



GENERAL TERMS AND BOOKING CONDITIONS (GTBC BTU 2020)

GENERAL INFORMATION

The General Terms and Booking Conditions (GTBC) of BTU Business Travel Unlimited Reisebüro GesmbH (BTU) apply to travel contracts that BTU arranges as a travel agent in its capacity as a travel broker within the scope of an agency agreement on travel management with companies. As a travel agent, BTU arranges travel contracts for travel services (individual services, travel arrangements) between the customer (company) on the one hand and the service provider on the other hand (agency agreement). As part of the contract, BTU also provides travel-related ancillary services, such as organising travel permits, fulfilling individual requests for additional offers, checking travel compensation, reporting and risk management, as well as performing duties of care within the scope of global travel management. Travel contracts for booked services arranged by BTU are concluded between the service providers (airlines, hotels, car rental companies, visa service, rail, tour operators, etc.) and the company, and are provided by the service providers. BTU is not a contracting party. The contractual terms and general terms and conditions of business and travel of these service providers are not affected by these GTBC and remain valid. These terms and conditions shall be deemed agreed upon as soon as the company submits a written request to BTU for the provision of business services and BTU confirms this request in the form of an offer, making no objection to the use and publication of the GTBC on its website. The GTBC thus form the basis of the concluded agency agreement.

For selected services, BTU will commission subcontractors (e.g. rail, visa, hotline, travel compensation, etc.) to fulfil its contractual obligations and service offerings. The following cooperation rules shall also apply to the use of these services. Bookings are subject to a joint agreement concluded for business purposes. Business trips which are organised and carried out on the basis of a framework agreement are not subject to the scope of application of the Federal Act on Package Travel and Associated Travel Services (Package Travel Act [PRG]).

The commissioning company is responsible for the knowledge of the GTBC among its ordering employees.

ORDER AND CONFIRMATION OF THE SERVICE

The order of the respective travel service with all personal and factual information necessary for submission is made by telephone or electronically (mail, tool, application, etc.). Necessary details are: name, e-mail address, mobile phone number, date of birth, travel dates, accommodation requirements, mobility restrictions, etc. The order will be processed by BTU in accordance with the agreement (booked by default in the Global Distribution System (GDS), a central reservation system) and confirmed in the form of a non-binding offer. In the offer, BTU will state all essential travel conditions such as fares, taxes, cancellation and rebooking fees, prescribed deadlines (e.g. time limits, restrictions on the length of stay, dates of issue, etc.) for the issue of the flight fare. A fare guarantee from service providers (e.g. airlines) is only given if the offer is accepted immediately and the contractual documents (tickets, vouchers) are issued. Additional payments for rebooking depend on the fare and availability and can only be communicated at the time of rebooking. The services offered by BTU shall be non-binding and subject to change without notice until the customer accepts the offer. The contract between the customer and the service provider shall only come into effect upon written acceptance of the offer. The customer shall be responsible for adherence to the deadlines specified in the offer (e.g. restrictions of stay, time limits). In the event of non-compliance, the customer shall bear all consequences resulting therefrom (e.g. tariff increases). For further information, see "Use of flight tickets". Any customer requests received by BTU (e.g. seating, room locations, etc.) constitute a commitment to use the tickets. They are non-binding and do not trigger a legal claim as long as they have not been confirmed by the service provider in terms of a specification. The same applies to the registration of the ticket within the

framework of frequent flyer programmes by BTU. Self-booking by the customer using a self-booking tool is considered "untouched by BTU" (no control) and will be issued immediately. The travel contract shall come into effect upon completion of the booking in the tool. All flight times and fares quoted in the offer are subject to change by the service provider. Bookings made by BTU via sales channels other than GDS, such as online or a self-booking tool, are subject to separate regulations. The same applies to group bookings. For customers who have a regular business relationship with BTU, it is assumed that the BTU costs associated with the order and the general method of processing the business case are known to the employees making the booking. The same applies to privileged bookings by the customer's employees.

