

GENERAL BUSINESS TERMS AND CONDITIONS

APPLICATION OF GENERAL BUSINESS TERMS AND CONDITIONS

The present business conditions exist as the contract arranging the relationship between Swiss Halley AG (Churerstraße 47, 8808 Pfäffikon, Switzerland; represented by: Ulrich Märki CEO, on the same business address; hereinafter referred to as 'Swiss Halley AG') and the users. Swiss Halley AG provides its services exclusively based on these terms and conditions.

I. SERVICES OF SWISS HALLEY AG, SUBJECT OF THE CONTRACT

I.1. SWISS HALLEY AG OFFERS THE FOLLOWING TRAVEL PRODUCTS:

- a) travel voucher [(voucher), vouchers bought after December 1, 2014 are called Diamond vouchers – with Diamond vouchers one can reserve accommodation on the voucher reservation portal, the vouchers purchased before December 1, 2014 can be used on the page of Holiday Coupon offers in the form of vouchers or even that of Holiday Coupons],
- b) Best Price Option, which provides the user with a one-time, reduced-price hotel booking entitlement.
- c) Multi Holiday Option that provides entitlement to the user to book accommodation via the booking portal offering the payment method option “bank card” in addition to the use of Best Price Options; and
- d) the combination of the products mentioned above (the travel packages that contain Diamond vouchers and Multi Holiday Option, in addition, the user becomes entitled to use extra services depending on the type of their package), hotel rooms that can be reserved through payment by bank card. Swiss Halley AG offers air tickets, transfer service, leisure programmes, car rental, and travel insurance, but these services are only available for users with a valid Basic, Smart, Life, Loyalty Standard, Loyalty Plus or Loyalty Pro package at the time of purchase. Types of travel packages: Basic, Smart, Life and Loyalty Standard, Loyalty Plus and Loyalty Professional (hereinafter Pro), Loyalty Rapid, VIP Travel package, BPO Travel Package. The user by registering on the website of Swiss Halley AG, can purchase certain products, services of Swiss Halley AG. The product portfolio of Swiss Halley AG is available exclusively for owners of Basic, Smart, Life, Loyalty Standard, Loyalty Plus or Loyalty Pro packages. Users not owning either Basic, Smart, Life, Loyalty Standard, Loyalty Plus, Loyalty Pro packages or a voucher, or a Holiday Coupon, or a Best Price Option, may use the website for searches, but not for purchases paid by bank card. In case the user has a valid Basic, Smart or Life package, they are not entitled to purchase a new package until the validity of the existing Basic, Smart or Life package expires. The case, when, in a defined period, the promotional purchase of a Basic Upgrade or Smart Upgrade package is possible, forms an exception, see details in clause I.2.e.
- e) The products purchased by the user can be found under the menu Profile or Web office > Purchase Fireflies products > My Fireflies products. The invoice attached to the purchased product contains what is included in the purchased packages or package upgrades exactly.
- f) In case a Fireflies product of any type that is owned by the user cannot be found under the menu Profile or Web office > Purchase Fireflies products > My Fireflies products, then the product in question has been acquired by the user through transfer or through the conversion of an other Fireflies product.
- g) Products have a validity period relative to their date of purchase and they can be used while making

accommodation reservations within their validity period.

I.2. PRODUCTS

a. Travel packages

Product name	Content of the product					Product prices*
	Number of travel voucher(s)	Travel voucher (Diamond voucher) validity**** (year(s))	Portal usage right*****	Best Price option (pieces)	Best Price option validity*****	
Basic**	1	1	1	10	3 years	500 EUR
Smart**	3	1	5****	30	3 years	1500 EUR
Life***	7	2	15****	70	3 years	3500 EUR

*Handling fee not included.

** The spouse or business partner of the owner of Basic or Smart packages can also use the travel services independently. The spousal or business relationship can be verified by sending the official certificates to the email address info@fireflies.com.

*** Those who purchase Life Package can make reservations for a maximum of 10 persons on the reservation portal and travelers do not have to include the owner of the web office.

****As a package purchase gift, you get 2 years of portal usage right with your Smart package purchase and 8 years of portal usage right with your Life package purchase.

***** The starting date of product validity is the date of purchase.

Portal usage right: given as a gift only in case user purchases specific travel packages. It is an option to book and enjoy all types of travel services offered by Swiss Halley AG (at the moment of use) (except hotel bookings made using Diamond Voucher, Best Price Option or Holiday Coupon). It has a pre-defined validity for each package type. In some cases it may mean a certain discount compared to the hotel fares offered in the hotel booking engine of Fireflies.com and other hotel portals.

The portal usage right given as a gift does not entitle and guarantee any discount if user purchases any other product on Fireflies.com (eg. air ticket, transfer, car rental).

Swiss Halley AG reserves the right to limit or cancel the use of portal usage rights given as a gift for travel package purchases according to the actual economic situation and its business strategy.

b. Travel package purchases in stages

In stage purchase of any travel packages is not possible as of 28 June 2020. Ongoing in stage purchases can be continued until attaining Life package rights. Life upgrade is available at any time with no restrictions.

(1) Swiss Halley AG provides an opportunity to the user to purchase Basic, Smart or Life travel packages in so-called stages.

(2) Stage: a purchase process consisting of three units. After purchasing the three units, the stage can be considered completed. The user can complete further stages by purchasing further units.

Content of one stage:

	Diamond Voucher (pieces)	Best Price option* (pieces)	Right to use the reservation portal*	Price**
Unit 1	-	5	-	150 EUR
Unit 2	-	5	-	150 EUR
Unit 3	1	-	1 year*	200 EUR

*The starting date of the product's validity is always the purchase date of the first unit belonging to the stage providing the right.

**Handling fee not included.

(3) Units can only be purchased in their order, a maximum of one unit can be purchased per calendar month. Simultaneously, only one stage can be completed at one time.

(4) After completing the first stage (that is, purchasing the first three units), the user obtains Basic package rights* in case the purchases of the first and third units are carried out within three calendar months.

In case the purchase of the third unit is carried out after the third calendar month has passed, the products purchased up to that point remain possessed by the user as independent products, however, the stage cannot be considered completed, that is, no Basic package right is created. The completion of the stage necessary for the Basic right can be restarted in the next calendar month by purchasing the first unit of a new stage. In this case, the user will acquire Basic package rights even if the completion of the stage needed for obtaining Basic package rights is carried out in more than three calendar months.

Example: regarding a first unit purchased on March 31, the user acquires Basic package rights following the purchase of the third unit exclusively if the second unit is purchased in April and the third unit is purchased in May, as well.

In case the third unit is not purchased in May but, outside the three calendar months, in August, for instance, the purchase of the third unit does not create Basic package rights, however, the user takes ownership of the products purchased with the units. The user acquires Basic package rights following the completion of a new stage, this can happen outside the three-month deadline, too.

The 30-month deadline always starts from the month when the very first unit is purchased. Based on the present example, August 2019 is the last month when a unit can be purchased.

After completing the three stages, the user acquires Smart package rights* in case the purchase of the first unit belonging to the first (either completed or not completed) stage and the completion of the third stage is carried out within 30 calendar months. Following the completion of the seventh stage, the user acquires Life package rights* in case the purchase of the first unit belonging to the first (either completed or not completed) stage and the completion of the seventh stage is carried out within 30 calendar months.

