

GENERAL TERMS AND CONDITIONS OF BUSINESS AND BOOKING (GTC 2024)

GENERAL

The present General Terms and Conditions of Business and Booking ("GTC") apply to travel contracts which

- BTU Business Travel Unlimited Reisebürogesellschaft m.b.H. ("BTU"),
- AX Travel Management GmbH ("AX"),
- Herburger Business Travel GmbH ("HBT")

hereinafter referred to as the "SUPPLIER", sometimes also under the brand "BEasy", arranges with companies ("Client", "Customer") as a travel agent within the framework of an agency contract for travel management. These GTC shall be deemed to be agreed as soon as the *Client* submits a written request for the provision of services to the SUPPLIER and the SUPPLIER confirms this request in form of an offer with uncontradicted reference to the use and publication of the GTC on the homepage or performs the contractual service. The GTC thus form a basis of the concluded agency agreement. Individual agreements with companies take precedence over this agreement but supplement it in the event of regulatory gaps.

This version of the GTC is a translation of the German version of the GTC of the SUPPLIER into the English language. In the event of interpretation difficulties, misunderstandings or loopholes etc., the current German version of the GTC shall take precedence.

As a travel agent, the SUPPLIER brokers travel contracts for travel services (individual services, travel arrangements) between the *customer* (company) on the one hand and the service provider on the other (agency agreement). Within the scope of the contract, the SUPPLIER also provides travel-related ancillary services such as the organisation of travel permits, fulfilment of individual requests for additional offers, review of travel compensation and risk management, as well as the fulfilment of welfare obligations within the context of global travel management. The travel contracts for booked services brokered by the SUPPLIER are concluded between the brokered service providers (airlines, hotels, car rental companies, visa services, railways, tour operators etc.) and the company and are provided by the service providers. The SUPPLIER is not a party to the contract. Contractual conditions and general terms and conditions of business and travel of these service providers are not affected by these GTC and retain their validity. For selected services, the SUPPLIER commissions subcontractors (eg. rail, provision of visa, hotline, travel compensation, etc) to fulfil its contractual obligations and service offerings. If these services are used, the following rules for cooperation shall also apply. Bookings are subject to a joint agreement concluded for business purposes. Business trips organised and carried out on the basis of a framework agreement are not subject to the scope of the Federal Act on Package Travel and Related Travel Services (Package Travel Act [PRG]).

The commissioning company is responsible for ensuring that its ordering employees are aware of the GTC.

ORDER AND CONFIRMATION OF THE SERVICE

The order of the respective travel service with all personal and factual information necessary for the offer is made by telephone or electronically (mail, tool, application, etc.).

Necessary details are: Name (First and last name according to the reading line in the passport), E-Mail address, mobile telephone number, Date of birth, travel dates, accommodation requirements, mobility restrictions, etc. The order will be processed by the SUPPLIER as agreed (booked as standard in the Global Distribution System, a central reservation system, (GDS) and confirmed in the form of a non-binding offer. In the offer, the SUPPLIER shall state all essential travel conditions such as fare, taxes, cancellation and rebooking fees, prescribed dead-lines (eg. time limits, restrictions on length of stay, dates of issue, etc) for issuing the air fare. A fare guarantee from service providers (eg. airlines) only exists if the offer is accepted immediately and the contract documents (tickets, vouchers) are issued. Surcharges for rebookings depend on the fare and availability and can only be announced at the time of rebooking. The services offered by the SUPPLIER are non-binding and subject to change until acceptance of the offer by the *customer*; the contract between the *customer* and the service provider shall only be concluded upon written acceptance of the offer. The *customer* is responsible for compliance with the deadlines specified in the offer (eg. stay restrictions, time limits). In the event of non-compliance, he shall bear all consequences resulting therefrom (eg. tariff increases). For more information, see 'Use of airline tickets'. *Customer* requests received by the SUPPLIER (eg. seating, room locations, etc.) shall constitute a commitment to use. They are non-binding and do not give rise to a legal claim until they have been confirmed by the service provider in the sense of a specification. The same applies to the registration of the ticket within the framework of frequent flyer programs by the SUPPLIER. Self-bookings by the ordering party via a self-booking tool shall be deemed to be "untouched by the SUPPLIER" (no control) and shall be issued immediately. The travel contract comes into effect with the completion of the booking in the tool.