The order is generally based on the assumption that the customer is aware of the company's current travel guidelines, i.e. BTU shall be deemed authorised to make any bookings deviating from these guidelines.

TIME LIMIT AND TICKET ISSUE

Time limit is the point in time determined by the airline when the ticket must be issued at the latest. If airlines request early ticket issuance through fixed advance booking deadlines, BTU will inform the customer of this in the offer. If the customer fails to confirm ticket issuance in a timely manner, this may result in additional costs for which the customer is responsible.

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

Upon confirmation of the offer, the customer simultaneously enters into a contract with BTU 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 BTU's contractual and business terms and conditions shall apply. At the same time, the company shall enter into a contract with the service provider for the provision of the arranged service. The tariff state is the respective date of dispatch of the confirmation.

All tariffs stated in the offer or ticket are exclusive of the service/handling fee and Ticket Service Charge (TSC) agreed with BTU. The airline segment fees and the GDS system fee are charged separately.

DELIVERY, TRANSMISSION OF DOCUMENTS AND THEIR COST

After confirmation of the offer, the customer will receive an electronic passenger receipt/ticket, which must be carried during the entire journey. BTU determines dispatch of contractual documents and, in the absence of any provision to the contrary, these are sent at the customer's expense and risk. Wherever legally permissible and possible, this will be done electronically. The address (also e-mail address) last communicated to BTU shall be deemed the delivery/contact address. The customer shall notify BTU of any changes without delay (recommended in writing). In the case of postal service, the approximate delivery costs will be disclosed prior to dispatch.

The risk of destruction, loss, damage, incorrect delivery (spam or junk mail) or delayed delivery is transferred to the customer when the contract documents are handed over to the deliverer and/or are sent to the customer. In such cases BTU shall not be liable for any consequences of defective delivery.

CHECK FOR COMPLETENESS/CORRECTNESS

The customer is obliged to check the travel documents (offers, tickets, visas, etc.) immediately upon receipt for completeness and factual accuracy of the information/data and any deviations and incompleteness. Any such deviations must be reported immediately for correction. If no feedback is received from the customer, the details of the reservation shall be deemed correct. From the day following the transmission of the documents, BTU shall not handle complaints and corrections free of charge.

ENTRY REQUIREMENTS

The traveller alone is responsible for obtaining knowledge and information on entry regulations, as well as for the availability and validity of the documents required for the journey.

The traveller is obliged to comply with the recommended and prescribed health and entry regulations of the transit and destination countries as well as the instructions for travelling of his/her company. BTU is under no obligation to provide information on generally known conditions and travel regulations in the destination country and place of destination, and any liability in this respect is expressly excluded. Information can be found e.g. at <https://www.bmeia.gv.at/reise-aufenthalt/reiseinformation/> or obtained from *Institut für Reise- und Tropenmedizin* (Institute for Travel and Tropical Medicine) (www.tropeninstitut.at). This also includes information on entry, visa and vaccination regulations for the countries visited. Especially in times of crisis (e.g. pandemics), voluntary information on entry regulations provided to the best of our knowledge and belief is given without guarantee or liability for its accuracy due to the volatility of the factual and legal situation and the frequency of changes. BTU shall not be liable for compliance with the entry regulations (e.g. customs and foreign exchange regulations) of the destination country and the carrier. For emergencies, the traveller also has the option of registering on the BMEIA website (<http://www.reiseregistrierung.at/>).

USE OF AIR TICKETS

The International Conditions of Carriage of IATA (published at www.btu.at), these GTBC and the conditions of carriage of the respective service providers booked and used as well as the conditions stated in the offer or ticket shall apply to the use of flight tickets.

These conditions stipulate, among other things, that flights may only be operated in continuous order of the flight coupons. Failure by the customer to depart on a flight segment may therefore lead to a cancellation or an increase in the fare (which will result in a subsequent charge). This shall also apply if passengers stay longer than booked at transfer points, in particular if these points are expressly marked as "transit" in the ticket. Furthermore, it may be advisable to buy separate tickets for one trip for reasons of cost. The traveller is aware of the possible consequences (e.g. delays, checking through, luggage transport). BTU will not assume any additional costs or liability for onward transportation in the event of unplanned changes.

