



GENERAL TERMS AND CONDITIONS FOR THE PROVIDERS OF BOEK MIJN SLOVENIË

PREAMBLE

These General Conditions are applicable to the relations of the Providers with Mooie Besede's website mijnslovenie.com and its reservation system Boek Mijn Slovenië. Boek Mijn Slovenië serves as a platform on which each Provider, after concluding an agreement with Mooie Besede, offers his services to Travellers. Mooie Besede acts solely as an intermediary between the Provider and the Traveller and is therefore not directly involved in the services provided by the Provider to the Traveller.

ARTICLE 1 DEFINITIONS

1.1 Mooie Besede: The sole trader Mooie Besede, located in Koningin Wilhelminalaan 134, 2274AM Voorburg, Netherlands and registered at the Dutch Chamber of Commerce under number 61688142.

1.2 Provider: The legal entity that places an Offer on Boek Mijn Slovenië and thus with whom Mooie Besede has concluded an agreement.

1.3 Boek Mijn Slovenië: The reservation system on the website of Mooie Besede, accessible via www.mijnslovenie.com

1.4 Traveller: the legal entity or natural person who enters into an agreement with the Provider via Boek Mijn Slovenië. The Traveller buys the Offer of the Provider via Boek Mijn slovenië.

1.5 Service: the submission of a travel service on Boek Mijn Slovenië by Provider.

1.6 Agreement: any contract whereby sole use is made of one or more techniques for distance communication within the framework of a system organized by Mooie Besede for the distance sale of services and products, up to and including the moment that the contract is concluded between Mooie Besede and the Traveller.

ARTICLE 2 GENERAL TERMS

2.1 The Provider cannot derive any rights from the fact that Mooie Besede might apply these general conditions with flexibility.

2.2 The present terms and conditions shall apply to each and every offer, tender and agreement between Mooie Besede and Provider.

2.3 The applicability of Provider's general terms and conditions is explicitly rejected.



2.4 If one or more stipulations in the present general terms and conditions should be null and void or declared null and void, then the other stipulations of the present general terms and conditions shall remain fully applicable.

2.5 In writing or "written" will be understood: on paper, either such paper having been handed over or provided by fax, regular mail or e-mails, other electronic messages or registration on the website mijnslovenie.com.

2.6 The contents of this site and the content of all other manifestations of Mooie Besede on the Internet are composed with the greatest care. Mooie Besede cannot give any guarantees regarding the nature, accuracy or content of this Mooie Besede is not liable for any errors or inaccuracies or for the consequences of the use of this information.

ARTICLE 3: ESTABLISHMENT OF AN AGREEMENT

3.1 An agreement is established when Provider meets all the requirements set forth by Mooie Besede, registers as a Provider on Boek Mijn Slovenië and the service offered by the Provider is placed as Offer on Boek Mijn Slovenië. The registration serves as a contract.

3.2 Mooie Besede is always at liberty and without any reason to refuse a Provider to place an Offer on Boek Mijn Slovenië. In the event that the Provider has already made a payment to Mooie Besede, Mooie Besede will process this amount back to the Provider immediately.

3.3 Mooie Besede is explicitly not a party in agreements established between Provider and Traveller.

ARTICLE 4: SERVICE

4.1 When an agreement between Provider and Traveller is established, the Provider is obliged to offer the agreed upon service as offered on Boek Mijn Slovenië to the Traveller in full.

ARTICLE 5: FINANCIAL AGREEMENT BETWEEN MOOIE BESEDE AND PROVIDER

5.1 For each service which is booked from the Provider through Boek Mijn Slovenië, the Provider owes a percentage of the total sum paid by the Traveller, to Mooie Besede.

5.2 The fees owed by the Provider are published on Boek Mijn Slovenië and are exclusive of BTW (VAT).

5.3 The Provider is required to provide all the information, correct and topical, that Mooie Besede requests for. Also, Provider guarantees to have legal power to use the services of Mooie Besede.

5.4 Provider is required to report any changes to his (legal) information immediately to Mooie Besede.

5.5 Any personal data is managed by Mooie Besede and will not be distributed to third parties. Personal data, including IP-addresses, will only be provided to investigating authorities responsible for law enforcement in context to prevention of abuse of Boek Mijn Slovenië.