All flight times and fares offered in the quote are subject to change by the service providers. Bookings by the SUPPLIER via distribution channels other than the GDS such as the internet or via a self-booking tool (eg. system Travelfusion) are subject to separate regulations. The same also applies to group bookings.

For *customers* who have a regular business relationship with the SUPPLIER, the SUPPLIER costs associated with the order and the general method of processing the business case are known to the booking employees. The same applies to private bookings by the customer's employees and group reservations.

As a matter of principle, it is assumed by the SUPPLIER when taking the order that the ordering party is aware of the client's travel policy valid at the time, i.e. bookings deviating from this are deemed to be authorised for the SUPPLIER.

TIME LIMIT AND TICKET ISSUE

Time limit means the airline's determination of a time by which the ticket must be issued at the latest. If airlines request early ticket issuance through fixed advance booking deadlines, the *SUPPLIER* will inform the *customer* of this in the offer. If the customer does not confirm the ticket issue in time, this may result in additional costs (r cancellation) for which the *customer* is responsible.

Tickets will be issued after written confirmation of the offer by the customer. The confirmation must be received during office opening hours, otherwise the issue can only be carried out on the next working day. In urgent cases, binding confirmations or orders may also be issued verbally; such confirmations shall be documented by the *customer* without delay.

Upon confirmation of the offer, the *customer* shall simultaneously enter into a contract with the *SUPPLIER* for the respective consulting or booking service, for which the terms and conditions of the service providers agreed upon at the time of confirmation as well as the GTC of the *SUPPLIER* shall apply. At the same time, the company enters into a contract with the service provider for the provision of the mediated service. The tariff status is the respective dispatch date of the confirmation.

All fares quoted in the offer or ticket are exclusive of the service/handling fee and ticket service charge (TSC) as well as the Network Access Fee agreed with the *SUPPLIER*. The airline segment fees, the GDS (=CRS) system fee and the Private Channel Access Charge (PCAC) are charged separately.

DELIVERY, TRANSMISSION OF DOKUMENTS AND THEIR COSTS

After confirmation of the offer, the *customer* will receive an electronic Passenger Receipt/Ticket, which must be carried on the entire journey. The dispatch of contractual documents shall be determined by the *SUPPLIER* and, in the absence of a deviating regulation, shall be at the expense and risk of the *customer*. Where legally permissible and possible, this is generally done electronically. The address last notified to the *SUPPLIER* (including e-mail address) shall be deemed to be the delivery/contact address. Changes are to be notified by the *customer* without delay (written notification recommended). In the case of postal transmission, the approximate delivery costs will be disclosed before dispatch. The risk of destruction, loss, damage, incorrect delivery (spam or junk mail) or delayed delivery of a consignment shall pass to the *customer* when the contractual documents are handed over to the carrier or sent to the *customer*. In the event of a defective delivery, the *SUPPLIER* shall not be liable for any consequences whatsoever.

CHECK FOR COMPLETENESS/CORRECTNESS

The *customer* is obliged to check the travel documents (offers, tickets, visas, etc) immediately after receipt for completeness and factual correctness of the information/dates and any discrepancies and incompleteness. Such discrepancies shall be notified immediately for correction. If no feedback is received from the *customer*, the information in the reservation shall be deemed to be correct. Complaints and corrections will not be made free of charge by the *SUPPLIER* as of the day following transmission of the documents.

ENTRY REQUIREMENTS

The traveller is solely responsible for knowledge and procurement of information concerning entry regulations and the availability and validity of the documents required for travel. The traveller is obligated to comply with the recommended and prescribed health and entry regulations of the transit and destination countries as well as the travel instructions of his/her company. The *SUPPLIER* shall have no obligation to provide information about generally known conditions and travel regulations of the destination country and place, and any

liability in this regard is expressly excluded. Information can be found at <https://www.bmeia.gv.at/reise-aufenthalt/reiseinformation/> or at the Institute for Travel and Tropical Medicine (www.tropeninstitut.at). This also includes information on entry, visa and vaccination regulations for the countries visited. In particular in times of crisis (eg. pandemics), voluntary information on entry requirements is provided to the best of our knowledge and belief without guarantee or liability for its correctness due to the volatility of the factual and legal situation and the frequency of changes. The *SUPPLIER* shall not be liable for compliance with the entry regulations (eg. customs and foreign exchange requirements) of the destination country and the carrier. To provide against emergencies, the traveller also has the option of registering on the BMEIA website (<https://www.bmeia.gv.at/reise-aufenthalt/auslandsservice/reiseregistrierung/>).