BTU has no information about the actual use or non-use of purchased tickets and/or sections of tickets. Airlines check bookings according to the criteria of IATA Resolution 830a and, for example, in the case of "no shows", charge travel agencies with processing fees which BTU then passes on to the ordering company.

BTU is under no obligation to inform the passenger about the cancellation/change of travel dates or routes after the ticket has been issued. However, BTU endeavours to inform the customer of any changes during BTU's opening hours, provided that the relevant information is available in good time. This is subject to the provision of complete contact details for the customer (e.g. telephone number and e-mail address).

REFUND OF TICKETS

BTU 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, who reserve a processing period of up to 6 months.

BTU receives no information about the actual reimbursement of the submitted amount.

Airlines do not pay refunds free of charge. The fees charged by the airlines vary according to the amount of work involved. BTU acts only as an intermediary and passes these on to the customer, including a BTU handling fee.

SELF-BOOKING TOOL

Upon request, BTU provides its customers with an online self-booking tool, which allows customers to make instant bookings with service providers themselves. Use of the system is subject to separate terms and conditions to be agreed upon separately (SLA – Service Level Agreement).

BTU acts only as system provider for the transmission of booking information and ticketing agent for ticket issuance. BTU assumes no liability whatsoever with regard to the functionality and usability of the system, the use of access, price display, compliance with booking and tariff conditions, and entries regarding data processing and form of payment. Subsequent charges of the airlines are passed onto the customer.

CHECK-IN TIMES

It is the passenger's responsibility to observe the necessary check-in times. Online check-in is to be carried out by the customer him/herself. The passenger is responsible for arriving at the departure gate in good time and must therefore also plan the time for security checks at the airports. The travel agency is not responsible for the punctuality of the specified arrival connections to the airport.

TRAIN RESERVATIONS

BTU commissions a sub-supplier with this procurement service. Seat reservations with the railway supplier will be stated as per the customer's request, but are simply the specification of a request that cannot be guaranteed. The railway's system only permits a specific seat selection at the time of booking.

The systems of the subcontractor and BTU are not interconnected. When making a booking enquiry, therefore, all personal details required for the booking and the desired trip must be provided.

RETURN OF RAIL TICKETS

Once issued, rail tickets can no longer be rebooked or cancelled free of charge, but are subject to charges set by the railway company, which are deducted. Tickets purchased within the framework of the ÖBB Business Account are subject to other rules laid down by ÖBB and 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 railway tickets, the railway company will not replace them.

RETURN OF PARKING CARDS FOR VIENNA AIRPORT

Credit balances on parking cards purchased from BTU cannot be refunded.

EMERGENCY HOTLINE: TEL. + 43 / 1 / 51 6 51 - 999

BTU offers a personal emergency service outside office hours (MON-FRI 8 a.m.-6 p.m., except public holidays) for travel on the same or next business day. Reservations of flight tickets, new bookings, rebooking, rentals and hotel rooms can only be made in the GDS for travellers in emergencies, and cannot be booked through other distribution channels (for instance online). New bookings within the scope of the emergency service will only be made if the traveller is registered with BTU as a regular customer with a profile. 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. BTU reserves the right to charge the additional costs of these services in the event of unjustified use of the emergency service.

APPLICATION FOR TRAVEL AUTHORISATIONS

A travel authorisation is a document confirming that a traveller is allowed to enter a country, e.g. visa, ESTA, eTA etc. Upon request, BTU or a third party acting on behalf of BTU as an intermediary or service provider on behalf of the traveller will inform and apply for a travel permit from state authorities. This is done on the assumption that the traveller is an Austrian citizen. Should the traveller not be an Austrian citizen, the person booking is obliged to communicate this at the time of booking. The traveller shall inform himself/herself of the time limits and periods required to obtain the necessary documents.