5.6 Mooie Besede is entitled to use any Offers that are placed on the Boek Mijn Slovenië for commercial purposes. Mooie Besede is also entitled to omit any hyperlinks and/or photography in the use of these Offers for commercial purposes. Mooie Besede itself determines whether it will use any Offers and if it omits any hyperlinks and/or photography in these Offers. Provider can't derive any rights from this.

5.7 If Mooie Besede is held liable for any damage that emerges due to wrong information provided by Provider, Provider is required to compensate Mooie Besede for its suffered losses.

5.8 Mooie Besede has the right to refuse collaboration with Provider without giving reason for doing so. Mooie Besede is also entitled to dissolve collaboration of Provider when Provider ignores any rules provided by Mooie Besede or when Provider does not behave according to the provisions deposited in these general conditions.

5.9 Provider is not allowed to pass collaboration to any other legal entity or legal person, unless Mooie Besede has expressly authorized this.

5.10 Provider is not allowed to offer services from third parties unless agreed so with Mooie Besede and the third parties.

5.11 Both Mooie Besede and the Provider can cancel the collaboration. If either Mooie Besede or the Provider wishes to cancel the collaboration, they should give written notice 30 days prior to the date of cancellation of the collaboration. 30 days after this notice, the collaboration is cancelled.

5.12 In case either Mooie Besede or the Provider cancel the collaboration, any bookings made until the day of cancellation will remain valid. If the Provider does not offer the service made through a booking made by a Traveller before the collaboration was cancelled, the Provider is held liable for any damages Mooie Besede or the Traveller may have.

5.13 Any breach of these terms by the Provider gives Mooie Besede the right to cancel the collaboration directly, without any prior notice. In that case, stipulation 5.12 is also applicable.

5.14 Any cancellation, by either Mooie Besede or the Provider, of the collaboration should be done through the e-mail address both parties supplied when they entered into the collaboration.

ARTICLE 6: OFFERING SERVICES

6.1 By applying an Offer via a form on Boek Mijn Slovenië, Provider gives Mooie Besede permission to place the content of the Offer, including information and any photography and/or hyperlinks, on Boek Mijn Slovenië.

6.2 Provider is obliged to post its Offer in English language. Mooie Besede will translate the Offer into Dutch. The cost of translation, will be invoiced to the Provider.

6.3 All information provided by Provider, both in the Offer and in the subsequent contact with Traveller, should be related to the offered (and/or wanted) service. Also any hyperlink included in the Offer should be related to the offered (and/or wanted) service.

6.4 Mooie Besede will not guarantee that it will sell or promote the services of the Provider.

6.5 In case of any miscommunication between the Provider and the Traveller, Mooie Besede will not be held liable in any way. The Provider indemnifies Mooie Besede against any claims the Traveller might make.



6.6 The Provider represents and warrants that all intellectual property (including photographs) provided by Provider to Mooie Besede is either owned by Provider or Provider has secured the rights and/or licenses necessary to display, utilize or otherwise permit the copying of the intellectual property. Provider further represents and warrants that Provider has secured all rights necessary for Mooie Besede to display, distribute or utilize intellectual property during the term of this Agreement. Provider agrees to indemnify and hold harmless Mooie Besede from all damages, including attorney fees and expenses, relating to any claims or allegations by third parties that Mooie Besede's use of the intellectual property provided by Provider constitutes an infringement or wrongful act under any state or federal law.

ARTICLE 7: OFFER CONTENT

7.1 Provider is obliged to describe each offered service as accurately and truthful as possible.

7.2 In addition to the provisions of article 7.1, the Provider is obliged to indicate the following substantives truthfully when he/she places an Offer:

- The price of the service including VAT;
- Any additional costs for the Traveller;
- Main features of the service;
- Particularities

7.3 If one or more of the above mentioned items are indicated incorrectly or incompletely, then Mooie Besede reserves the right to modify or remove the Offer.

7.4 The Offer must comply with the rules as stated on Boek Mijn Slovenië. These rules are part of the General Conditions.

