

GENERAL TERMS AND CONDITIONS ADRIA HOLIDAYS

GENERAL:

Adria Holidays operates in the scope and through the company Adria Home Ltd., VAT ID: SI66141125, Reg. No.: 1732528000, Kanižarica 41, 8340 Črnomelj, Republic of Slovenia (hereinafter: Adria Holidays).

Adria Holidays (or Adria Home, Ltd.) acts as an Internet intermediary Between an individual guest, buyer of accommodation at a Particular tourist destination (hereinafter: guest) and the provider of accommodation at a Particular tourist destination (hereinafter: accommodation or program organizer).

Program or accommodation Organizers Independent suppliers of tourist accommodation capacities, Which act independently on the market, whereby Adria Holidays does not act as Their agent or representative.

These General Terms and Conditions (hereinafter General Terms) can occasionally be changed and updated.

The general terms are valid for all our direct or indirect services, available online, via cell phones, by e-mail, telephone, or and Any Other Way.

By Accessing, browsing, and the use of our website or Any of our applications on Any platform (hereinafter: website) and explicitly by filling out or confirming a booking, you agree That you have read, understood-, and That you agree and consent to The General Terms and Conditions. A guest, When Applying (via the Internet or by phone) signs a contract or application and Any case, Which contains the statement \ "I am familiar with the General Terms and Conditions of Adria Holidays and the travel program and accept Them, and Their entirety \ ". General Terms and Conditions are available to the guest at any given time on the website www.adria-holidays.net. An individual business programme is also available to the guest at sales sub-sites of our website www.adria-holidays.net.

General Terms and Conditions are used for all contracts, concluded Between Providers and visitors of our website.

When Applying by telephone or Internet, it counts That the user accepted the provisions These General Terms of When Their acceptance was confirmed and writing. Electronic messages or messages in electronic form also count as written Confirmations.

The website, its content, infrastructure, and service of online accommodation booking (hereinafter: Service) are owned and managed by Adria Home, Ltd., through ITS Internal Organizational structure Adria Holidays (hereinafter Also we or ours), and are only available for personal, non-commercial use Under the Conditions, Stated Below.

DEFINITIONS

Adria Holidays, we, us, or ours, means Adria Home Ltd., limited responsibility company, Kanižarica 41, 8340 Črnomelj, Republic of Slovenia.

The website of Adria Holidays is a website and application, Which Allows Adria Holidays that Provide access to the service, which it owns, or is Entitled to it and another way, or the hosts it.

Service means providing online booking (WITHOUT Payment possibility) of various products or services, as providers occasionally offers on the website of Adria Holidays.

The provider is a provider of accommodation (e.g. hotels, camp sites, and other accommodation capacities, with or without food) and other products, related to the product or service, that is occasionally available for booking on the Adria Holidays website

Providers are independent economic or legal entities, who act independently on the market, where Adria Holidays does not act as their agent and / or representative, but under agreed upon conditions, for lower cost, enables them to appear on the website and thus a (co-)use of the website Adria Holidays.

OBJECT OF SERVICES

Through the website of Adria Holidays, selected providers can advertise their services and / or products, whereby this is primarily for renting various types of (tourist) accommodation, and visitors can use the website to carry out their reservations via internet.

By completing each booking through the website of Adria Holidays, you enter into a direct and legally binding contractual relationship with a single provider, with whom you made your reservation. Adria Holidays only transfers the information about your booking to the appropriate provider and, on behalf of the provider, sends you the confirmation of booking, which contains information relating to the accommodation, designation and address of the tour operator / provider, and, if applicable, the designation and address of the intermediary, as well as the fact that they acts as intermediary. In performing our services we publish information that have been sent to us by the providers. These are fully responsible for updating all prices, availability of accommodation, and other information, which is presented to you, including imagery.

Although Adria Holidays performs its services diligently and conscientiously, we do not verify and do not guarantee that all information is accurate, correct and complete. We are also not responsible for any errors (obvious and / or "typographical" errors), any interruptions of telecommunications due to any temporary and / or partial breakdown, repair, upgrade or maintenance of the website or any other reason, imprecise, misleading or untrue data or incomplete disclosure. Completeness and correctness of information, including prices and availability is, at all times, the responsibility of the provider.

Also, our website is not, and should not be treated as, our recommendation or advertisement of the quality, level of service, or the price of providers and their offer.

Our service is intended exclusively for personal and thus non-commercial use. Reselling, deep integration (*deep-link*), use, copying, and observation (e.g. *spider*, *scrape*), display, download or reproduction any content or information, software, reservations, and other products on our website for any commercial or competitive purposes is not allowed.