Requirements for visa application by BTU or third parties on behalf of BTU:

- The traveller provides full details of the journey. No changes can be made to the data once the data has been provided and the order has been forwarded to the authorities.

- The necessary documents are handed over completely and in time.

- Where deadlines are specified, they shall apply from the date of receipt of the documents. Processing times are indicative; a maximum duration is not guaranteed unless explicitly stated. BTU has no influence on the processing time by government authorities for an application. Upon request, travellers must submit improved documents/data without delay or otherwise cooperate in the application process. The traveller must comply with these additional requirements. BTU does not act as an intermediary in this regard; communication takes place directly between the authorities and the traveller. BTU is not responsible for extended processing times.

- The procurement fees apply from/until receipt of the documents and do not include the cost of the visa. Further information is available at www.btu.at. The traveller shall indemnify BTU against all claims, sanctions and criminal prosecution by authorities, including the immigration authority/aliens department/border protection authority or an embassy or consulate, if it turns out that the customer and/or one of the travellers has knowingly or unknowingly provided false, incomplete or fraudulent data and/or documents.

The decision on whether or not to grant a requested (entry) travel authorisation depends on circumstances beyond the control of BTU. BTU cannot guarantee that the application will result in the issue of an (entry) travel authorisation. The traveller acknowledges that even if a travel permit has been issued, actual entry or residence may be refused for other reasons outside BTU's sphere of influence.

BTU has also fulfilled its obligation to make every effort in the event that a valid (entry) travel permit is not issued within an average processing period despite the application being submitted, for example because the application was rejected by the state authority, and the full payment claim is due. BTU shall not be liable for any direct, indirect, material, immaterial, or consequential damage (such as loss of sales or profits) incurred by the customer as a result of the assignment of travel authorisations, except in cases of gross negligence or intent.

HOTEL RESERVATIONS

For hotel reservations, the prices for the booked room category/service (e.g. incl. or excl. breakfast) as well as the booking conditions are announced at the time of booking. BTU shall not be liable for any additional fees and taxes, such as local taxes, statutory VAT, service charges and any increases thereof, or for additional services. It is generally customary for hotels to hold reservations only until 4/6 p.m. on the day of arrival, unless guaranteed by a credit card. If the customer does not guarantee the reservation with a credit card, he/she is responsible for meeting this check-in deadline.

At the customer's special request, BTU will guarantee to the hotel that the above deadline will be complied with. This requires the customer's written consent to BTU. Should the customer fail to comply with the reservation thus guaranteed, the customer shall be liable for all consequences/costs arising therefrom. In the event that the hotel invoices BTU for costs, BTU will charge these costs to the company in addition to a BTU processing fee.

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

CAR RENTAL RESERVATIONS

In the event that BTU arranges a rental car, the customer

concludes a rental agreement with the respective car rental company. BTU has no influence on the design, conclusion and processing of the rental agreements; the respective rental terms and conditions of the provider apply. BTU shall not be liable for any reimbursement claims in the event of early return, delayed pick-up (e.g. due to flight delays) or an unused rental car. Only one vehicle category can be specified for car rental reservations. Each category includes vehicles from different manufacturers in approximately similar specifications. A customer request for a specific vehicle type will be forwarded by BTU to the rental car station in the sense of a given undertaking, but is non-binding and does not trigger any legal claim. The prices quoted in the booking confirmation are binding. If BTU issues a rental car voucher marked "Full Credit", the traveller shall be liable to BTU up to the total amount of the booking. Please make sure that you are aware of any additional services required when booking the equipment and insurance or when taking over the vehicle. The customer shall be solely responsible for the services contractually agreed upon at the time of pickup.

