expressly reserves the right to correct any pricing errors on our Website and/or reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your reservation at the correct price or we will cancel your reservation without penalty.

Hotel ratings displayed on this Website are intended as only general guidelines, and Tricket Ticket OÜ does not guarantee the accuracy of the ratings. Tricket Ticket OÜ and its Suppliers make no guarantees about the availability of specific products and services. Tricket Ticket OÜ and its Suppliers may make improvements and/or changes on the Website at any time.

Tricket Ticket OÜ and its Suppliers make no representations about the suitability of the information, software, products and services contained on this Website for any purpose, and the inclusion or offering of any products or services on this Website does not constitute any endorsement or recommendation of such products or services by Tricket Ticket OÜ. All such information, software products, and services are provided "as is" without warranty of any kind. Tricket Ticket OÜ and its Suppliers disclaim all warranties and conditions that this Website, its servers or any email sent from Tricket Ticket OÜ and/or its respective suppliers are free of viruses or other harmful components. Tricket Ticket OÜ and its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products and services, including all implied warranties and conditions of merchantability, fitness for a particular response, title and non-infringement.

The carriers, hotels and other suppliers providing travel or other services on this Website are independent contractors and not agents or employees of Tricket Ticket OÜ. Tricket Ticket OÜ is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. Tricket Ticket OÜ has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.

In no event shall Tricket Ticket OÜ and/or its Suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of the Services or with the delay or inability to access, display or use the Services (including, but not limited to, your reliance upon opinions appearing in these Services; any computer viruses, information, software, linked sites, products and services obtaining through the Services; or otherwise arising out of the access to, display of or use of the Services) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if Tricket Ticket OÜ and/or its Suppliers have been advised of the possibility of such damages.

If, despite the limitation above, Tricket Ticket OÜ or its Suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of Tricket Ticket OÜ and its respective suppliers will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to Tricket Ticket OÜ in connection with such transaction(s) on this Website.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose. The limitations of liability provided in these Terms inure to the benefit of Tricket Ticket OÜ and/or its respective suppliers.

### **14. INDEMNIFICATION**

You agree to defend and indemnify Tricket Ticket OÜ and/or its respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses,

damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

1. Your breach of these Terms or the documents referenced herein;
2. Your violation of any law or the rights of a third party; or
3. Your use of the Services.

#### **15. LINKS TO THIRD-PARTY SITES**

This Website may contain hyperlinks to websites operated by parties other than Tricket Ticket OÜ. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

#### **16. SOFTWARE AVAILABLE ON THIS WEBSITE**

Any software that we make available to download from this Website ("Software") or through your mobile application store, including the Tricket Ticket OÜ mobile application (the "Mobile Application") is the copyrighted work of Tricket Ticket OÜ and/or our respective suppliers. Your use of such Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any Software made available for download on this Website not accompanied by a License Agreement, we hereby grant to you, the user, a limited, personal, non-exclusive, nontransferable license to download, install and use the Software and/or the Mobile Application for viewing and otherwise using this Website and/or accessing the content and information available within the Mobile Application (including, without limitation, price and availability of travel services) in accordance with these Terms and for no other purpose.

Please note that all Software, including, without limitation, all HTML code and Active X controls contained on this Website, is owned by Tricket Ticket OÜ and/or its Suppliers, and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

#### **17. CURRENCY CONVERTER**

If a currency converter is available on the Website, the following terms and conditions apply: Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes are not updated every day. Check the date on the currency converter feature for the day that currency was last updated. The information supplied by this application is believed to be accurate, but Tricket Ticket OÜ and/or its Suppliers do not warrant or guarantee such accuracy. When using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates. We do not authorize the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution, and use of this information for commercial purposes.

#### **18. REVIEWS, COMMENTS, PHOTOS AND OTHER SUBMISSIONS**

We appreciate hearing from you. Please be aware that by submitting content to this Website by electronic mail, postings on this Website or otherwise, including any hotel reviews, photos, videos, questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "Submissions"), you grant Tricket Ticket OÜ and the affiliated, co-branded and/or linked website partners through whom we provide service (collectively, the "Tricket Ticket OÜ Affiliates"), a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (b) use the name that you submit in connection with such Submission. You acknowledge that Tricket Ticket OÜ may choose to provide attribution of your comments or reviews (for example, listing your name and

hometown on a hotel review that you submit) at our discretion, and that such submissions may be shared with our supplier partners. You further grant Tricket Ticket OÜ the right to pursue at law any person or entity that violates your or Tricket Ticket OÜ rights in the Submissions by a breach of these Terms. You acknowledge and agree that Submissions are non-confidential and non-proprietary. You expressly waive any and all 'moral rights' (including rights of attribution or integrity) that may subsist in your Submissions and agree that you have no objection to the publication, use, modification, deletion or exploitation of your Submissions by us, the Tricket Ticket OÜ Affiliates or any of our partners or licensees. We take no responsibility and assume no liability for any Submissions posted or submitted by you. We have no obligation to post your comments; we reserve the right in our absolute discretion to determine which comments are published on the Website. If you do not agree to these Terms, please do not provide us with any Submissions.