USE OF FLIGHT TICKETS

The International Conditions of Carriage of IATA (published on the respective website of the *SUPPLIER*), these GTC and the Conditions of Carriage of the respective service provider booked and used as well as the conditions stated in the offer or ticket apply to the use of air tickets.

These conditions stipulate, among other things, that flights may only be taken in the continuous order of the flight coupons. The *customer's* decision not to fly a part of the journey may therefore lead to a cancellation or a fare increase (resulting in an additional charge). This also applies if passengers stay longer than booked at transit points, especially if these points are expressly marked as „transit“ in the ticket. Furthermore, it may make sense to buy separate tickets for one journey for cost reasons. The passenger is aware of the possible consequences resulting therefrom (eg. delays, check-through, luggage transport). *SUPPLIER* does not assume any additional costs or liability for onward transport in the event of unplanned changes. It is the responsibility of the traveller to take timely action regarding his/her travel if disruptions in flight operations have been publicly announced (eg. media).

The *SUPPLIER* has no information about the actual use or non-use of purchased tickets or legs of the journey and does not provide any documentation in this regard. Airlines check bookings according to the criteria of IATA Resolution 830a and, eg. in the case of „no show“, charge travel agencies subsequently with handling fees, which the *SUPPLIER* charges to the ordering company in the event of a cancellation. The *SUPPLIER* is not obligated to inform the *customer* about cancellations/changes of travel dates or routes after tickets have been issued; this obligation remains with the *customer*. However, the *SUPPLIER* will make every effort to inform the *customer* of any changes during the *SUPPLIER* 's opening hours if the relevant information is available in good time. The prerequisite for this is the availability of complete contact information for the traveller (eg. telephone number and e-mail).

REFUND OF TICKETS (REFUNDS)

The *SUPPLIER* must be actively informed of the non-use of electronic flight coupons if they are to be submitted for refund. Partially used tickets and goodwill solutions must be submitted to the airlines, which reserve a processing period of up to 6 months.

The *SUPPLIER* will not receive any information about the actual refund of the submitted amounts.

Refunds are not carried out by airlines free of charge. The fees charged by the airlines vary according to the amount of work involved. The *SUPPLIER* acts only as an intermediary in this regard and passes these fees on to the *customer*, including a *SUPPLIER* handling fee.

INTERNET BOOKING ENGINE (SELF-BOOKING TOOL)

Upon request, the *SUPPLIER* will provide its *customers* with a self-booking tool on the internet, which the *customer* can use to make immediate bookings with service providers. Use of the

system is subject to its own separately agreed conditions (SLA – Service Level Agreement).

The *SUPPLIER* shall act only as a system provider for transmitting booking information and as a ticketing agent for issuing tickets. *SUPPLIER* accepts no liability whatsoever with regard to the functionality and usability of the system, the use of access, the display of prices, compliance with booking and tariff conditions, and entries for data processing and the form of payment. Any subsequent charges by the airlines will be passed on to the *customer*.

CHECK-IN TIMES

Compliance with the necessary check-in times is the responsibility of the passenger. Web check-in is to be carried out by the *customer*. The passenger is responsible for arriving on time at the departure gate and must therefore also allow time for security checks at the airports. The travel agency is not responsible for the punctuality of the stated connections to the airport.

RAIL RESERVATIONS

The *SUPPLIER* also offers selected rail products for the Austrian and German markets. Likewise, rail services of the common European railways are also offered via the internet. Seat reservations with the rail provider will be announced according to the customer's wishes, but are only the input of a preference, which cannot be guaranteed. The railway's system only allows a specific choice of seat at the time of booking.

When making a booking request, all rail related personal and travel details required for the booking must be provided.