LIABILITY/COMPLAINTS

As a travel agent, BTU only provides agency services and, to the extent that a limitation is legally permissible, is therefore only liable in the event of its own breach of the agency contract, either contrary to its duty, intentionally or grossly negligent. BTU shall be liable for the consequences of booking errors (e.g. typing errors), provided that these are not due to erroneous, incorrect, or incomplete information provided by the customer or to unavoidable and exceptional circumstances. Consequently, no liability shall be assumed for damages, losses, non-compliance with deadlines, etc., that result from a defect in a service booked through BTU with a service provider. BTU shall not be liable for any damages, direct or indirect, resulting from flight cancellations or travel restrictions due to national and international entry restrictions, regardless of their cause, except in cases of mandatory legal provisions.

BTU assumes no liability or guarantee for the conclusion, execution and performance or the consequences of the failure to conclude the arranged service agreement, for the provision of a service that was not arranged or promised by BTU, or for the services booked in the tool by the traveller him/herself. This shall apply in any case in the event that the services booked via BTU are not provided for reasons for which BTU is not responsible (e.g. overbooking, force majeure, delays or strikes). Similarly, BTU assumes no liability for the accuracy and completeness of information provided by service providers or for their conduct. The customer shall have direct claims against the service provider based on the contract concluded between the customer and the service provider, and shall negotiate directly with the service provider on how a claim for re-servicing and transportation shall be implemented. Complaints must always be made on the spot to enable the service provider 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 an arranged air transport service, additionally by the statutory provisions of the German Aviation Act for domestic flights and, insofar as applicable to the respective flight, the provisions of the Warsaw Convention or the Montreal Convention. With the exception of gross negligence, the liability of the travel agency is limited in individual cases to the value of the underlying travel service.

BTU 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) when booking a flight.

PANDEMIC DISCLAIMER

The traveller alone is responsible for obtaining information and knowledge about entry regulations and the validity of travel documents. BTU is not obliged to provide information on entry regulations to the traveller; any liability in this regard is expressly excluded.

BTU Business Travel Unlimited Reisebüroges.m.b.H.

GlobalStar Travel Management
Operngasse 2/2. OG, A-1010 Vienna

T: +43 1 51 6 51-0 | F: +43 1 513 44 24 | office@btu.at | www.btu.at

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Voluntary information on entry regulations provided to the best of our knowledge and belief in times of crises (e.g. pandemics), is given without guarantee or liability for accuracy due to the volatility of the factual and legal situation and the frequency of changes. BTU is not responsible for any damage, direct or indirect, resulting from flight cancellations or travel restrictions due to national entry restrictions, regardless of cause, except in cases of mandatory legal requirements.

EXAMINATION OF CLAIMS FOR COMPENSATION

BTU actively informs its customers about compensation claims due to flight delays in accordance with the "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 is transferred to a travel compensation company. After BTU has informed the customer that he/she is entitled to compensation, the customer may submit a compensation claim in his/her own name and conclude a contract with the respective travel compensation company. Any liability on the part of BTU in connection with the enforcement of compensation claims shall be excluded.

MOBILE TRAVEL PORTAL

Upon request, BTU will provide its customers with access to a mobile, multi-client capable web-based travel portal as well as a mobile APP called "MyWay by BTU". If this mobile service is used, the "MyWay by BTU" General Terms and Conditions of Business, available at <https://www.btu.at/allgemeines/agbs>, shall apply in addition to these GTBC.

HANDLING FEE

BTU charges a handling fee for the activities of travel agents (e.g. processing travel bookings, issuing flight tickets, obtaining travel permits, etc.). The amount of this handling fee depends on the type of service and/or the contractual agreement between the company and BTU and is based on the systems and processes used by BTU. BTU shall also be entitled to charge for additional services that are newly offered during the course of the year, are not yet contractually fixed, and are commissioned by the customer's employees. In the absence of any other agreement, a list of the "General Fees" applicable can be requested at wienkam@btu.at. Ancillary services provided by airlines (e.g. a la carte meals, baggage, and seat reservations, etc.) will also be booked and charged with a BTU handling fee when the customer orders them.