7.5 Provider agrees to provide all facts pertaining to any additional charges associated with Provider's services. Provider shall provide written notification of such additional charges prior to any booking affected by the change in price. Provider agrees that Mooie Besede shall not be liable to Provider or any of its representatives if the booking occurs prior to receiving written notification that the additional charges apply.

7.6 It is in any case prohibited to place Offers when its content:

- Is offensive, obscene and/or insulting
- Infringe rights of third parties in any way
- Is incorrect and/or misleading

7.7 If Provider fails to comply with the stipulations of article 7.4, Provider shall indemnify Mooie Besede against all claims of third parties that relates to this violation. Provider is liable for all costs of defence that must be made by Mooie Besede in this case.

7.8 Mooie Besede is entitled to modify and/or delete any photos and/or hyperlinks without giving a reason for doing so. Mooie Besede will do so when Provider has acted in breach of the rules referred to in Article 7.3. Provider in this case is not entitled to a refund or any other form of compensation.

7.9 Provider itself shall ensure that the Offer is removed from Boek Mijn Slovenië when the service initially offered by the Provider is no longer available.



ARTICLE 8: PRICE AND PAYMENT

8.1 Prices indicated on Boek Mijn Slovenië include BTW (VAT) and other levies imposed by the government. The BTW is only charged for Boek Mijn Slovenië's fee.

8.2 After an agreement has been established, prices can only be adjusted once per year, in exception of situations in which Mooie Besede or the Provider has no influence on the prices adjustment e.g. BTW (VAT).

8.3 After the Traveller has made a full payment for the service to Mooie Besede, Mooie Besede will transfer the payment to the Provider. The payment made to the Provider will be the reservation fee paid by the Traveller, minus the fee Mooie Besede is entitled to. The fee for Mooie Besede will be a percentage of the total reservation fee including the BTW (VAT). The percentage will be determined in a separate agreement between Mooie Besede and the Provider.

ARTICLE 9: CANCELLATION & FORCE MAJEURE

9.1 Once a Traveller has made a reservation with the Provider via Boek Mijn Slovenië, the Provider is not allowed to cancel this reservation, except in Special conditions or if Equal service is provided.

9.2 Special conditions are proven death in family, serious illness or serious illness in family, natural disaster or political instability in the country of service. In such conditions the cancellation is accepted. In this case, the Provider returns the reservation amount to the Traveller if the money transfer already occurred.

9.3 Equal service provided means that the Provider arranges for the Traveller a service, carried out by a third party, but of equal or better value, equal or better quality and at the same travel destination. If any extra costs occur, the Provider is obligated to pay. The Provider is also obligated to pay for any costs that the Traveller or Mooie besede had because of this situation (phone costs, transfer costs etc.). Providing Equal service is recommended in case of an overbooking.

9.4 For any other reason than the Special conditions stated in 9.2 and if Equal service from 9.3 is not provided, the cancellation is not allowed. In case the cancellation still happens with a not acceptable reason, the provider gets a warning. The second time this happens, the Provider's offers are removed from Boek Mijn Slovenië.

9.5 In any case, a cancellation can be made by sending an email (in English language) to email address providers@mijnslovenie.com with CANCELLATION as subject and all the details described in the email body. The cancellation is not confirmed until the host receives a reply with a confirmation.

9.6 In case the Provider does cancel a reservation without the Special conditions from 9.2 and if Equal service from 9.3 is not provided, the Provider owes the Traveller and Mooie Besede the full cost of booking.

9.7 In case a Traveller cancels a reservation with the Provider which was made via Mooie Besede, Mooie Besede or the Traveller are never liable for any loss of income or other damages the Provider might suffer. However, the following reimbursements will be made to the Provider in case the Traveller cancels a reservation.

- cancellation until the 42nd calendar day (excluding) before the day of arrival: 50 % of the Provider's service price;
- cancellation from the 42nd calendar day till 1 month before the day of arrival: 75% of the Provider's service price;
- cancellations from 1 month before (including) the day of arrival or later: the complete Provider's service price.