PRICES AS PUBLISHED ON THE WEBSITE ADRIA HOLIDAYS

Prices published on the website of Adria Holidays are competitive, which we strive for all the time.

Prices as published on the website of Adria Holidays, are valid for an individual accommodation, for a time period and under the conditions as follows from the individual bids, and include VAT / sales tax and all other taxes (except the tourist tax, which is paid in place of accommodation), unless the website Adria Holidays or the e-mail certificate specify otherwise. Prices may, in accordance with Art. 900 of the Code of Obligations, be subject to change.

Should an increase in the agreed price exceed ten percent; you may withdraw from the contract without compensation. In this case, the tour operator or provider must return the paid amount to you.

At a no show or cancellation, the provider may charge applicable fees and taxes (including tourist / town tax).

Occasionally, discounted prices are published on the website of Adria Holidays for a particular accommodation. These are set by the providers and may be subject to specific restrictions and conditions, for example in connection with the cancellation or refund. Before booking, please check details on the content of the offer, price, and any special conditions.

Prices are, as a rule, published in Euros. The currency converter is for informational purposes only and does not provide reliable and recent data; actual values may fluctuate.

In case of obvious error and inaccuracy (including spelling) such announcements are not binding.

All special offers and campaigns are specially marked.

PROTECTION AND USE OF PERSONAL DATA

By confirming these Terms and Conditions you confirm that you also agree with the Privacy Statement and Statement on Cookies.

Important! If you do not agree with the Privacy Statement and / or Statement on Cookies, you must stop using our services.

PRIVACY STATEMENT

This Privacy Statement applies to all types of information we collect via the Internet, phone, e-mail. We recommend that you also read the privacy statements of program organizers and accommodation providers.

What information do we collect?

When booking the full accommodation, we cannot help you without information, so, when you are using our services, we ask for certain information. This is quite basic information - your name, contact information, names of persons travelling with you, and payment information or payment type. In addition, we also collect data about your computer, which may include the IP address, the browser you are using, and the language settings.

There are also situations when we receive information about you from other people, or situations in which we automatically collect other information.

If you wish to contact us at the telephone number or through other channels available on the website under the tab Contact, or, for example, through social media, or interact with accommodation through our site, we will also collect information from you in such a case. After the stay, guests may be asked to submit a comment and thus help future guests to decide.

If you're browsing on a mobile device, you can enable Adria Holidays to see your current location, or allow access to your contacts - you thus help us to provide you with the best service possible.

You can participate in recommendation programs or other programs, which provide us with personal information. In addition, you can also send us your opinion or, during the use of the Adria Holidays services, ask for help.

If you aren't only making reservations for yourself and are travelling with other guests, the information of whom you provide in the context of reservations, or perform booking on behalf of someone else, we remind you, that you are responsible to ensure that the person or persons whose personal data you provided are aware, that you have done so and accept that Adria Holidays uses their data (as described in this privacy statement).

Even if you do not make reservations with us at the time of your visit to our web sites or applications, we may automatically collect certain data. These include your IP address, date and time of access to our services, hardware, software or a browser that you use, and information about your computer operating system and version of the application, and language settings. We may also collect information about your clicks and viewed pages.

If you are using a mobile device, data that identifies your mobile device, preferences and characteristics of the device, location information, application crashes, and other system activities, may also be collected. When you make a reservation, our system detects, through which assets and which websites you made the booking or entered on the website and / or applications of Adria Holidays.

Sometimes we may receive information about you from other sources. These include business partners, such as associate partners and other independent third parties. Everything they give us may be combined with data you provide us with. Booking services Adria Holidays are available only through the website of Adria Holidays, but are combined with the services of associated partners, which can be found online. When you use them, the information on booking is provided to our business partners and they then submit this data to us. Service providers also use third parties to allow payment from the person who made a reservation to

the accommodation. These service providers share the billing information, so that we can edit your reservation and make sure that everything is running as smoothly as possible.

Another example, when the information is obtained from other sources, is the integration of call services into our platforms, by which we enable contact with the reserved accommodation. In these cases, we obtain metadata about your calls (such as: where did you call from, who you are, and the date and duration of the call). We may also receive information about you when you use certain social media services.

Even accommodation partners can share information about you with Adria Holidays. This can occur if you have questions about an active reservation, if there is any misunderstanding about the reservation, or other communication regarding your booking through Adria Holidays.

Why do we collect your information?

The main reason for collecting your personal data is successfully arranging your online booking and making sure that we offer the best service and protect your information. Your personal information is also used in cases where we wish to contact and inform you about our latest offers and special promotions.