BTU reserves the right to charge additional reasonable fees and surcharges for additional services if the amount of work required by the customer exceeds the amount initially defined or the usual amount of work (e.g. booking channels, copies of invoices, special reports). This also includes the more complex booking of network airlines via other distribution channels than via global distribution systems (GDS).

BTU also reserves the right to pass on the resulting increased costs for the provision of resources if the company fails to meet the agreed volume of demand.

All fees are per transaction, if applicable plus VAT and/or per billing unit. The Ticket Service Charges (TSC), the GDS (=CRS) system fee, the segment fees or Ancillary Service Fees (ASF), if applicable, are listed separately on the invoice in accordance with IATA specifications. Payments for services already provided will not be refunded if a booked service is (re-)booked or cancelled.

Employees of corporate clients are also familiar with the booking conditions for their private trips or can be provided with such conditions on request.

Remuneration, prices and costs are maintained at a secure level. The value protection is based on the consumer price index 2015 published monthly by *Statistik Austria* or the subsequent index replacing it. Any possible increase in the remunerations, prices and fees shall be effected at the beginning of the year or the first six months of a calendar year, subject to prior notice.

PAYMENTS

Unless otherwise agreed, all invoices for business trips are due upon delivery of the documents and without deduction. Payment shall be made by standard means of a (company) credit card, the payment data for which shall be requested when the order is placed or taken from the entry already made in the BTU system. In exceptional cases, a credit card will be required for cash payment as security. The payment terms of the credit card companies shall apply.

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

CREATION OF PROFILES

BTU creates master data profiles for both the company and the company's travelling employees, which include personal and company data. Information on what data is collected can be found in the privacy policy, which can be viewed at www.btu.at/Datenschutz. These help to ensure that BTU's contractual obligations are processed correctly, clearly, and quickly. The customer is responsible for ensuring that the data is up to date. Any changes to this data must be notified immediately or the customer must make changes using the tools provided.

PRIVACY

The provisions and information on data protection are presented in a detailed privacy policy, available at www.btu.at/Datenschutz. BTU processes personal data disclosed in accordance with this policy solely for the purpose of fulfilling contractual and legal obligations and to protect (predominantly) legitimate interests. This may be for the purpose of travel arrangements, events, targeted direct advertising, and improving customer relations. In order to fulfil contractual obligations, BTU also makes use, where necessary and permissible, of third parties or contract processors who are contractually obliged to comply with data protection regulations. Third parties are themselves responsible to the customer for compliance with data protection regulations. The customer may use data processing in connection with direct advertising and behaviour/interest assessment at datenschutz@btu.at at any time with effect for the future and/or unconditionally object to or revoke any consent given for data processing.

PROCESSING OF PERSONAL DATA (DATA PROCESSING CLAUSE)

1. BTU and the customer shall comply with the applicable data protection laws in accordance with their respective roles as responsible parties or contract processors, as outlined below. For the purposes of this data processing clause, data processing refers to all operations carried out with personal data as defined in Art. 4 (2) GDPR.
2. The following categories of data may be processed in connection with the provision of services during the term of the contract with BTU:
 - a Personal data (name, title, gender, date of birth, nationality, children, age(s) of children, language, accompanying persons, picture)
 - b Contact details (telephone number, e-mail address, online data)
 - c PNR data (booking code, date of booking, ticket issue, departure-arrival data, itinerary, baggage details)
 - d Ticket data (ticket number, air carrier)
 - e Data processing (date of issue, fare displays)
 - f Other data (hotel accommodation, driving licence number, frequent flyer data, eating habits, payment information, billing addresses, travel agency details)
3. In order to use BTU's services, the parties acknowledge that the customer, as the ordering party for the services provided by BTU, is the controller, while BTU is the processor of the data specified under section 2 and in the absence of any other agreement, processes this data in accordance with the instructions of the controller contained in these GTBC.