In accordance with Regulation 2021/782 (Regulation on the rights and obligations of passengers in rail transport), we would like to inform you that when multiple separate tickets are bundled in a single transaction, they are considered as separate contracts of carriage. A single transaction refers to the purchase of multiple documents at the same time with just a single payment at the suggestion of the organizer. Bundled tickets in one transaction do not constitute as transit tickets and do not offer the same level of protection as transit tickets, which provide higher passenger rights, such as compensation for delays.

RAIL TICKET RETURN

Once issued, rail tickets can no longer be rebooked or cancelled free of charge; fees set by the railway company will apply and will be deducted. For tickets purchased within the framework of the ÖBB-Business account, other rules set by ÖBB apply, which are laid down in the direct contract between the *customer* and ÖBB. When the ticket is sent, the liability for this document is transferred to the recipient. In case of loss of rail tickets, no replacement is possible on the part of the railway company.

RETURN OF PARKING TICKETS FOR VIENNA AIRPORT

Credit balances of parking tickets purchased from the *SUPPLIER* cannot be refunded.

EMERGENCY-HOTLINE:

www.btu.at/unternehmen/standorte

The *SUPPLIER* offers a personal emergency service outside office hours (MON.- FRI. 8 a.m. – 6 p.m., except public holidays) for same-day or next business day travel. Reservations of flight tickets, new bookings, rebookings, rental cars, hotel rooms can only be booked for travellers in emergencies in the GDS, not via other distribution channels (eg. online). In certain cases, including flight cancellations and delays, it may occur that only the airlines themselves can provide on-site assistance. New bookings within the scope of the emergency service shall only be made if the traveller has been set up as a regular *customer* with a profile at the *SUPPLIER*. Orders that can also be processed during office hours due to lack of urgency, as well as general information and other assistance, are not considered emergencies. The *SUPPLIER* reserves the right to charge the additional costs of

these services in the event of unjustified use of the emergency service.

APPLICATION FOR TRAVEL AUTHORISATION

A travel authorisation is a document confirming that a traveller is permitted to enter a country, eg. visa, ESTA (a virtual entry permission) eTA, etc. Upon request, the *SUPPLIER* or third parties acting on behalf of the *SUPPLIER* as intermediaries or service providers will inform and apply for a travel permit from government authorities on behalf of the traveller. BTU shall not assume any liability for the completion of the order after it has been placed with the service partner. This shall be on the assumption that the traveller is an Austrian citizen. If the traveller is not an Austrian citizen, the person making the booking is obliged to inform them of this at the time of booking. The traveller shall inform himself/ herself about the deadlines and time periods required to obtain the necessary documents.

Requirements for visa applications by the *SUPPLIER* or third parties on behalf of the *SUPPLIER*: The traveller must provide the complete travel information. Changes to the data cannot be made after the data has been provided and the order has been forwarded to the authorities.

The necessary documents shall be provided in full and in good time.

Insofar as deadlines are stated, these apply from receipt of the documents. Processing durations are indicative; a maximum duration is not guaranteed unless expressly stated. The *SUPPLIER* has no influence on the processing time of an application by state authorities. Upon request, travellers must provide improved documents/data without delay or otherwise cooperate with the application. These additional requirements must be met by the traveller himself/herself; The *SUPPLIER* does not act as an intermediary in this regard; communication takes place directly between the authorities and the traveller; The *SUPPLIER* is not responsible for any extended processing times.

The procurement fees apply from/until receipt of the documents and exclude the cost of the visa. For further information, please visit the relevant website of the *SUPPLIER*. The traveller shall indemnify *SUPPLIER* against all claims, sanctions and criminal prosecutions by authorities, including the immigration/foreigners/border protection authorities or an embassy or consulate, if it is found that the *customer* and/or one of the travellers knowingly or unknowingly provided false, incomplete or fraudulent data and/or documents. The decision as to whether or not to grant a requested (inward) travel authorisation depends on circumstances beyond the control of the *SUPPLIER*. The *SUPPLIER* cannot guarantee that the requested application will result in the granting of a (single) travel permit. The traveller acknowledges that even if a travel permit is available, actual entry or stay may be refused for other reasons beyond the control of the *SUPPLIER*. Even in the event that a valid (entry) travel permit is not issued within an average processing period despite submission of an application, for example due to rejection of the application by the state authority, the *SUPPLIER* shall have fulfilled its obligation to make efforts and shall be entitled to full payment. The *SUPPLIER* shall not be liable for any direct, indirect, material, immaterial consequential or corporate damage (such as lost revenue or profit) suffered by the *customer* as result of the commissioning of travel permits, except in cases of gross negligence and intent.