The main use of your personal data is therefore to manage your online reservation, which is one of our main tasks. We can also offer other related products and services of third parties. These will be available through our web services. If you choose to use them, we will use your personal information to complete and manage orders as we would have done when booking accommodation.

We also use your information for marketing activities. These may include the following:

- Use of your contact information to send news regarding products and services after booking with us. Such communications can easily be cancelled at any time - by clicking on the link 'Cancel information receiving', which is included in all our newsletters.
- Based on the information you share with us, individualised offers may be displayed for you on the website of Adria Holidays, in the mobile applications, or on the websites of third party applications. These can be offers that can be directly booked at Adria Holidays page or offers or products of third parties, for which we think you might find interesting.
- When you participate in other promotional activities (such as contests, competitions or programs recommendations), appropriate data will be used for the management of these promotions.

We can also enable our users to join an account in the context of which they can communicate with other users through online groups. All such activities may be visible to other account holders or accommodation partners.

We may also use your information to communicate with you. We may also contact you in other cases, among others, via e-mail, regular mail, telephone or SMS message - the selected method depends on contact information that you shared with us. We also process all kinds of communications that you send us. This may be for several reasons, including:

- The answer to your accommodation requirements and their processing. Adria Holidays also offers a variety of ways for the exchange of information, requests, comments about accommodations, and existing reservations between guests and accommodation partners. All communication takes place via Adria Holidays. For more information, read the section below.
- If your online booking is not finished, we can send you an e-mail reminder for the continuation of the reservation. We consider this additional service helpful, because it allows the continuation of the reservation, without having to search for accommodation or re-enter booking data again.
- When using our services we may send you a questionnaire or ask you to send us your comments regarding experiences with Adria Holidays.
- We may also send you other material, connected to your reservations, e.g. instructions on how to contact Adria Holidays, if you need help, while you are on the way, and information, for which we think, that would be helpful for you when you plan your stay. We can also send documents in connection with your active reservations or a summary of previous reservations, which you made through Adria Holidays.

Even if you do not have an active reservation, we can send you other administrative messages, which may include security warnings.

Sometimes we ask our customers for cooperation in market research. Any additional personal information that you provide as part of market research will only be used with your permission.

To create a trustworthy environment for you, other travellers, business partners of Adria Holidays, and accommodation partners, we may use personal data to detect and prevent scams and other illegal or undesired activities. We can also use personal information for risk assessment and safety purposes, including authentication of users and reservations. For these purposes, certain reservations may be temporarily put on hold.

Personal information is also used for analytical purposes as part of our effort to improve our services and improve the user experience. The data can also be used for testing, troubleshooting, and to improve the performance and quality of our online services. The main objectives are to optimize and tailor our online platform to your needs, making our site easier and more enjoyable to use.

Guest comments and other information in connection with the destinations: during your stay and after it, for any accommodation booked through us, we may invite you to submit your comment. Submission of comments can also be enabled for guests who are travelling with you or for whom you have made a reservation. In this invitation, we may ask you to share information on accommodation, destination and other services that you have booked through Adria Holidays.

A completed questionnaire about the Provider may be a) published on our website with the information on the provider, exclusively as information for future guests on the quality of the accommodation and services; b) according to our own judgement (e.g. marketing, promotions or improvement of our services) use (in part or completely) and publish on our website or on the online / social networks, in newsletters, special promotions, applications and other forms of communication, owned and used by Adria Holidays, which you explicitly consent to, if you fill out and send us a questionnaire, evaluation or opinion. Adria Holidays has the exclusive right, in its sole discretion, to adapt, modify, refuse or remove comments.

If you specify whether a comment helped you or not, we will combine this with the opinions of others, which will influence the classification of the comments of guests. The data in your lists or other data associated with destinations can be used in anonymised form, unless you used it in your public profile. Thus, we help other users, including potential ones, to find the most appropriate destination or accommodation

During calls with Adria Holidays personnel, live listening may occur, and the calls may also be recorded for quality control and staff training. When recording, we inform the user about it, including the duration of recording storage, before and at the beginning of the telephone conversation. The recordings can be kept for up to three years and then automatically deleted unless Adria Holidays has a legitimate reason to retain these recordings longer (and if it is reasonably necessary), inter alia, for the purposes of fraud investigation. All call recordings will be treated in accordance with this Privacy Statement.

Legal purposes: in addition to the above in some cases we use your information for the settlement of legal disputes, regulatory investigations and compliance with, or enforcement of the terms of use online booking service Adria Holidays, in a reasonable, expected manner.