In case the purchase of the first unit belonging to the first stage and the completion of the seventh stage is not carried out within 30 calendar months, keeping the level of rights acquired up to that point the user can continue to purchase further units and complete stages, however, by completing a stage, their level of rights does not change but they extend their portal usage validity by one year. Users acquiring Basic or Smart package rights within 30 months, who have not reached any further levels of rights within 30 calendar months, can also acquire Life package rights by purchasing the temporary promotional product, the package upgrade product available with conditions and in periods announced

in advance.

* The starting date of the portal usage right validity period is always the purchase date of the first unit belonging to the stage providing the right.

In case the validity of the portal usage right belonging to the Basic or Smart package possessed by the user expires during a phasic purchase that has not been completed, the portal usage right is extended until 11:59 pm on the last day of the second calendar month calculated from the purchase date of the unit that was purchased last. This can be carried out once per stage, at most.

In case the user has a Basic package, one stage can be regarded as completed. In case the user has a Smart package, three stages can be regarded as completed. In case the user has a Life package or has acquired Life package rights through the completion of seven stages, they can purchase further units and they can complete stages, however, a stage completed in this manner does not create new rights but extends the portal usage validity by one year.

(5) Following the purchase of the first unit of stage 1, the lump-sum purchase of Basic, Smart, or Life package is not feasible. Following the purchase of the first unit of stage 1, Basic, Smart, or Life package rights can only be obtained after completing the respective number of stages or using Life upgrades.

An exception being the case when the user does not gain Basic package rights having purchased the first three units (that is, the units were not purchased in three consecutive calendar months). In this case, the user can purchase travel packages with a lump-sum payment until they do not purchase another unit.

Loyalty packages can be purchased right after purchasing the first unit of stage one.

(6) Units can be purchased in the independent menu of phasic purchases, this menu contains detailed statistics concerning the user's phasic purchases. Units can also be paid for using the Travel Balance.

(7) Units can be purchased automatically in case the user requests the automatic purchase of the units (clicks to tick the checkbox) in their web office. In this case, always the next unit is automatically purchased at the soonest time following the first payment of the given month. The automatic purchase of units ends as soon as the user completes the seventh stage or the user removes the tick indicating their request for the automatic purchase of units in the web office. Swiss Halley AG assumes no responsibility for the failure of the automatic unit purchases.

By checking the automatic unit purchase box, the user accepts that the price of the given unit is deducted from the Travel Balance. At the same time, they also accept that, in case the Travel Balance does not have any or sufficient funds released from quarantine, the outstanding sum is deducted from the distributor's commissions/bonuses that have been released from quarantine, i.e. those that are payable. In case neither the Travel Balance's nor the commission balance's unquarantined amounts can provide sufficient funds for the unit purchase, the outstanding amount is settled using the quarantined items of the Travel Balance and the commission balance.

In case the payable items on the user's commission balance along with their Travel Balance do not provide adequate coverage for the purchase of the unit, the user, by ticking a so-called checkbox when making a payment on Fireflies.com, expressly consents that the value provided by the outstanding amount increased by the handling fee is settled using their bank card, in the form of the so-called automatic payment renewal.

If the automatic renewal of payments is enabled for several product types at the same time, these will be purchased in the following order:

1. Best Price Option or BPO Travel Package
2. Intermittently purchased unit(s) of Loyalty package
3. Intermittently purchased unit(s) of travel package

c. Loyalty packages

(1) Loyalty package is a special type of travel package. The name of the various Loyalty packages: Loyalty Standard, Loyalty Plus, Loyalty Professional (hereinafter Loyalty Pro), Loyalty Rapid. Loyalty packages are characterized by the following features:

Product name	Product content			Product price*
	Diamond voucher	Multi Holiday option*****	Portal usage right (év)	
Loyalty Standard	1	1	1	500 EUR
Loyalty Plus	3	3	5	1500 EUR
Loyalty Pro	7	7	15	3500 EUR
Loyalty Rapid***	3	4 + 3 Best Price options	0	1890 EUR
Product validity****	1 year (except for Loyalty Pro: 2 years)	5 years**		

*Handling fee not included.

**The validity of unused Holiday Coupons and Best Price options purchased before November 19, 2016, is also 5 years from the date of purchase.

*** Loyalty Rapid package can be purchased under the menu Loyalty Cycle positions, at the given position, exclusively.

****The beginning of product validity is the day of purchase.

*****Extra qualification point is valid in the case of packages purchased after 4:00 pm on January 9, 2019, exclusively.

*****One Multi Holiday option contains 10 Best Price options.

(2) Loyalty packages can also be purchased from Travel Balance, in part or in full.

(3) Loyalty packages purchased before April 2, 2020, neither create nor extend portal usage rights (except for users who purchased at least 3 VIP Travel packages between April 2 and June 22, 2020; see Appendix 7 of our General Business Terms and Conditions for details).

Loyalty packages purchased between April 2 and June 22, 2020, contain portal usage right in case the user does not have a valid Basic, Smart, Life, Loyalty Standard, Loyalty Plus, or Loyalty Pro package at the time of purchase. Loyalty packages purchased in this manner provide portal usage right with the following validity periods - starting on the day when the purchased package is added to the account.

- For Loyalty Standard: 1 year (with the discounts provided by Basic packages).
- For Loyalty Plus: 5 years (with the discounts provided by Smart packages).
- For Loyalty Pro: 15 years (with the discounts provided by Life packages).

The portal usage right details concerning the Loyalty packages purchased after June 22, 2020, can be found at the product description.

(4) Diamond vouchers, Holiday Coupons and Best Price options purchased in the Loyalty package can be used without portal usage right within the validity period.

d. Purchasing Loyalty packages in phases

(1) Swiss Halley AG provides the user with the opportunity of purchasing Loyalty Standard packages in so-called phases.

2) Stage: a purchase process consisting of three units. After purchasing the three units, the stage can be considered completed. The user can complete further stages by purchasing further units.

Content of one stage:

	Diamond Voucher*	Best Price opció*	Qualification points	Foglalóportál használati jogsútság*	Price**
Unit 1	-	5	150	-	150 EUR
Unit 2	-	5	150	-	150 EUR
Unit 3	1	-	200	1 year	200 EUR

*The starting date of the product's validity is always the purchase date of the first unit belonging to the stage providing the right.

**Handling fee not included.

***Users with phasic Loyalty purchases that are under completion starting from before June 1, 2020, can complete their phasic purchases in progress according to the rules that were in effect before June 1, 2020.

(3) Units can be purchased in the right order, exclusively, and a maximum of one can be purchased per calendar month. Only one stage may be completed at a given time.

(4) While carrying out phasic purchase, the user may purchase Loyalty Standard or Loyalty Plus packages with a lump-sum payment. Purchasing Loyalty Standard package with a lump-sum payment is not possible once the first unit of stage 7 is purchased. Purchasing Loyalty Plus package with a lump-sum payment is not possible once the first unit of stage 4 is purchased. When phasic purchase is carried out, 1 Loyalty Standard package purchased with a lump-sum payment qualifies as 1 completed stage, 1 Loyalty Plus package qualifies as 3 completed stages.