9.8 Mooie Besede shall not be held to fulfil any of its obligations if Mooie Besede is hindered to do so due to a circumstance through no fault of its own and which cannot be attributed to him by virtue of law, a legal action or generally accepted

9.9 Throughout the duration of the circumstances of force majeure, Mooie Besede shall be entitled to suspend the fulfilment of its obligations. If this period lasts for more than thirty (30) days, either of the parties shall be entitled to dissolve the agreement without any obligation to pay the opposite party damages.

ARTICLE 10: LIABILITY

10.1 Mooie Besede offers solely technical support enabling Provider and Traveller to establish an agreement. Mooie Besede can therefore never be held liable for any damage caused by Provider, insufficient level of services or any other resulting damage that on judicial grounds cannot be attributed to Mooie Besede.

10.2 If Mooie Besede, in exception to the provision in article 10.1, for whatever reason is held liable, any liability shall be limited to the benefit that is paid in that case under the applicable insurance contract.

10.3 If, in exception to the provision in article 10.2, for whatever reason, no benefit under the mentioned insurance is compensated, the liability of Mooie Besede is limited to the invoice value of the order, or at least to that part of the order in which the liability relates.

10.4 Mooie Besede will direct any claims for damages by Traveller against Mooie Besede to the Provider in case the damages in anyway arise from a service that was delivered incorrectly or partially by the Provider. The Provider is always liable against Mooie Besede or the Traveller in case of direct damages.

10.5 Under direct damage one must solely understand:

- The reasonable costs incurred to establish the cause and extent of the damage
- Any reasonable expenses made to make substandard services comply with the desirable properties as meant in the agreement, but only to the extent as these expenses can be attributed to Provider.
- Any reasonable costs made to prevent or minimize damage, but only if the Traveller demonstrates that these costs have led to the limitation of direct damage as referred to in this article.

10.6 Provider by any means is never liable for the following damages: consequential damages, lost profits, lost savings and damage due to business stagnation.

10.7 The Provider will indemnify Mooie Besede against any claims from Traveller that relate to the service delivered by the Provider.

10.08 If Provider and/or Traveller is linked to a website that is managed by a third party, Mooie Besede can in no way be held liable for the use of the website and/or its content.

10.9 When the website is used as described in article 10.8, the terms of use and/or rules concerning privacy on that website shall apply.

10.10 Provider and Traveller have the possibility to ask Mooie Besede questions by mail. Mooie Besede will reply to these emails to its best ability. However, anyone who chooses to follow any advice provided by Mooie Besede does so at their own risk. Mooie Besede can therefore not be held liable for any damages suffered by anyone as a result of following advice provided from Mooie Besede.

10.11 Mooie Besede reserves the right to exclude Travellers and/or Providers from any use of Boek Mijn Slovenië if Traveller/Provider violates the law, morality and/or these general conditions in any way.



10.12 When Provider/Traveller is excluded as described in article 10.11, Mooie Besede is entitled to take legal action and/or claim compensation.

10.13 When an Offer is translated by Mooie Besede, as described in stipulations 6.2, Mooie Besede cannot be held liable for this translation.

ARTICLE 11: RETENTION OF TITLE

11.1 The content of Boek Mijn Slovenië, including although not solely: texts, images, lay-out, photos, sound material, format, software, brands and domains, are the property of Mooie Besede and are protected by copyright and intellectual and industrial legal right of possession consisting under the applicable law. Users of Boek Mijn Slovenië are not allowed to multiply and/or distribute Boek Mijn Slovenië or parts of Mooie Besede website, unless Mooie Besede has explicitly given permission to do so. This rule applies also to the Dutch text of the Provider's offer.

11.2 All copyrights and intellectual properties shall remain property of Mooie Besede. There is no provision, neither in any agreements in which Mooie Besede participates nor in these terms of use, that can be interpreted in a way that this is not the case.

ARTICLE 12: APPLICABLE LAW AND DISPUTES

12.1 Only Dutch law shall apply to each and every agreement between Mooie Besede and the Provider.

12.2 Provider and Mooie Besede shall only refer the matter to the court if they have done their utmost to solve the dispute through mutual consultations.

Terms and conditions created in Voorburg in February 2017. Updates:

- 2. 5. 2017 Article 9.7