When processing your data in the manner described above, we comply with the following legal basis:

Implementation of the contract: the use of your data is sometimes necessary for the implementation of the contract you concluded with us. If you use our services to process online booking, we will use your information to fulfil our commitments on the enforcement and monitoring of reservations under the contract we have with you.

Legitimate interests: your data can be used for our legitimate interests, such as providing the most appropriate content of the websites, e-mails and newsletters, to improve and promote our products, services and content of our web pages, and for administrative and legal purposes, and the purpose of fraud detection.

Consent: for the use of your data in some marketing purposes, we need your consent. The consent may be revoked at any time by contacting us at the address listed at the end of this Privacy Statement.

Adria Holidays services, for various reasons and in different ways, combine a variety of third parties. The main reason is that to complete your reservation booking details are shared with accommodation. There are also other entities that receive some of your data which we use to

provide Adria Holidays services, financial institutions, advertisers, and, in some cases, national authorities.

Message Processing

Adria Holidays can help you and accommodation partners in the exchange of information and the demands for accommodation, as well as existing reservations, by redirecting communications via Adria Holidays.

Adria Holidays can access the communication and use automated systems for review and analysis of communications for safety purposes, the purpose of preventing abuse, compliance with legal and regulatory requirements, research, commitment of the guests, including provision of information and offers that we believe you can benefit from, and for helpdesk and technical support purposes. We reserve the right to block transmission of a communication or its review, if we, at our sole discretion, believe that it contains malicious content, spam or presents a risk for you, the accommodation partners, Adria Holidays, or other parties involved. All communication that was sent or received using the tools of communication Adria Holidays will be received and stored by Adria Holidays. Business partners whose platform you used for booking and accommodation partners may decide to directly communicate with you via e-mail or other channels that are not controlled by Adria Holidays.

Use of mobile devices

Using the services of social media may be included in Adria Holidays services in several ways, including the provision of certain personal data or, that social media provider receives some of your information.

We have free apps for different mobile devices as well as numerous versions of our regular web pages that have been optimized for browsing on your mobile phone or tablet. These apps and mobile websites process the personal information that you provide in the same way as it applies to our website, and we also allow you to use location services to find nearby accommodation. With your consent, we may send you messages about your reservation. You can also enable us to access your location data or contact information for us to provide the required services. When you use your mobile phone to download an image, this can be tagged with information about your stay. Please read the instructions of your mobile phone, where you can learn how to change settings, and enable the sharing of such data or receiving such messages.

Adria Holidays can use the so called tracking devices for the purpose of optimizing our services and marketing activities. This can be done using cookies or not. For more information about cookies and other similar technologies, please read our statement below on cookies. By tracking the devices Adria Holidays can monitor user behaviour on different devices. As part of the tracking devices, Adria Holidays can combine data, obtained from a particular browser or mobile device, with another computer or device, connected to the computer or device from which the data was collected.

Personalized advertising, which is displayed to you on other websites or in applications, may be offered based on your activities on connected computers and devices. To unsubscribe from

behavioural advertising program, check out our <u>Statement on Cookies</u>, which defines how you can opt out of tracking devices for marketing purposes. If you sign out of your account, it does not mean that you're signed out of personalized ads.

At Adria Holidays, Social media is used in different ways. They are partly used to enable services of online booking and promotion of services or products of business partners, and for advertising, improvement and facilitation of our services.

We can offer you the option to log into an Adria Holidays user account via social media, which allows you to have a variety of web services with fewer usernames and passwords. After the first login you will always be able to sign in to your Adria Holidays account with the use of your social media account. The link between the accounts can also be cancelled at any time.

Integration of Social Media Plug-ins

On the website and in the applications of Adria Holidays, we integrated social media plug-ins. This means that when you click on one of the buttons (for example Facebook "Like"), sharing of certain information with these providers of social media occurs. If you are also logged in to your social media, social media provider may connect this information with your social media account and can offer specific options on the profile of social media that you can share with others in your network.

Other Services and Features of Social Media

To interact with Adria Holidays or your contacts about our services, we may also integrate other social media services (such as messaging). We can also own social media accounts and offer applications on different social media sites. Whenever you connect to Adria Holidays via social media, the provider of social media can enable you to share information with Adria Holidays. If you decide to share, the provider of social media will usually notify you, what information will be shared. For example, if you log into your Adria Holidays account through your social media, some information (as permitted to the social media service provider) will be shared with Adria Holidays. This information may include your email address, age and profile pictures that you have stored in the user account.