(5) After completing the first stage (i.e. purchasing the first three units), the user acquires Loyalty Standard package rights in case the purchase of the first and third unit is carried out within three calendar months. In case these three units are not purchased within three months, the products purchased up to that point remain in the user's possession as independent products, however, the stage cannot be regarded as a completed one, i.e. it does not create Loyalty Standard package rights.

(6) Units can be purchased in a separate menu dedicated to phasic purchases, this contains detailed statistics about the user's phasic purchases. Units may also be purchased using the Travel Balance.

(7) In case four more Loyalty Standard packages are purchased via phasic purchase, the user is entitled to the Smart travel package reservation discount.

In case the three further Loyalty Standards they have purchased also contain portal usage rights, the user is entitled to receive two extra years (i.e. a total of five more years) of portal usage rights, the start date of their validity period is the day following the end date of the previous portal usage right.

In case four further Loyalty Standard packages are purchased via phasic purchase, the user is entitled to the Life travel package reservation discount.

In case the four further Loyalty Standard packages they have purchased also contain portal usage rights, the user is entitled to receive six extra years (i.e. a total of ten more years) of portal usage rights, the start date of their validity period is the day following the end date of the previous portal usage right.

In case the user has Life package rights and purchases further Loyalty Standard packages via phasic purchase or with one single payment, their portal usage rights will be extended by one year, adding it to the expiry date of their existing package, with each and every Loyalty Standard package they purchase.

(8) Units can be purchased automatically in case the user requests the automatic purchase of the units (clicks to tick the checkbox) in their web office. In this case, always the next unit is automatically purchased at the soonest time following the first payment of the given month. The automatic purchase of units ends as soon as the user removes the tick indicating their request for the automatic purchase of units in the web office. Swiss Halley AG assumes no responsibility for the failure of the automatic unit purchases.

By checking the automatic unit purchase box, the user accepts that the price of the given unit is deducted from the Travel Balance. In case the user's Travel Balance does not provide adequate coverage for the purchase of the unit, the user, by ticking a so-called checkbox when making a payment on Fireflies.com, expressly agrees that the value of the outstanding amount increased by the handling fee will be settled by their bank card, in the form of a so-called automatic payment renewal.

If the automatic renewal of payments is enabled for several product types at the same time, these will be purchased in the following order:

1. Best Price Option or BPO Travel Package
2. Intermittently purchased unit(s) of Loyalty package
3. Intermittently purchased unit(s) of travel package

e. VIP travel package

Product description

(1) The VIP travel package is a special type of travel package with the following products and characteristics:

Product name	Product content					Price*
	Best Price Option**	Diamond Voucher	VIP Cycle position	Qualification points	Extra qualification points	
VIP travel package	20	2	1	1 000	1 000	1 0000 EUR

*Handling fee not included.

** The expiration of the products is 3 years. This period starts on the day of the purchase.

The validity of the Diamond Vouchers in the package is one year, if you buy one or two VIP Travel packages. If you buy in one single transaction at least three VIP travel packages, the validity of the Diamond Vouchers including the VIP Travel packages will be 2 years. The validity period starts on the day of purchase.

(2) You are eligible to buy VIP Travel Package only if own a Loyalty Standard package or a unit of it purchased intermittently, or a Loyalty Plus package, or a Loyalty Pro package, or a Best Price Option bought after 4 January 2021 as a separate product, or a BPO Travel Package.

You can own at once maximum three VIP Travel packages. Except if you have purchased at least one VIP Travel package before 01 June 2021: in this case you can own more than three VIP Travel packages at the same time.

(3) VIP travel packages may be purchased on the opening page of the VIP travel bonus section of the Fireflies.com web office, here, only VIP travel packages may be purchased. New positions can be filled up one after the other.

(4) VIP travel packages can also be purchased using the Travel Balance, in part or in full.

(5) The Price options purchased in the VIP travel package can be used without portal usage right within their validity period.

(6) Position restart: Swiss Halley AG places into a VIP Cycle without extra fees one position eligible for VIP Cycle Bonus, following the rules of sponsor tracking.

(7) VIP Cycle position restart for those who buy VIP Travel package after 01 June 2021.

The criteria of the restart is that the position shall become eligible to a VIP Cycle Bonus payout

- within 180 days in case of a purchase of 1-2 VIP Travel packages;
- within 365 days in case of a (single-transaction) purchase of 3 VIP Travel packages.

After the restart You will be entitled to:

Number of VIP Travel packages purchased	1-2	3*
Number of Diamond Vouchers credited during the restart**	2	
Validity of Diamond Vouchers credited during the restart***	1 year	2 years
Fee of the restart	0 EUR	

*If all VIP Travel Packages purchased in one single transaction

**The extra Diamond Vouchers will be credited on the 14th day after the completion of the cycle which generated the restart. If you get a 100 % reimbursement of any VIP Travel packages in during the completed VIP Cycle, you are entitled to get the cycle bonus but not the extra Diamond Vouchers.

***The validity period of the Diamond Vouchers start on the day of their credit.

The VIP Cycle positions re-activated by Swiss Halley AG related to the BPO Travel Package purchase are

only eligible for a one-time payout of the VIP Cycle Bonus.

(8) Restart of VIP Cycle position for those who have purchased their VIP Travel package product(s) before 01 June 2021.

If you have purchased VIP Travel Package before this date, Swiss Halley AG restarts your position only if you have bought a Best Price Option travel package maximum 40 days before the purchase of the VIP Travel package, and

the position becomes eligible for VIP Cycle Bonus within 180 days after the purchase of the VIP Cycle Bonus.

If you purchase VIP Travel Package(s) before 01 June 2021, you do not need to buy Best Price Option and BPO Travel Package to get a 365-days validity for your restarted position.

Inactive VIP Cycle Positions generated before 01 June 2021 can only be filled up following the rules valid as of that day.

(9) Special rules might apply for users who purchase VIP Travel Packages before 01 June 2021. See Appendix 8 of General Business Terms and Conditions: Special rules for purchasing VIP Travel packages.

(10) Any position can be restarted only once with no extra fee. Restarted positions are valid for 365 days from date of the restart.

If no position becomes eligible for payout within 365 days in the VIP Cycle of the restarted position, after 365 days the position will be erased from the particular VIP Cycle. It will be inactive, which can be reactivated if the user buys an other VIP Travel Package.

In case a cycle gets completed within 365 days after the restart of the position in the VIP Cycle, but not the restarted position gets eligible for VIP Cycle Bonus, after the completion of the cycle the restarted position becomes a root position. It will be inactive, which can be reactivated if the user buys an other VIP Travel Package. After the reactivation the position will be placed back to the cycle according to the rules of sponsor tracking.

In case the restarted position gets eligible for VIP Cycle Bonus within 365 days after the restart of the position, after the completion of the cycle the position becomes inactive, which can be reactivated if the user buys a VIP Travel Package.

f. Best Price option and Bpo Travel package

(1) The criteria below apply to purchases of a Best Price Option as a separate product.

Name of the product	Content of the product	Validity*	Price of the product**	Participation in the Fireflies Travel program
Best Price Option	1 Best Price Option	1 year	30 EUR	no

* Validity starts on the day of the product purchase.

*** Handling fee not included.

(2) Best Price Options purchased in BPO Travel Packages are subject to the following rules.