HOTEL RESERVATIONS

For hotel reservations, the prices at the time of booking for the booked room category/service (eg. incl. or excl. breakfast) as well as the booking conditions will be announced. The *SUPPLIER* shall not be liable for possible additional charges and taxes such as local fees, statutory VAT, service charges and their possible increase as well as additional services. It is common practice for hotels to hold reservations only until 4:00 p.m./6:00 p.m. on the day of arrival, unless the reservation is guaranteed with a credit card. If the customer does not

guarantee the reservation with a credit card, he/she is responsible for observing this check-in deadline.

At the customer's special request, *the SUPPLIER* will guarantee compliance with the above deadline with the hotel. This requires a written commitment from the *customer* to *the SUPPLIER*. Should the traveller fail to comply with the reservation guaranteed in this manner, he/she shall bear all consequences/costs arising therefrom. If the hotel charges costs to *the SUPPLIER*, *the SUPPLIER* will charge these costs to the company in addition to *the SUPPLIER* handling fee.

When booking conferences and groups in hotels, the special conference conditions of the individual hotel apply, which we will send with the booking upon request.

CAR HIRE RESERVATIONS

In the event that *the SUPPLIER* arranges a rental car, the *customer* shall conclude a rental agreement with the respective car rental company. *the SUPPLIER* has no influence on the form, conclusion, and execution of the rental contracts; the respective rental terms and conditions of the provider shall apply. In the event of premature return, delayed pick-up (eg. due to flight delay), or if a rental car is not used, there shall be no claims for reimbursement against *the SUPPLIER*. Only one vehicle category can be specified at a time for rental car reservations. Each category includes vehicles from different manufacturers of approximately the same type. A customer request for a specific vehicle type will be forwarded by *the SUPPLIER* to the rental car station in the sense of a commitment to use the vehicle, but is non-binding and does not constitute a legal claim. The prices stated in the booking confirmation are binding. If *the SUPPLIER* issues a car rental voucher with the note „Full Credit“, the passenger shall be liable to *the SUPPLIER* up to the total amount of the order. Please make sure that you are aware of the equipment and insurance at the time of booking and of any necessary additional services at the time of pick-up of the vehicle. The *customer* is solely responsible for the services contractually agreed upon at the time of pick-up.

LIABILITY / COMPLAINTS

As a travel agent, *the SUPPLIER* only provides agency services and, to the extent that a limitation is legally permissible, is therefore liable only in the event of its own breach of the agency agreement due to intent or gross negligence. *the SUPPLIER* shall be liable for the consequences of booking errors (eg. typing errors), provided that these are not due to erroneous or incorrect or incomplete information provided by the *customer* or to unavoidable and extraordinary circumstances. Consequently, no liability shall be assumed for damages, losses, non-observance of deadlines, etc. caused by a defect in a service booked through *the SUPPLIER* with a service provider. *the SUPPLIER* shall not be liable for any damages, either direct or indirect, resulting from flight cancellations or travel restrictions due to national and international entry restrictions, irrespective of the cause, except in cases of mandatory legal provisions. *the SUPPLIER* shall assume neither liability nor a guarantee for the conclusion, performance, provision, or consequences of the non-conclusion of the brokered service contract or for the provision of a service that was not brokered or promised by *the SUPPLIER*, or for the services booked by the traveller himself/herself in the tool. This shall apply in any case in the event that the services booked via *the SUPPLIER* are not provided for reasons for which *the SUPPLIER* is not responsible (eg. overbooking, force majeure, delays or strike).

Likewise, *the SUPPLIER* assumes no liability for the accuracy and completeness of the information provided by service providers or for their conduct. Based on the contract concluded between the *customer* and the service provider, the *customer* has direct claims against the service provider and must negotiate directly with the service provider as to how a claim for reimbursement and transportation is to be

implemented. Complaints must always be made on the spot in order to give the service provider the opportunity to rectify the situation. Any liability shall be governed exclusively by the general terms and conditions of the service provider and, in the case of mediated air transport, additionally by the statutory provisions of the Air Transport Act for domestic flights and, insofar as applicable to the respective flight, the provisions of the Warsaw Convention or the Montreal Convention. With exception of gross negligence, the liability of the travel agency shall be limited in individual cases to the value of the underlying travel service.

the SUPPLIER shall not be liable for the accuracy/up-to-dateness of personal data transmitted to the airlines within the scope of APIS (Advance Passenger Information System) with a flight booking.