4. The purpose of processing this data is to fulfil the service ordered while complying with all other legal obligations (travel organisation, business travel management, congresses, events, group travel, ancillary travel services, fulfilment of individual requests, risk management, compliance with duties of care, cooperation with the Passenger Data Centre, etc.) on behalf of the customer, so that the customer can centrally control, charge and optimise in particular travel activities of its employees/third parties.
5. As part of our global customer service, BTU may also transfer the data specified in section 2 above to third parties for the purpose of contract fulfilment, in some cases using predefined software solutions, e.g. Air Travel Programs, Global Distribution Systems (GDS – Amadeus, Travelport, Sabre), and service providers (airlines, railways, car rental and hotel companies). These third parties are controllers as defined by Art 4 (7) GDPR and not subcontractors of BTU.
6. BTU has the obligation in its capacity as a processor:
- a to process personal data only on documented instructions from the controller, these terms and conditions being sufficient as instructions for this purpose. Processing of the data for internal use is generally prohibited.
 - b to process data generally within the EU, but due to requirements in global travel management, data processing is also partly carried out outside the EU or EEA. However, this is only permissible if the admissibility requirements of Chapter V GDPR are met.
 - c to take all necessary measures to ensure the confidentiality of customers' personal data and the security of processing (by means of suitable technical and organisational measures in accordance with the GDPR)
 - d to ensure that the persons entitled to process personal data have undertaken to maintain confidentiality or are subject to a legal obligation to do so
 - e not to commission any other processor of personal data without the customer's prior express or general consent in writing. However, BTU is authorised to use the subcontractors categorically named in the privacy policy (<https://www.btu.at/Datenschutz>). Due to the protection of trade secrets, no specific reference to them needs to be made. The company will be named in justified cases. BTU concludes the necessary agreements as defined in Art. 28 para. 4 GDPR with the subcontractors and ensures that they enter into the same obligations as those incumbent on BTU under this agreement. A subcontracting relationship requiring approval shall not be deemed to exist if third parties provide services as an ancillary service to the main service without any specific reference to services that BTU provides for the customer (e.g. personnel, postal, communication and shipping services, cleaning services and guarding services).

- f in any event, not to pass on the contractual services in their entirety to subcontractors. The subcontractor shall inform the controller of any intended change regarding the involvement or replacement of other categories of subcontractors in order to give the controller the opportunity to object to such changes.
- g taking into account the nature of the processing, to assist the controller as far as possible by appropriate technical and organisational measures to ensure that the controller fulfils its obligation to respond appropriately to the exercise by data subjects of their rights under the GDPR
- h to delete, at the controller's discretion, all personal data supplied (directly or indirectly) by the customer to the processor or to return it, at the controller's discretion, and to delete existing copies, unless European Union or national legislation requires the storage of personal data
- i to provide the controller with all the information necessary to demonstrate compliance with the above obligations and to enable and contribute to the performance of audits by public authorities, by the controller or by its delegates

SEVERABILITY CLAUSE AND JURISDICTION

Should individual provisions of these General Terms and Booking Conditions be invalid, the validity of the remaining provisions shall remain unaffected – the place of jurisdiction shall be the competent court at BTU's registered office, currently Vienna, Austria.

AGREEMENTS WITH BTU

These terms and conditions shall also apply without individual agreement with BTU. In addition, the provisions of the direct agreement between the customer and BTU and the respective service level agreement shall apply.

BTU Business Travel Unlimited Reisebüroges.m.b.H. GlobalStar Travel Management

Operngasse 2/2.0G	A-1010 Vienna
T: +43 1 51 6 51-0	F: +43 1 513 44 24
office@btu.at	www.btu.at
FN: 40236x	ATU15416707
Place of business: Vienna, Austria	Commercial Court of Vienna

These terms and conditions also apply to the branches and Herburger Business Travel GmbH.

No BTU employee shall be entitled to supplement, amend, or cancel the provisions of these GTBC. In addition, the respective terms and conditions of the service providers, IATA and the General Conditions of Travel (ARB), extracts of which are published on www.btu.at, shall apply.