Name of the product	Content of the product	Validity*	Price of the product**	Participation in the Fireflies Travel program
Best Price Option	3 Best Price Option	3 years	90 EUR	yes

* Validity starts on the day of the product purchase.

*** Handling fee not included.

For users not having portal usage rights in the moment of BPO Travel Package purchase, Swiss Halley AG grants portal usage rights matching the rights of the Basic travel package for the month of the purchase.

(3) You can purchase either one Best Price Option or one BPO Travel Package in one calendar month.

Example: If you buy one Best Price Option in February, you cannot purchase another Best Price Option or a BPO Travel Package. But in March you can buy one Best Price Option or one BPO Travel Package.

(4) The automatic renewal of payments for Best Price Options and BPO Travel Packages is set as the default. The moment the first Best Price Option or BPO Travel Package is paid, the automated monthly purchase is set and started by the system. In this case the system will make 3 attempts each month to purchase the same product automatically: on the two occasions of commission calculation and on the 5th of the month at 12pm (CET).

User accepts by the automatic renewal of payments that the price of the product will be deducted from the un-quarantined commissions before the payout is made. User also accepts that in case his/her commission balance does not cover the price of the product purchase, the uncovered price elements plus the transaction cost will be automatically debited from his/her bank card. Payment will be made on the payment site of the financial partner of Swiss Halley AG. Swiss Halley AG does not have access to and does not store bank card details.

Swiss Halley AG does not take responsibility for problems with the automatic renewal of payment arising on the part of the User.

The automatic renewal of payments can be de-activated in the User's web office under the menu "Purchase a Fireflies Product » Best Price option" or "BPO Travel Package" by removing the tick from the check-box called "Automatic renewal of payments". If it is switched to inactive, the user can only purchase product by using his/her bank card as usual. Swiss Halley AG will not start any automatic purchase in this case.

If the automatic renewal of payments is enabled for several product types at the same time, these will be purchased in the following order:

1. Best Price Option or BPO Travel Package
2. Intermittently purchased unit(s) of Loyalty package
3. Intermittently purchased unit(s) of travel package

In case of a reimbursement of a Best Price Option or a BPO Travel Package the automatic renewal of payments will be de-activated for the reimbursed products.

The automatic renewal of payments can be re-activated in the User's web office under the menu

“Purchase a Fireflies Product » Best Price option” or “BPO Travel Package” by ticking the check-box called “Automatic renewal of payments”. Bank card details must then be provided again, as Swiss Halley AG does not store them.

(5) Fireflies travel program

Buying the Best Price option or BPO Travel Package every consecutive month qualifies you for the following rewards marked in the table below.

Duration of consecutive purchases	In case of purchasing a Best Price option	In case of purchasing a BPO Travel package
After every three months	90 extra qualification points	270 extra qualification points
After every six months	-	1 Diamond Voucher* Participation in a raffle to win a trip
After every twelve months	12 months Basic Travel package booking and discount rights**	-

* 2 years validity. To be credited on the 15th day of the month following the purchase.

** Only if at the time of the 12th purchase the user doesn't have a travel package with a valid portal usage right.

Only those months will be considered for the duration of consecutive purchases when the same product has been purchased. In case of any interruption the count of months reverts zero. Interruptions can occur in the followings cases:

- If User does not purchase a BPO Travel Package in the given month.
- If User purchases a Best Price Option as a separate product, because in this case he/she can not buy a BPO Travel Package in the same calendar month.

Other than the Best Price Option, any travel packages and products can be purchased as these do not effect the Fireflies Travel Program.

User can participate in the Fireflies Travel program unlimited times, meaning for more 6-months periods after one another.

Example: The table below shows product and reward acquired by two different users who has been purchasing the actual product - the Best Price option or the BPO Travel package - for 12 consecutive months.

	In case of purchasing a Best Price option	In case of purchasing a BPO Travel package
Best Price option	12 pieces	36 pieces
Validity of the Best Price Option	1 years	3 years
Qualification point	360	1.080
Extra qualification point	360	1.080
Diamond Voucher	-	2 pieces
Basic Travel package rights	12 months*	In 12 months from the date of purchase till the end of the month
Participation in a raffle to win a trip under the Fireflies Travel Program	-	two times

* Only if at the time of the 12th purchase the user doesn't have a travel package with a valid portal usage right.

The User can participate in the raffle to win the trip if he/she started to purchase BPO Travel Packages within 6 months preceding the raffle, and continued to make those purchases with no interruption until the month of the raffle. Raffles take place twice a year. All participants have their chances to win multiplied by the number of consecutive months (up to 6) in which they purchased the BPO Travel Packages.

The trips will be pre-defined, most likely wellness trips offering active relaxation and high-quality accommodation in pre-defined periods, for maximum 2 persons.

One User can win in the raffle only once. The prize cannot be converted to cash. If the winner fails to contact Swiss Halley AG within 14 days after the raffle, the trip will be raffled again. Winners (including those who do not claim their rewards) cannot participate in the next raffle.

g. Price of the products included in the packages in case packages are purchased

The below prices are exclusively valid in case the purchases are made in travel, Loyalty or VIP travel packages.

Product name	The price of one product*
Travel voucher (Diamond voucher)	200 EUR
Multi Holiday Option for the travel or Loyalty package	300 EUR
Multi holiday Option for the VIP travel package	250 EUR
Booking portal usage right	28,5 EUR

*Handling fee not included.

h. Usage of the Best Price Option

(1) Exclusively in the case the hotel reservation was made on the Fireflies.com website, Best Price option provides to the user a one-time entitlement and opportunity with the following conditions and discounts.

The user can get the lowest available accommodation reservation price using their bank card as a payment method on Fireflies.com through using Best Price options for their accommodation reservations on Fireflies.com made either for themselves or other users.

(2) A user (hereinafter Transferor) who has Best Price options can conditionally transfer their Best Price option to a user (hereinafter Option transferee) who is situated within the structure of the Transferor and does not have a valid Best Price option.

- The Best Price option obtained through conditional transfer is available in the Option transferee's web office but remains owned by the Transferor. The Option transferee cannot treat the Best Price option obtained through conditional transfer as their own (e.g. they cannot alienate or transfer it), accommodation reservation for themselves or someone else forms an exception, see next clause.
- Option transferee can use the Best Price option obtained through conditional transfer for accommodation reservation made for themselves or someone else on Fireflies.com, in accordance with the Best Price option rules of use. The Option transferee, by using the Best Price option obtained through conditional transfer for accommodation reservation, is entitled to a discount equivalent to the all-time accommodation discount available to Life travel package owners, regardless of whether they make the reservation for themselves or someone else.
- In case the Best Price option obtained through conditional transfer is used by the Option Transferee, the Transferor is entitled to a one-time credit of 8%** of the net price of the accommodation reservation minus the handling fees, as commission.
- In their own web office, the Transferor is entitled to obtain information regarding the transferred Best Price options, exclusively about their utilization status.
- Best Price options transferred conditionally that have not been utilized can be recalled by the Transferor to their own web office, for their own use, any time. Starting from the moment of recall, the Best Price option becomes unavailable to the Option Transferee.
- Withdrawn Best Price options do not qualify as transferred products, consequently, withdrawn Best Price options can conditionally be transferred.
- Due to the transfer's nature, the identification of the transaction is based on the username of the Transferor and that of the Option Reciever. When starting the transfer, the Transferor accepts that their username becomes visible in the Option Reciever's web office. When accepting the transfer, the Option Receiver accepts that their username becomes visible in the Transferor's web office.