PANDEMIC DISCLAIMER

The traveller is solely responsible for knowing and obtaining information about entry regulations and the validity of travel documents. *the SUPPLIER* is not obligated to provide information on entry requirements to the traveller, and any liability in this regard is expressly excluded. In times of crisis (eg. pandemics), voluntary information on entry requirements is provided to the best of our knowledge and belief, but due to the volatility of the factual and legal situation as well as the frequency of changes, no guarantee or liability is assumed for its correctness. *the SUPPLIER* shall not be liable for any damage, whether direct or indirect, resulting from flight cancellations or travel restrictions due to national entry restrictions, regardless of the cause, outside of mandatory statutory provisions.

EXAMINATION OF CLAIMS FOR COMPENSATION

the SUPPLIER actively informs (via a subcontractor) its *customers* about claims for compensation due to flight delays in accordance with the „Air Passenger Regulation“ (EU Regulation No. 261/2004). In order to verify a possible claim, booking data (e.g. Passenger Name Record – so-called „PNR data“ such as booking code, flight number, date, flight route, *customer* number, e-mail address) of the person making the booking will be transmitted to a travel compensation company. After *the SUPPLIER* has informed the *customer* that he or she is entitled to compensation, the *customer* may submit a request for compensation in his or her own name and conclude a contract with the respective travel compensation company. Any liability of *the SUPPLIER* in connection with the enforcement of compensation claims is excluded.

MOBILE TRAVEL PORTAL

Upon request, *the SUPPLIER* shall provide its *customers* with access to a mobile, client-capable internet-based travel portal and a mobile APP 'My Way by BTU'. In the event that this mobile service is used, the general terms and conditions of the mobile APP shall apply in addition to these GTC. These GTC can be found on the respective website of the *SUPPLIER*.

FEES

the SUPPLIER shall charge a handling fee for its travel agency services (eg. processing travel bookings, issuing flight tickets, obtaining travel permits, etc.) and a Network Access Fee for provision and maintenance of systems and resources. The amount of this handling fee depends on the type of service and/or the contractual agreement of the company with the *SUPPLIER* and is based on the systems and processes used by *the SUPPLIER*. The Network Access Fee will be monthly charged per traveller profile or is mutually agreed individually.

Changes in the general conditions (eg. increased infrastructure or system provision costs, increased digitisation requirements, expanded range of services) shall grant *the SUPPLIER* a unilateral, also subsequent, right to set services and prices pursuant to Section 1056 of the Austrian Civil Code. *the SUPPLIER* shall also be entitled to charge for additional services that are newly offered during the year, are not yet

contractually fixed, and are ordered by the customer's employees. A list of the 'General Fees and charges' applicable in the absence of any other agreement can be requested at the respective the *SUPPLIER*. Ancillary services of the airlines (e.g. a la carte meals, baggage and seat reservations, etc.) will also be booked upon the customer's order and charged with a *the SUPPLIER* handling fee.

The *SUPPLIER* reserves the right to charge additional reasonable fees and surcharges for additional services if the workload initiated by the *customer* increases beyond the initially defined level or beyond the usual workload (eg. booking channels, invoice copies, special reports). This also includes the more time-consuming booking of network airlines via distribution channels other than global distribution systems (GDS). The *SUPPLIER* also reserves the right, in the event of failure by the company to meet the agreed level of demand, to pass on charges for the increased costs of providing resources as a result.

All charges are per transaction, plus VAT if applicable, or per billing unit. The Ticket Service Charge (TSC), the GDS (=CRS) system fee, the Segment Fees, the Private Channel Access Charge (PCAC) or Ancillary Service Fees (ASF), if applicable, will be listed separately on the invoice in accordance with IATA specifications. Remuneration for services already provided will not be refunded in the event of (re)booking or cancellation of a booked service. All incurred expenses (domestic and international expenses) are the responsibility of the *customers*. The *SUPPLIER* remains free of charges.