When you use the Adria Holidays app to register on social media or connect to the service of social media notification, without having an Adria Holidays user account, the data you wish to share with us may include basic data, available in your social media profile (including email address, status updates and contact list). We use this information to offer you services that you have requested, for example, to convey the message you want to send to contacts, or to create a better user experience in the application or on our website. This means that services can be tailored to your needs, you and your friends connected with the best destinations and accommodation, and that we can analyze and improve our services. Your social media providers can tell you more about how the data are used and processed every time you connect to Adria Holidays through them.

Procedures of Safety and Storage of Your Personal Data

In accordance with European and national legislation on data protection, we follow the appropriate corrective actions to prevent unauthorized access to personal data and its abuse.

For the purpose of the protection and privacy of personal information submitted to us, we use appropriate business systems and procedures. We also use security procedures and technical and physical restrictions for access and use of personal data on our servers. Access to personal data is only authorized for personnel during their work, and they are bound to protect the confidentiality of personal data, which obliges them even after leaving office, employment, performance of tasks or duties, or provision of services of contract processing.

Your personal data is kept for up to 15 years.

When, as a part of the booking procedure, your full credit card data is required, we store them for a maximum period of 10 days. After that, your credit / debit card data (in whole or in part) will be permanently deleted or stored safely, with restricted access, for the purpose of detection of abuse. Your credit / debit card data can also be saved in your user account. If you choose to do so, the data of your credit / debit card is stored in coded format, with the exception of the last four digits of your credit / debit card number. This will allow you to know which card you use for payment.

Services offered by Adria Holidays are not intended for children under 18 years of age or persons who are not competent of fully independent actions; in any other case, the use of any of our services is allowed only with the consent of parents or guardians. If we receive this type of information, we reserve the right to delete such information. In limited cases as part of the reservation, purchase or other services related to travel, or in other exceptional cases (such as features designed for families), Adria Holidays with the approval of parents collects and uses information about children.

You always have the right to inspect, transcribe, copy, supplement, correct, block and delete your personal data which is stored. Review of your personal information can be requested by contacting us through our website, under the tab Contact, where you can leave a message, or by sending us an e-mail to the e-mail address info@adria-holidays.net.

Supervision of the processing of personal data on the website of Adria Holidays and its mobile applications is carried out by Adria Dom d.o.o. Kanižarica 41, 8340 Črnomelj, Slovenia

DECLARATION ON COOKIES

Cookies and other tracking technology can be used in different ways on our website and within the Adria Holidays applications for the purpose of analyzing traffic or advertising. These technologies are used directly by us or our business partners, including service providers of third parties and advertisers with whom we cooperate.

A cookie is a small amount of data that is installed in your computer's browser or on your mobile device. The so-called party cookies are cookies that are used by an entity that manages the domain name through which they are installed. Cookies of Adria Holidays are therefore proprietary cookies. If we allow others to use cookies via Adria Holidays websites and applications, they are called cookies from elsewhere.

There is also a difference between session and persistent cookies. Session cookies exist until you close the browser. Permanent cookies have a longer duration and are not deleted when you close your browser. We are trying to use or allow the use of cookies with a maximum duration of 5 years. Only in exceptional cases, for example for safety reasons or when it is really necessary, the cookie will have a longer duration.

In addition to the cookies we use other technologies similar to cookies. These may include web beacons (also known as pixel tags, web bugs or gif), tracking URL addresses or packages for software development (SDK). A web beacon is a small graphic image that is only one pixel in size and can be delivered to your computer as part of the requirements of the website via the application, commercials or HTML e-mail message. The pixels can be used to transfer information such as device type, or operating system, IP address and time of visit from your device. They are also used for the installation and reading of cookies in your browser. Tracking URL addresses is used for the determination of a website that referred you to the website of Adria Holidays, or to determine the application that is used. SDK is a code, included in the application, which acts as cookies and web beacons.

All of this technology in this statement on cookies is jointly called **cookies**.

Use of Cookies

We use cookies for various purposes. They enable you to be recognized as the same user on all pages of the website, between various websites, and the use of applications.

Our website and applications use cookies for various purposes.

Technical cookies: We try to offer your visitors advanced, user-friendly website and apps that automatically adapt to their needs and desires. Technical cookies are thus used to show our website, to make the website function properly, so user account may be created, signed into, and so that your reservations may be managed. For the proper functioning of our website the technical cookies are thus indispensable.

Functional cookies: We use functional cookies to remember your preferences, too, and to help you make efficient use of websites and applications. These cookies, for example, remember your chosen currency, language, your searches and already viewed accommodation. Cookies can also be used to remember your registration information, so that, each time you visit our websites, you do not need to enter the data again (because it can be annoying). Your password, however, is always encrypted. These functional cookies are not strictly necessary for the operation of our website, but provide added opportunities and enhance your experience when using the services of Adria Holidays.