In case a Best Price option is converted into Holiday Coupon, and the Holiday Coupon is transferred, it is to be considered as the transfer of the Best Price option. Best Price options and Holiday Coupons may be transferred only once. Consequently, Holiday Coupons transferred this way may not be transferred again, and after converting them back into Best Price options, conditional transfer may not be carried out, either.

(3) The owner of Best Price option can book an accommodation also for another natural person, that is, the owner of Best Price option does not have to be listed among the travelers.

In case the owner of the Best Price option books an accommodation for him or herself using the Best Price option, the reservation is made at an 8% discounted price compared to the price available to Life travel package owners.

In case the owner of the Best Price option makes an accommodation reservation for another person using the Best Price option, the reservation is made at the price available to Life travel package owners

The owner of the Best Price option used for the reservation is entitled to receive a one-time credit** of 8%, as commission, calculated from the net price of the accommodation reservation reduced by the transaction cost.

*Price excluding handling fee

** May only be credited to the commission account. It cannot be credited to the Travel Balance. Users without Commission accounts are not entitled to the credit. Quarantine conditions applying to commissions of accommodation reservation apply to the quarantine conditions of crediting, while commission payment rules govern the payment conditions.

(4) Best Price option can be used also in case the user does not have a valid portal usage right at the time the reservation is carried out. Best Price option neither creates, nor overrides any further reservation or other rights related to packages.

(5) Best Price option does not apply to reservations carried out through our strategic partners (e.g. Booking.com).

(6) Best Price option does not apply to hotel reservations carried out partly or in full using vouchers or Holiday Coupons or to those hotel reservations where the payment is not carried out on the reservation portal.

(7) The validity period for the Best Price option starts at the moment the package containing the Best Price option is purchased, it is included among the data belonging to the Best Price option in question.

(8) The user is entitled during the validity of the product to convert one valid and unused Best Price option into one Holiday Coupon or one valid and unused Holiday Coupon into one Best Price option in the » Profile or Web office > Profile» My Holiday coupons or Profile» Best Price options menu.” The unused Best Price option or Holiday Coupon converted in the above manner can be re-converted or converted back any time within its validity period.

The validity deadline of the product converted in the above manner once or multiple times is always the same as the validity deadline of the original product, it can be found in the web office, among the data belonging to the given product.

(9) One Best Price option may only be used once and for only one reservation.

a. Usage of a Best Price Option bought in a package

One Best Price Option bought in a package enables a maximum of two adult travelers per reservation to book their accommodation. In case more than two adults are traveling together using the same accommodation reservation, then more Best price options need to be used for one reservation in order for the travelers to access the discounts provided by Best Price options.

One Best Price option enables a maximum of two adult travelers per reservation to book their accom-

modation. In case more than two adults are traveling together using the same accommodation reservation, then more Best price options need to be used for one reservation in order for the travelers to access the discounts provided by Best Price options.

For instance, an accommodation reservation made for 2 adults needs 1 Best Price option, one made for 3 adults needs 2 Best Price options, one made for 4 adults also needs 2 Best Price options, while a reservation for five adults needs 3 Best Price options, and so forth.

The number of children is not taken into account while determining the number of Best Price options needed for making the reservation.

For instance, the accommodation reservation made for 2 adults needs 1 Best Price option, and the accommodation reservation made for 2 adults + 3 children also needs 1 Best Price option.

When using Best Price options, a person can be regarded as a child if they are younger than 18 years old at the moment of reservation. While making the reservation, the accommodation may define the concept of “child” differently; Swiss Halley AG has no influence on this.

b. Purchase of Best Price Options as separate products (as one single product)

There is only one major difference from the package purchase: no child discount is available in this case, so all children count as adults.

One Best Price Option bought separately (as one single product) enables a maximum of two travelers per reservation to book their accommodation, regardless of their age. For booking an accommodation for more than 2 travelers, you may need to use another Best Price Option(s) to get the discounts offered by the Best Price Options.

Example: 1 adult + 1 child counts as two travelers; for their joint accommodation 1 Best Price Option is needed. 1 adult + 2 children counts as 3 travelers; 2 Best Price Options are needed. 2 adults + 2 children counts as 4 travelers; 2 Best Price Options are needed. 2 adults + 3 children counts as 5 travelers; 3 Best Price Options are needed, and so on.

(10) After September 10, 2020, you can also use more Best Price options when making previously defined accommodation reservations. These special offers have been pre-booked by Swiss Halley AG. They are updated on an ongoing basis, and their fixed prices are guaranteed at the time of booking by Swiss Halley AG. At the moment of Swiss Halley AG’s reservation, the value of one Best Price option is at least €30, considering the strategic partners’ offers for the same dates and accommodation, the same number of guests, the same room and board type, and the same cancellation policy (cancellation deadlines may differ).

(11) Modification and cancellation policies applying to hotel reservations carried out through bank card payment also apply to the reservation made using the Best Price option. In case the hotel reservation can be cancelled free of charge, the user can also re-use the Best Price option with its original expiry date.

(12) Using Best Price option, only non-refundable accommodations can be reserved for periods that exceed the expiry of the Best Price option in case the reservation is made by the user within the validity period of the Best Price option.

(13) The use of Best Price option can be combined with other promotions and discounts exclusively in case it is expressly indicated.

(14) Best Price option cannot be sold or used at auctions, it is especially not permitted to offer the Best Price option for sale on so-called internet auction portals (e.g. eBay). Multiplication and digitization of the Best Price option is also forbidden.

(15) The user is entitled to select the type of Best Price option they want to use for the given reservation in case they have at least two types of Best Price options.

(16) During the reservation carried out by a user who owns more than one Best Price options of the same type, their Best Price option with the earliest expiry date is used.

(17) Best Price option cannot be transferred within 14 days after the purchase of Multi Holiday Option or travel package.

(18) Swiss Halley AG may decide upon individual user request to prolong the validity of one or more Best Price Option(s) belonging to the user. Swiss Halley AG reserves the right to define the prolongation period, the starting and end date of the new validity and the conditions of the usage during the prolonged validity period.

The conditions of usage during the prolonged validity period may differ from the conditions valid for the basic validity period. Swiss Halley AG informs the user about the different conditions (especially about the starting and the end date and the new conditions of the prolonged period).

i. Other products

Product name	Product content	Product price*
Multi Holiday Option***	10 db Best Price Option****	300 EUR / year
Travel voucher (Diamond voucher)	1 travel voucher (Diamond voucher)	280 EUR / year
Basic Upgrade package**	The extension of the Basic package purchased earlier into Life package, conditions are included in the actual announcement.	According to the actual announcement**
Smart Upgrade package**	The extension of the Smart package purchased earlier into Life package, conditions are included in the actual announcement	According to the actual announcement**

*Handling fee not included.

**Package upgrade is an intermittent promotional product, it can only be purchased according to the previously announced conditions and in the pre-defined period.