Employees of corporate *customers* are also aware of the booking conditions for their private travel or can be provided with them on request.

The remuneration, prices and costs are value-secured. The value guarantee is based on the consumer price index 2020 (VPI) published monthly by Statistics Austria or the subsequent index replacing it. Any increase in remuneration, prices and fees shall be made with prior monthly notice.

PAYMENTS

Unless otherwise agreed, all invoices for business travel are due and payable without deduction upon handover of the documents. Payment shall be made by (company) credit card as standard, the payment details of which shall be requested when the order is placed or taken from the entry already made in the *SUPPLIER* system. In exceptional cases, a credit card may be required as security for cash payments. In this case, the payment deadlines of the credit card companies shall apply.

Payment for the arranged main service is always made directly with the service provider. For services which are not paid for directly with the service provider or by credit card, *SUPPLIER* will charge an additional fee of €8.50 for processing the transaction.

PROFILE

The *SUPPLIER* stores master data profiles for both the company and the *company's* travelling employees, which include personal and company data. Information about which data is collected can be found in the privacy statement, available in the privacy section on the website of the respective *the SUPPLIER*. This helps to ensure that *the SUPPLIER*'s contractual obligations are fulfilled quickly, clearly and without errors. The customer is responsible for ensuring that the data is up-to-date. Changes of employees must be announced immediately or changed in the tools made available to the customer. This is particularly important with regard to employee departures. If charges are made for employees who are no longer with the company and BTU was not informed of this or the profile at BTU was not deleted, the company is liable for the costs incurred. BTU can provide overviews of the current number of employees.

DATA PROTECTION

The provisions and information on data protection are set forth in a detailed privacy statement available in the privacy section on the website of the respective *SUPPLIER*. The *SUPPLIER*

will process personal data disclosed in accordance with this information solely for the purpose of fulfilling contractual and legal obligations and for the protection of (predominantly) legitimate interests. This is the case, for example, for the purpose of handling travel, events, targeted direct advertising and improving *customer* relations. In order to fulfil contractual obligations, *the SUPPLIER* also uses third parties or processors who are contractually obligated to comply with data protection requirements, insofar as this is necessary and permissible. Third parties shall themselves be responsible for compliance with data protection requirements vis-à-vis the *customer*. The *customer* may unconditionally object to data processing in connection with direct advertising and behaviour/interest assessment at the data protection address published on the website of the respective provider any time with effect for the future or revoke any consent given to data processing.

PROCESSING OF PERSONAL DATA (DATA PROCESSING CLAUSE)

1. The provisions and information on data protection are presented in a detailed data protection information, which can be viewed on the website of the respective provider. The *SUPPLIER*, as the person responsible for the data, processes personal data exclusively for the fulfilment of contractual and legal obligations (e.g. fulfilment of obligations under registration law, tax law) as well as for the protection of (predominantly) legitimate interests. This, for example, for the purpose of handling the trip, events, targeted direct advertising and improving *customer* relations. In order to fulfil contractual obligations, *the SUPPLIER* also uses third parties or processors who are contractually obligated to comply with data protection requirements, insofar as this is necessary and permissible.

Third parties are themselves responsible for compliance with data protection requirements vis-à-vis the *customer*. The *customer* may unconditionally object to data processing in connection with direct advertising and behaviour/interest evaluation at any time with effect for the future or revoke any consent given to data processing.

2. The *SUPPLIER* is responsible for the execution of this contract in terms of the Data Protection Act and the General Data Protection Regulation (DSGVO).

3. For the purposes of this data processing clause, data processing refers to all processes that are carried out with personal data as defined in Article 4 clause 2 of the GDPR.

In connection with these *GTC* the *SUPPLIER* may process the following categories of data. The data is provided either by the *customer* for the persons affected by the contract or by the data subjects (travellers) themselves:

- a. Personal data (name, title, gender, date of birth, nationality, children, age of children, language, accompanying persons, picture),
- b. Contact data (telephone number, e-mail address, online data),
- c. Passenger data (booking code, booking date, ticket issuance, departure-arrival data, itinerary, baggage details),
- d. Ticket data (ticket number, air carrier)
- e. Data processing issuance date, fare advertisements),
- f. Other data (hotel accommodation, driver's license number, frequent flyer data, eating habits, payment information, billing addresses, travel agency details,).