You are fully responsible for the content of your Submissions, (specifically including, but not limited to, reviews posted to this Website). You are prohibited from posting or transmitting to or from this Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Website. You acknowledge that Tricket Ticket OÜ may exercise its rights (e.g. use, publish, delete) to any content you submit without notice to you. If you submit more than one review for the same hotel, only your most recent submission is eligible for use.

Tricket Ticket OÜ claims no ownership, affiliation with, or endorsement of any photos that are submitted by end users through our sites.

## **19. COPYRIGHT, TRADEMARK, AND PATENT NOTICES**

Tricket Ticket OÜ and all other Marks that appear, are displayed, or used on the Services are registered or common law trademarks or service marks of Tricket Ticket OÜ and its Suppliers. These Marks may not be copied, downloaded, reproduced, used, modified, or distributed in any way without prior written permission from Tricket Ticket OÜ or the relevant Provider, except as an integral part of any authorized copy of the Content.

### **Associated Press Copyright Notice**

Associated Press ("AP") text, photo, graphic, audio, and/or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither these AP materials nor any portion thereof may be stored in a computer except for personal and non-commercial use. AP will not be held liable in any way to the user of the Services or to any third party or to any other person who may receive information in the Services or to any other person whatsoever, for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing or occasioned thereby. Corporate, governmental, and institutional users may use portions of the Service for internal printed communications and memoranda.

## **20. ACCOUNT TERMINATION**

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Tricket Ticket OÜ has adopted a policy of terminating, in appropriate circumstances and at Tricket Ticket OÜ sole discretion, subscribers or account holders who are deemed to be repeat infringers. Tricket Ticket OÜ may also at its sole discretion limit access to the Website and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. If you believe that an account holder or subscriber is a repeat infringer, please provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer when filing your notice.

## **21. NOTICE OF INFRINGING MATERIAL**

If you believe in good faith that materials hosted by us infringe your copyright, you (or your agent) may send us a written notice that includes the following information. Please note that we will not process your complaint if it is not properly filled out or is incomplete. Any misrepresentations in your notice regarding whether content or activity is infringing may expose you to liability for damages.



1. A clear identification of the copyrighted work you claim was infringed.
  2. A clear identification of the material you claim is infringing on the Website, such as a link to the infringing material.
  3. Your address, email address and telephone number.
  4. A statement that you have a "good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law."
  5. A statement that "the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
  6. A signature by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- You may send us your notice by email to [info@tricketticket.online](mailto:info@tricketticket.online)

## **22. COUNTER NOTICES**

If material you have posted has been taken down, you may file a counter-notification by fax or regular mail that sets forth the items specified below. You may want to seek legal counsel prior to doing so. Please include the following details:

1. Identification of the specific content that was removed or disabled and the location that content appeared on Tricket Ticket OÜ Website. Please provide the URL address if possible.
2. Your name, mailing address, telephone number and email address.
3. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification."

Sign the paper.

Send the written communication to the following address:

Tricket Ticket OÜ

Harju maakond, Tallinn, Kesklinna linnaosa, Lembitu tn 8-77, 10114, Estonia

e-mail: [info@tricketticket.online](mailto:info@tricketticket.online)

Phone: +372 56873270

## **23. GENERAL**

You agree that no joint venture, partnership, or employment relationship exists between you and Tricket Ticket OÜ as a result of this Agreement or use of the Services.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use.

If any part of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of this Agreement at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Tricket Ticket OÜ with respect to the Services and your dealings and relationships with us, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial, arbitration or any other administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Fictitious names of companies, products, people, characters, and/or data mentioned on this Website are not intended to represent any real individual, company, product, or event.

Any rights not expressly granted herein are reserved.

## **24. CONTACT INFORMATION**

If you have any questions or concerns about these Terms or if you need further assistance with respect to access to or use of the Services offered by Tricket Ticket OÜ you may contact our Customer Service department as indicated below. We will attempt to respond to your questions or concerns promptly after we receive them.

Harju maakond, Tallinn, Kesklinna linnaosa, Lembitu tn 8-77, 10114, Estonia

e-mail: [info@tricketticket.online](mailto:info@tricketticket.online)

Phone: +372 56873270