*** Multi Holiday Coupon will be available as Multi Holiday Option from August 29, 2019.

**** ***The expiration of the products is 3 years. This period starts on the day of the purchase.***

I.3. SERVICES CONNECTED TO THE PRODUCTS

I.3.1. THE RANGE OF SERVICES AVAILABLE WITH THE PRODUCTS

	Services						
	Web office	Accommodation reservation with bank card/Travel balance	Flight ticket purchase, car rental, ticket purchase for activities, transfer reservation, travel insurance	Travel voucher offers	Holiday Coupon Offers	Travel guides	Hotline
Registration	no	no	no	no	no	no	no
Portal usage right	no	yes, 1 year	yes	no	no	yes	yes
Entry fee for distributors	yes	no	no	no	no	no	yes
Web office usage fee	yes	no	no	no	no	no	yes
Holiday Coupon	no	no	no	no	yes	yes	yes
Best Price Option	no	yes, once	no	no	no	yes	yes
Multi Holiday Option	no	no	no	no	yes	yes	yes
Travel voucher	no	no	no	yes	no	yes	yes
Basic Travel Package	no	yes*, 1 year	yes	yes	yes	yes	yes
Smart Travel Package	no	yes*, 5 years	yes	yes	yes	yes	yes
Life Travel Package	no	yes*, 15 years	yes	yes	yes	yes	yes
Loyalty Standard, Loyalty Plus and Loyalty Pro package	no	yes	yes	yes	yes	yes	yes
Loyalty Rapid package	no	no	no	no	no	yes	yes
VIP travel package	no	no	no	no	no	yes	yes

I.3.2. DISCOUNTS AVAILABLE WITH THE PRODUCTS

(1) Only the products mentioned in the following table provide reservation discounts.

Product	Discount type	Discount rate
Best Price Option	accommodation reservation	Lásd II.5. (3) pont
Basic Travel Package, Loyalty Standard package	accommodation reservation	6,0%
Smart Travel Package, Loyalty Plus package	accommodation reservation	10,0%
Life Travel Package, Loyalty Pro package	accommodation reservation	14,1%

Discounts are defined in relation to the prices calculated for the portal usage right.

(2) This discount does not apply to reservations made through our strategic partners (e.g. Booking.com), with Holiday Coupons, with travel vouchers and with Best Price options. Strategic partner: in case such reservations are made, payment is not carried out on the reservation portal www.fireflies.com.

(3) The discounts cannot be combined, except for purchases made using Best Price options, see section II.5. (3).

A travel package can be considered valid if its portal usage right is still valid, i.e. the expiry date of portal usage right comes after the examined date.

II. DATA PROTECTION DECLARATION

(1) When registering, and reserving/purchasing products and services, the user provides his personal data by filling the form to Swiss Halley AG.

(2) The personal data (e.g. title, name, address, e-mail address, phone number, fax number) provided by the user is used by Swiss Halley AG according to the Swiss data protection law for settlement purposes, and to control the conformity to this General Business Terms and Conditions (hereinafter referred to as: 'GBTC'). Accordingly, Swiss Halley AG may register, store and process only the data provided by the user on the online form. Swiss Halley AG uses cookies, in order to be able to assess the demands and needs of the visitors.

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (April 27, 2016) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, on the territory of the European Union, Swiss Halley AG provides information in the Data Processing Guidelines available on its website.

(3) Swiss Halley AG may share the user's data with third parties that provide services to the user on Swiss Halley AG's behalf. All third-party service providers are required to take the security measures in line with Swiss Halley AG's policies in order to protect your data. Swiss Halley AG does not allow third parties to use the user's data for their own purposes. Swiss Halley AG gives permission to process the user's data only for specified purposes and in accordance with Swiss Halley AG's instructions. Swiss Halley AG does not share more data than the minimum amount necessary. Furthermore, the Company forwards the data to its partner, who performs the acceptance of the bank card within the framework of the hotel reservation.

(4) When reserving the services and when registering at Swiss Halley AG, the data is forwarded using 'Secure Sockets Layer (SSL)' technology. Swiss Halley AG never asks the user to provide confidential bank and credit card data, e.g. PIN code. Swiss Halley AG does not store these confidential data.

(5) The user is entitled any time to request the modification, disabling or deletion of certain personal data through the info@fireflies.com e-mail address.

(6) When the contract is terminated, those user data are stored, that have to be kept based on laws – except when the user approved their further use.

(7) Swiss Halley AG provides more information about its data processing practices and regulations in the document titled "Data Processing Guidelines".

III. GENERAL BUSINESS TERMS AND CONDITIONS FOR THE PURCHASE/USE OF THE PRODUCTS AND SERVICES OF SWISS HALLEY AG

III.1. REGISTRATION

(1) The purchase/use of the products and services of Swiss Halley AG may take place following registration. The registration is only possible through the referral link. The registration is free and takes place on the website of Swiss Halley AG (www.fireflies.com).

(2) In case the user receives their individual referral link from a Fireflies user through the system of Swiss Halley AG via email, they can accept this invitation by clicking the referral link within 72 hours of the receipt of the email. Clicking the referral link opens the registration form.

In case the user does not use the referral link within 72 hours, Swiss Halley AG automatically and instantly deletes all the data belonging to the user, disclosed in connection with the invitation.

(3) After you complete the registration form and accept the GBTC and Data Management Document, Swiss Halley AG sends you a message using the email address provided during the registration process to confirm the acceptance and validation of the registration. The user receives an activation link in the confirmation email. By clicking the activation link, you confirm your registration, and an online account also becomes activated.

(4) Registration confirmation can exclusively be carried out by clicking the activation link in the email; you have 72 hours following the receipt of the email to do so.

In case the user does not click on the activation link found in the confirmation request email within 72

hours, Swiss Halley AG automatically and instantly deletes all the data belonging to the user, disclosed in connection with the invitation and registration.

(5) Swiss Halley AG provides registration only to those individuals, who are over 18 at the time of registration, and whose legal capacity and capacity to act are neither limited nor precluded by law. By registering on the website of Swiss Halley AG, the user expressly confirms that he is over 18.

(6) Open or disguised multiple registrations are prohibited. It is forbidden to use the name of spouses, relatives, business names, companies limited by shares, private companies, investment companies and third parties, in order to evade this provision.

(7) Swiss Halley AG reserves the right to reject the registration application, without providing reason.

(8) The user fills in the online registration form published on the website of Swiss Halley AG and sends that electronically to Swiss Halley AG. The user is obliged to provide all the data necessary for the registration according to reality.

(9) At registration the user has to choose a personal username and password. The user name may not harm the right of a third party or rights connected to names or brands, effective laws or moral. The user shall keep the password confidential and is not entitled to inform a third party about it by any means. In case the user decides to share their password, the log-in data of their email address with their sponsor or with another user, and later, damage is caused by this sharing, Swiss Halley AG assumes no responsibility for the damages caused.

III.2. THE GENERAL TERMS AND CONDITIONS OF USE RELEVANT TO THE WEBSITE OF SWISS HALLEY AG

III.2.1 THE REGULATIONS FOR USE OF THE WEBSITE OF SWISS HALLEY AG

(1) The user shall be obliged to immediately inform Swiss Halley AG any time, when his password becomes available by a third party or a third party misused the internet account.