Analytical cookies: These cookies are used for insight into how our visitors use Adria Holidays. That way, we can find out what works and what does not, improve our website and applications, understand ad performance and communication, and ensure that they remain interesting and useful. The information we collect may include the websites that you visit the sites where you enter and exit, which platform you use, what emails you opened and used, and the date and time. This means that we can also use the information on how you use the site, such as the number of clicks on a given page, mouse movements and scrolling of pages, words you are looking for, and the text that you enter on the page. Analytic cookies are used as a part of our online advertising to find out how users use our site or app after they are

shown an online ad. These may include third-party ads. Analytical cookies can also be used to enable business partners to find out whether their customers use the accommodation offers that are part of their websites.

Advertising cookies: We use cookies of third parties and our own cookies to show ads on our own website and other websites. This is called re-targeting based on your search history, such as: searched destinations, viewed accommodation and displayed prices.

To learn more about cookies and their management or deletion, please visit www.adria-holidays.net 'Cookies' and the help section in your browser. In your browser, such as Internet Explorer, Safari, Firefox or Chrome, you can select which cookies you want to accept and which to reject. The exact location of these settings is different in each browser. You can find them by using the help option in your browser.

If you choose to disable certain technical and / or functional cookies, some functions on our website may not be available. Currently we do not support the browser setting "Do Not Track". If there is a common standard as to what exactly that means, we will consider support for this option.

Advertising

In connection with online advertising and advertising companies we are trying to work only with companies that are trustworthy. These companies take into account industry standards and rules of behaviour and allow you to not participate in advertising with behavioural targeting. In order to be excluded from behavioural advertising program, select the check box for the company from which you would like to exclude. You can also visit www.adria-holidays.net 'Cookies' to learn how to remove yourself from personalized advertising. Your mobile device lets you restrict your information sharing settings for the purpose of redirection. If you unsubscribe from a network of online advertising, it does not mean that you will no longer receive online advertising or be subject to online advertising or marketing analysis. This means that the network from which you are logged out, will no longer deliver ads tailored to your web preferences and browsing patterns.

Analytics

In order to monitor the collection of data for analytical purposes using Google Analytics for certain types of browsers, visit the Google Analytics Opt-out Browser Add-on (desktop only). In order to monitor the collection of data for analytical purposes through Yandex.Metrica (tracking pixel, owned by Russian search engine Yandex), users who have the language set to Russian, Ukrainian or Turkish, please visit: yandex.com. Yandex.Metrica does not apply to other languages. You also have the option not to participate in personal search engine advertising by Yandex. To do this, visit this page and uncheck field "Take my wishes into consideration."

If you have questions, suggestions or comments regarding this Statement on Cookies, send an e-mail to info@adria-holidays.net. This Statement on Cookies can be - as the general conditions themselves - changed from time to time. If you want to be up to date with changes regularly visit this page.

PAYMENTS

Our service is free for the visitors of the Adria Holidays website.

The only exception to the above rule is in the case of a change to an already made reservation. In such a case, a change, if at all possible, through Adria Holidays, is charged at a flat fee of 25 Euros plus the respective VAT, to be paid by the guest. Cost of the service provider (if any) is not included in this payment.

CREDIT AND DEBIT CARDS

Each provider may offer the option of paying or insurance of reservations via a secure online payment. For certain services of Adria Holidays, payment for service providers may be made through payment processing services, while Adria Holidays in no case acts as the recipient nor provider of such payments. Payment is processed from your credit / debit card or bank account and deposited in a bank account through a third party's payment processor.

For specific pricing and products (non-refundable) or special offers, providers may require payment in advance by bank transfer or by credit or debit card. Accommodation checks the validity of your credit card (pre-authorisation) after booking and charges it, sometimes without the possibility of a refund. It is your responsibility to check all the details and conditions of the selected product or accommodation carefully before booking. In no case is Adria Holidays responsible for the authorized or unauthorized, or incorrect charges by the provider or the bank. Adria Holidays is also exempt of all responsibility in the case of a scam, deception, or unauthorised use of credit or debit card, or other means of payment.