4. Within the context of global *customer* service, *the SUPPLIER* may also transmit the data mentioned in Section 2 to third parties for the purpose of contract performance, in part also via specified software solutions, eg. Air Travel Programme, Global Distribution Systems (GDS – Amadeus, Travelport, Sabre), and service providers (air, rail, car rental and hotel companies). These third parties are controllers

within the meaning of Art. 4 no. 7 GDPR and are not processors of *the SUPPLIER*.

5. The transfer is necessary for the fulfilment of the contract in question and these third parties sometimes also carry out their processing activities outside the EU or the EEA in order to fulfil requirements in global travel management, however under the permissibility conditions of Chapter V of the GDPR. For information on external recipients and transfers to third countries, please refer to the data protection information. The recipients of data may also include third countries in which there is no adequate level of data protection and no suitable guarantees for the protection of the personal data processed (lack of enforceability of data subject rights, possible disproportionate access to your data by state authorities). The provider has no influence on whether and to what extent the above-mentioned service providers or categories of service providers and service providers process personal data after it has been transmitted in connection with the booking. The scope, purpose and storage periods of the respective data collection are not known to us. The scope and purpose of the data collection by the respective service provider, third-party provider or service provider, as well as the further processing and use of your data there, can be found in the data protection information directly from the website of the respective service. The respective service provider and third-party provider, with the exception of the GDS provider, is named in the booking confirmation. There you will also receive further information about your corresponding data protection rights and setting options to protect your privacy.

6. The *SUPPLIER* in his role as a responsible person is obliged to

- take all necessary measures to maintain the confidentiality and ensure the security of the processing of personal data of *customers* and the security of the processing (through appropriate technical and organizational measures in accordance with the GDPR) and to comply with the obligations under Chapter III of the GDPR
- ensure that the persons entrusted with the processing of personal data have committed themselves to confidentiality or are subject to a corresponding legal obligation,
- shall delete the data provided to it as well as the data collected or produced by it after the expiry of the statutory retention obligations following termination of the contractual relationship. Termination of the contractual relationship shall be deemed to be the termination or termination of the (agreement on) cooperation for the Company and the persons included in the agreement.

7. *the SUPPLIER* may use processors to fulfil its contractual obligations, provided that this does not result in an increased risk to the rights and obligations of the persons concerned. In this context, it must be ensured by concluding a processing contract to the extent required by law that the processor assumes the same obligations as the Provider.

8. IMPORTANT INFORMATION FOR CUSTOMERS - CONSENT

The company/*Client* concluding the cooperation agreement with the Provider is obliged to inform the persons affected by the agreement (eg. employees of the *Customer*) about the transfer of their data required for the performance of the contract to the Provider as the responsible party.

By accepting these *GTC*, the *customer* expressly agrees to the transfer of personal data required for the provision of services to third party providers or categories of third-party providers mentioned in section 4, including to third countries, and undertakes to pass on the necessary information to the travellers' employees and to obtain and provide the necessary consent to the data processing of the travellers by the provider in this form. The consent to the transfer of data is voluntary and can be revoked at any time with effect for the future. However, if the *customer* or the individual data subject does not want data to be transferred to third countries, the provider

may not be able to provide its contractual services.

SEVERABILITY CLAUSE AND PLACE OF JURISDICTION

Should individual provisions of these general booking conditions be in- valid, this shall not affect the validity of the remaining provisions – the place of jurisdiction shall be the court with subject-matter jurisdiction at the registered office of *the SUPPLIER*, currently Vienna.

AGREEMENTS WITH SUPPLIER

These terms and conditions shall also be valid without an individual agreement with *the SUPPLIER*. In addition, the provisions of the direct agreement between the *customer* and *the SUPPLIER* and the respective Service Level Agreement shall apply.

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info@ax-travel.at www.ax-travel.at/
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Headquarter: Wien Commercial Court of Vienna

No employee of SUPPLIER shall be entitled to amend, modify or waive any provisions of these booking conditions. The respective terms and conditions of the service providers, IATA and the ARB, excerpts of which are published on the website of the respective SUPPLIER, shall apply in addition