(2) The user may not harm the rights of a third party when using Swiss Halley AG website, may not inflict valid law or moral. The user undertakes especially to refrain from the following acts:

- publication of statements that are insulting, harassing, violent, approving violation, agitating, sexist, obscene, pornographic, racist, against moral or otherwise scandalizing or containing prohibited content,

- hurting, harassing, threatening, terrifying, defaming and humiliating other users or the employees of Swiss Halley AG,

- searching the personal or confidential data of other users or Swiss Halley AG employees, forwarding these or spreading, in other words not respecting the private sphere of other users or Swiss Halley AG employees,

- publishing untrue statements regarding race or religious affiliation, sex, sexual orientation, origin or social situation of other users or Swiss Halley AG employees,

- finding out, forwarding or publishing confidential information of Swiss Halley AG,

- publishing untrue statements about Swiss Halley AG,
- using copyrighted pictures, photos, graphics, videos, music parts, audio recordings, texts, brands, titles, names, softwares or other contents without the approval of the entitled party or permission provided by a legal provision,
- publishing advertisement, statements containing religious or political views,
- use of forbidden or illegal content;
- exploiting the programming errors;
- acts that cause the overload of the servers and/or increasingly disadvantageously influence the use of the service by other users.
- hacking and cracking activity, inciting or supporting such activities,
- spreading falsified software, furthermore, inciting or supporting the spreading of falsified software,
- uploading files that may contain viruses, Trojan programs, worms or faulty data,
- using and spreading so-called 'auto', 'macro' or other 'cheat utility' software programs,
- modification of the service or parts of the service,
- using a software that renders possible the data search or acquires or collects information in connection with the service,
- disturbing the data transfer process to and from the servers of the service or the website servers,
- gaining access to the servers of the service or the website servers.

(3) Swiss Halley AG reserves the right to deny the reregistration of the user, following the web office of the user was permanently disabled or deleted, or the Agreement concluded based on this GBTC between Swiss Halley AG and the user is terminated with extraordinary notice.

(4) Swiss Halley AG expressly reserves the right to immediately block the internet account of the user, in case during the use, the user breaches their obligations contained in the present General Business Terms and Conditions or disobey the effective laws.

(5) Swiss Halley AG expressly reserves the right to delete the user's account and all their data if they do not sign in to their account for 12 months and if they do not own Fireflies products or purchase travel services on Fireflies.com or use travel services on Fireflies.com in the 10 years preceding the date of deletion. Users registered for the newsletter will be notified by Swiss Halley AG via email 30 days before deletion, and informed about ways of preventing deletion.

(6) In the Profile or Web office menu, the user can choose whether they wish to entitle Swiss Halley AG to send commercial newsletters and can also select the language of the newsletter.

(7) The user understands that, solely in order to protect the user's interests, Swiss Halley AG can send emails to the user even if the user unsubscribed from receiving the newsletters.

(8) The lead time of the investigation forming the basis of the evaluation of inquiries, requests or maybe complaints, received by Swiss Halley AG in writing, is 30 days, this can be extended by 30 more days in case the investigation of the matter also requires the involvement of an external partner (usually a supplier). Swiss Halley AG sends notification to the user about the creation of the answer immediately or within 30 days or, in case an external partner is involved, within 60 days, at the latest. Questions received in writing are answered in writing in all cases.

(9) In case the user, when filing their complaint, requests the reimbursement of their expenses that arose in connection with the case, Swiss Halley AG is obligated to take measures concerning the case of cost reimbursement only if the user can verify it with an invoice containing the user's own name, meeting the requirements that are reasonable for financial receipts (e.g. necessary information: date of invoice, service used, payment method, amount, and currency). Accepting the invoice does not mean the reimbursement of expenses. Even if the evaluation of the complaint is favorable, Swiss Halley AG is still not obliged to reimburse every filed invoice or the total of a given invoice, in case the company or its partners consider that the expense verified by the invoice or a part of it was not reasonable.

(10) User acknowledges that in the course of using the services of Customer Relations, especially when contacting the Customer Service, they shall abstain from intrusive, obscene behavior and conduct that violates public taste and human dignity. In case, in the course of the phone calls made to the Customer Relations, user violates public taste and the dignity of the administrator, indulges in personalities, swears, administrator is entitled to warn the user that in case the user does not modify their behavior, the administrator can abort the call.

(11) The Customer Relations of Fireflies can exclusively be contacted in the languages displayed under the Customer Relations menu of Fireflies.com, accordingly, it is entitled and obliged to provide replies in these languages, exclusively.

III.2.2. PAYMENT CONDITIONS

(1) When purchasing the products and services of Swiss Halley AG the user may pay by bank card or credit card. In addition, Swiss Halley AG can only issue invoices about the purchased products and services that are in accordance with the Swiss law, in English, these will contain the purchaser data according to the provided billing information. Swiss Halley AG does not assume any responsibility in case this invoice is not in accordance with the tax authority or judicial provisions applying to the distributor.

(2) In case the invoice is modified for a reason attributable to the user, Swiss Halley AG has the right to charge an invoice modification fee of EUR 20. The invoice can be modified after the invoice modification fee has been paid. The invoice modification fee may also be paid using the Travel Balance.

(3) The prices of the products and services offered by Swiss Halley AG, thus, those of its own products, the accommodation prices, flight ticket prices, transfer prices, car rental fees and travel insurance prices etc. are net prices and contain neither commercial or any other taxes (e.g. tourist taxes), nor the handling fees.

(4) In case user cancels or deletes the reservation, Swiss Halley AG is entitled to deduct the handling fee from the refunded amount, except if the reservation fails due to the fault of Swiss Halley AG.

(5) In case the user has a Travel Balance in the system of Swiss Halley AG, Swiss Halley AG is entitled to credit the refund made for cancelled or failed reservations to the Travel Balance of the user. In case of a reservation cancellation, Swiss Halley AG credits the amount of the price reduced by the handling

fee to the Travel Balance. In case the user wants the refund of this kind to arrive at their bank account via bank transfer, the user is obliged to communicate this wish immediately to the e-mail address info@fireflies.com. In the event of a failed reservation, Swiss Halley AG is obliged to refund the handling fee only if the user requests the refund to be made to a bank account.

(6) In case of payment delay, the user shall be obliged to pay a default interest to Swiss Halley AG that is equal to the Swiss National Bank basic interest rate plus 5%.

III.2.3. THE AMOUNT OF HANDLING FEE

(1) Swiss Halley AG is entitled to charge a handling fee in case products or services are purchased.

(2) The handling fee is defined for each product type as the following percentages:

Product or service purchase	Handling fee rate
Hotel room reservation, transfer reservation, car rental, ticket purchase for programs, travel insurance.	1.4%
Flight ticket.	3.0%
Best Price option, BPO Travel Package, Multi Holiday Option, Basic, Smart and Life package. Every Loyalty travel package. VIP travel package Basic and Smart Upgrade package. Phasic purchase unit Diamond Voucher, entry and web office usage fee. Invoice modification fee.	3,5%

(3) The handling fee is charged based on the total amount paid by bank card (including also the handling fee itself). The amount paid from Travel Balance is not subject to handling fee payment.

III.2.4. TRAVEL BALANCE

(1) Using the part of the amount on the Travel Balance that has been credited against cancelled or failed reservations or best price guarantee claim, the user can freely purchase any of the products and services offered by Swiss Halley AG, except:

- entry fee and web office usage fee;
- Best Price option, BPO Travel Package;
- reservations made through our strategic partners (e.g. Booking.com), since these are services that are not offered through our own sales channel.