GENERAL CONDITIONS OF PROVIDERS

By booking with a particular provider, you agree with the rules of service, including those on cancellation and no show, and with any additional rules and conditions of service that apply to your reservation and stay in this accommodation, house rules, including services (Terms and conditions available in adequate housing). Cancellation and no show for each provider is written on our sites and on sites of the relevant information provider's pages during the booking process, as well as in the e-mail with confirmation of the reservation. Please note that certain rates or special offers do not allow cancellations or changes to bookings. At a nonrefundable no show or cancellation, the provider may still charge the city / tourist tax. Please thoroughly examine all the conditions relating to the reservation before booking. Please note that the reservation for which an advance payment is required may be terminated without notice if the (remaining) amount cannot be obtained in its entirety at the specified date of payment in accordance with the rules of the provider on reservation and payment. Terms of cancellation and prepayment may vary depending on the type of accommodation. Carefully read the terms of service and important information in your booking confirmation regarding additional rules that can be enforced by the provider (in conjunction with the required age, deposits in case of damage, forbidden cancellations / accessories for group bookings, additional beds, failing to provide free breakfast, the acceptance of cards, pets, etc.). Late payment, wrong bank details, credit or debit card data, invalid credit or debit card, or insufficient funds, are your risk and responsibility, and will therefore not entitle you to reimbursement or refund of the advance payment amounts, if the provider does not allow exceptions in relation to their general rules.

To view, change or cancel your reservation, follow the instructions in the booking confirmation you receive by e-mail. Please note that your accommodation provider can charge

for cancellation in accordance with the rules of accommodation cancellation, (pre) payment and no show, or that you may not be eligible for reimbursement of (pre) paid amounts. Carefully read the cancellation policy, (pre) payment and no show rules of the accommodation provider before you make a reservation, and make further payments on time, as required for each reservation.

If there is a late arrival on the day of application or the next day arrival, you must notify the provider on time, so that they know when you can expected and avoid cancellation of your room or the no show charge. Adria Holidays does not accept responsibility for the consequences of late arrival or cancellation or no show costs, charged by the provider.

CONFIRMATION, FAMILIARISATION AND COMMUNICATION

With a completed reservation process, in a suitable technical way or explicitly in writing (it is also possible via e-mail), you confirm and agree that you will receive: a) e-mail, which we may send before the date of your arrival and which contains information on your accommodation, various other information and offers (including third party offers, which you chose to be informed on), connected with your reservation and destination, and the provision, that Adria Holidays acts as an intermediary, and that you are explicitly familiar with the General Terms and Conditions of Adria Holidays and that, including the Statement on Confidentiality and the Statement on Cookies, you fully accept it; b) e-mail, which we may send soon after your residence at the accommodation, which contains an invitation to fill out a questionnaire on guest opinions.

Adria Holidays accepts no responsibility for communication with the provider. From requirements or communication sent to the service provider, you cannot exercise any rights or require any confirmations on communication or requirements being received. Adria Holidays does not guarantee that the request or communication will be sent, received or resolved by provider properly, or in a timely manner.

To properly complete ensure a reservation, you must use the correct e-mail address. We do not accept any liability regarding incorrect or misspelled addresses or e-mail, inaccurate or false (mobile) phone numbers or number of credit / debit cards.

All requests and complaints concerning Adria Holidays must be submitted on time or no more than two months after the planned utilization of accommodation (e.g. check-out date). All requests and complaints submitted after the expiration of 2-month period may be rejected, the applicant will lose the right to any compensation of damages or costs.

GRADING, CATEGORISATION

Number of stars of an accommodation other than hotels (e.g. private rooms, mobile homes camping and glamping) will not coincide with the system of awarding stars, which applies to hotel accommodation. Individual classification by country is also possible with considerable differences between countries.

LIMITATION OF LIABILITY

Subject to the limitations set out in these terms, we are, to the fullest extent as permitted by applicable law, responsible only for the actual damage caused by defaults of Adria Holidays, which occurred due to wilful misconduct or gross negligence by Adria Holidays. In any case, the maximum amount of liability of Adria Holidays for any form of damage, costs, reduction of property on any legal or factual basis shall be limited to the amount, received by Adria Holidays in connection with your booking.

Neither we nor our directors, employees, representatives, affiliates, partner companies, distributors, associate partners, license holders, intermediaries or others involved in the design, financing, encouraging or in the design of the website and its contents are responsible for: i) punitive, special, indirect or consequential loss or damage, loss of production, loss of profits, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim; ii) any inaccuracy relating to the information, including pricing, availability and ratings providers, which are available on our website; iii) the services rendered or products offered by the supplier or other business partner; iv) any (direct, indirect, consequential, or punitive) damages, losses or costs incurred arising from the use of or in connection with the use, inability to use or delay of our website; v) any (personal) injuries, death, material damage or other (direct, indirect, special, consequential or punitive) damage, loss or expenses, created or paid due to action, mistakes, violations, negligence, intention, omission, non-fulfilment, misleading information, damage responsibility or objective responsibility which may be, partly or completely, ascribed to the provider or any business partner (including their employees, directors, officials, representatives, representatives of companies or branch offices) and their products or services, which are (directly or indirectly) available, offered or promoted on our website or through our website, including all (partial) cancellations, reservations, strikes, force majeure, or any other events we have no influence on.

Irrespective of whether your provider may charge for their product, accommodation or service, they are the one who is always responsible for the collection, non-payment, remittance and payment of taxes, related to the final amount of the price, the tax authorities, and not Adria Holidays.

By uploading photographs / images into our system (e.g. next to evaluation or comment), you explicitly guarantee and agree, that you are the owner of the copyrights, that the uploaded photographs / imagery may be used on our website, in our applications, promotional material and publication, and in a way, thought appropriate by Adria Holidays. You guarantee nonexclusive, irrevocable, unconditional, permanent rights and licenses for an area of the world that Adria Holidays may use the photos / images, reproduce, shows, distribute, sublicense, communicate and be make them available in accordance with the assessment of Adria Holidays. A person who has uploaded these photos / pictures thus accepts full legal and moral responsibility for any and all legal claims by third parties (including, but not limited to owners of accommodation), resulting from the publication and use of these photos / pictures Adria Holidays. Adria Holidays is not the owner nor sponsors or endorses uploaded photos / images. The reality, validity and right to use the photos / images is on the side of the person who ordered the photo, and is no responsibility of Adria Holidays. Adria Holidays disclaims all responsibility and / or liability for published photos. The person who uploaded the photographs also guarantees the photos / images will not contain any viruses, Trojans, or infected files and are not pornographic, illegal, obscene, offensive, controversial or inappropriate materials, and do not infringe any intellectual property rights, copyright or privacy, or other kind of third party rights. Photos that do not meet the aforementioned criteria will not be published or by Adria Holidays at any time and will be removed / deleted without any prior notice.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, all the software we use for our services, which is available or in use on our website and in other applications, with all intellectual property rights, including copyrights of content, information and material, is owned or in lawful use of Adria Holidays, its suppliers or providers.

Adria Holidays has and retains exclusive ownership of all rights, titles and interest in all intellectual property rights, appearance and design, including infrastructure of the web page, where service is available, including comments from guests and translated content and imagery, whereby you do not have the right to copy, rip, create (hyper / deep) links, publishing, promotion, marketing, integration, use, aggregation or any other use of the content (including its translation and comments of guests) or our brand without the prior express written permission of Adria Holidays. Any infringement of the provision above constitutes an infringement of our ownership rights and intellectual property rights that can be prosecuted under civil or even criminal law.

FINAL CLAUSES

To the fullest extent, as permitted by applicable law, these terms and conditions for all our services are governed and construed in accordance with the Slovenian law. For all disputes arising from these general conditions and our service, the exclusive jurisdiction is with the District Court in Ljubljana.

Out of Court Settlement of Consumer Disputes

If you're a consumer, as the consumer is defined by the Consumer Protection Act, in case of any potential dispute, arising from or subject to the general conditions and services, Adria Holidays will try to solve the dispute through the platform for settlement of consumer disputes (SRPS). On the platform for online dispute resolution for consumer disputes, which the consumer can access via the link below, which is also available on the website of Adria Holidays, with a link to the platform for online dispute resolution for consumer disputes (SRPS) also available on its website.

The platform is available to consumers here:

https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=SL.

Outside of that Adria Holidays, in accordance with Article 8 of the Law on the extra-judicial settlement of consumer disputes and the principle of voluntariness, does not recognize any provider of alternative dispute resolution for consumer disputes as authorised for resolving consumer disputes, unless a special law or a regulation of the European Union expressly provides for such a case.

That legislation arises from the Act on the extra-judicial settlement of consumer disputes, Regulation (EU) No. 524/2013, the European Parliament and of the Council on online dispute

resolution for consumer disputes and amending Regulation (EC) No. 2016/2004 and Directive 2009/22 / EC.

The original of these General Terms and Conditions is written in the Slovenian language and subsequently translated into other languages. In case of a dispute about the contents or interpretation of the provisions and conflict or discrepancy between the Slovenian original and any other language version of these terms, the Slovenian text shall apply and prevail.

If any provision of these Terms is or becomes invalid, unenforceable or non-binding, these terms and conditions shall remain valid. In such a case the invalid provision is used and enforced to the fullest possible extent permitted by law, or is replaced by another provision, nearest to the invalid provision in the legal and economical sense.

Ljubljana, 24th March 2017