(2) In case the purchase is paid with travel voucher or Holiday Coupon the distributor may use the balance for the payment of the additional amount.

(3) In case more types of products and services are paid for simultaneously, the amount payable from the travel balance is deducted from the reservation price of travel services, first. The further items in the cart can be paid from the remaining part of the sum used from the travel balance, only subsequently.

(4) In case Swiss Halley AG has outstanding claims against the user and in case this claim cannot be

settled in any other way, Swiss Halley AG is entitled to debit the travel balance of the user with the amount of the claim.

(5) In case the payment is made from the Travel Balance, at first the items credited throughout the booking will be used, then the items credited earlier will be used in chronological order, starting from the amount credited on the earliest date.

(6) Amounts credited to the Travel Balance are differentiated and administered according to their titles

(7) Swiss Halley AG is entitled but not obliged to transfer the current balance of refunded amounts credited to the Travel Balance until September 30 of the given year against the cancelled or failed reservations, to the bank card from which the payment connected to the given refund was made, without prior notice, at the end of every calendar year (on the last banking business day, at the latest). In case the user meanwhile used their balance that was available on September 30 of the given year, in part or in full, only the difference is transferred. In case the user meanwhile used their balance that was available on September 30 of the given year, in part or in full, only the difference is transferred.

The refunded amounts are credited under their original titles (the ones they had prior to their use).

(8) In case the validity of the user's travel product or portal usage right included in their travel package expires, the refunded amounts, credited to their Travel Balance against the cancelled or failed reservations, are transferred in accordance with clause III.2.4. (7).

(9) In case the user has a payment created through commission accounting credited to their travel balance, while the validity of their entry fee or web office usage fee expired more than 90 days before, or while they have never owned any of those, he cannot claim it from the date starting on December 31, 2016 and Swiss Halley AG is entitled to use it as its own in the future.

(10) In case the user does not log in into her/his web office for two years, Swiss Halley AG is entitled to erase user's Travel Balance. In this case user gets an email notification, except if user's contact details has been archived upon user's request. User has 30 days from the date of the notification to use the available sum of her/his Travel Balance.

III.2.5. TERM, TERMINATION

The registration takes place for an indefinite period and it terminates only in the following cases: the user deletes himself or the web office is deleted according to III.2, Article 1, or the Agreement is terminated with immediate effect, in case the user fails to terminate the breach following his notification, or following the notification, the user repeatedly performs the same or similar breach.

III.2.6. AVAILABILITY OF THE WEBSITE, SERVICES, DROPOUT, MAINTENANCE

(1) Swiss Halley AG maintains a continuously controlled server system to ensure the website of Swiss Halley AG. However, the non-stop availability may not be guaranteed due to technical reasons. Among others, reasons related to maintenance, security or capacity, furthermore the events outside the sphere of influence of Swiss Halley AG may result in the temporary unavailability of the service or in restricted access to the website or Swiss Halley AG. The access to the service also depends on the technical equipment and Internet data transmission speed of the user.

(2) Swiss Halley AG reserves the right to modify its website and enlarge it in case that is necessary to the perfection of the website and/or the technical development renders that possible/demands that.

Swiss Halley AG undertakes that these modifications are performed according to the methods that may be expected by the user and taking the interests of the user into consideration.

(3) Regarding the capacity restriction, safety and integrity of the servers, furthermore, the evaluation of the technical measures, Swiss Halley AG reserves the right to temporarily restrict the services. Swiss Halley AG undertakes that such modifications are only performed according to the expectations of the user and taking into consideration the interests of the user.

(4) Swiss Halley AG reserves its right to modify and restrict the services. In case the services are restricted, the user cannot request termination or compensation.

(5) In the case of system error that is not a result of the direct or negligent behavior of the employees or performance assistance of Swiss Halley AG, the user is not entitled to terminate the Agreement or claim compensation.

(6) The user will receive notice in due time regarding the preventive maintenance works, furthermore, the operation breaks necessary for the technical modifications.

III.2.7. RESTRICTION OF LIABILITY

(1) Swiss Halley AG – except for fatal accidents, personal injuries and breach of contractual obligations – is only liable for damages that are a result of its direct or negligent behavior. This is also relevant to the indirect damages, and the loss of profits.

(2) The liability is restricted exclusively to damages that may be foreseen at conclusion of the Agreement, resulting from direct or negligent behavior, except fatal accident or personal injury and damages resulting from the breach of the Agreement, taking into consideration their size, it is restricted to typical average damages. This is also valid for indirect damages and the loss of profits.

(3) The restriction of the liability contained in clauses III.2.7. (1) and III.2.7. (2) is also valid for the employees and performance agents of Swiss Halley AG.

(4) The stored data content of the user are independent information for Swiss Halley AG according to the provisions of the valid telecommunication laws, therefore the law provides exemption regarding these contents from liability, Swiss Halley AG does not assume any liability regarding these contents.

(5) Practicing the present conditions, the following qualify as reasons of force majeure: external circumstances and events that are extraordinary, of exceptional character and cannot be seen in advance, unavoidable, not imputable to either of the parties, not calculable by them, not controllable, that arise after the conclusion of the contract, beyond the control of Swiss Halley AG and the circumstances of which cannot be avoided by Swiss Halley even if all due care has been exercised, according to the present state of technology and science. Force majeure events are, especially, unavoidable events arising from a reason beyond the interest of Swiss Halley AG, especially: natural disaster, fire, flood, lightning, wind storm, other serious natural disasters, act of authority, emergency, riot, civil war, war, country-level or other great-volume strike or similar work stoppage (except for the strike or work stoppage of the employees of Swiss Halley AG) (natural unfeasibility), furthermore, the long-term lack of technical conditions ensuring the access to the official website of Swiss Halley AG and the data base of Swiss Halley AG, outside the sphere of influence of Swiss Halley AG, ex-post change in the legislation, export or import ban, economic embargo, quarantine (legal unfeasibility).

Swiss Halley AG is not liable for the breach of the Agreement (not performing its obligations, erroneous or late performance), in case that is a result of the force majeure as described above. During the period of the force majeure event, the term of the Agreement is suspended, in case the performance of the contractual obligations is not possible due to the force majeure event.

(6) The official website of Swiss Halley AG may contain links to other websites. Swiss Halley AG does not assume liability for the linked advertisements, furthermore to the use, operation and content of the linked websites, the data protection systems linked to that, furthermore the products and services accessible through the websites.

(7) Swiss Halley AG does not assume liability for the websites linked to the website of Swiss Halley AG or linked to any part thereof. Furthermore, Swiss Halley AG does not assume liability for those websites that insert any part of the website of Swiss Halley AG.

(8) Swiss Halley AG do not assume responsibility for the quality, exact and correct content of visual contents (e.g. photos accompanying a hotel's offers) presented on its website by its business partners and suppliers.

(9) In case an incorrect price is displayed despite Swiss Halley AG and its service providing partners having taken all due care, with special regard to the price that is obviously incorrect or a remarkably low price that is displayed due to a system error, neither Swiss Halley AG nor its service providing partner is obliged to provide the purchase or the booking at the incorrect price, they can offer the purchase or the booking at the correct price or on the basis of an individual offer, being aware of this, the user can withdraw from their purchase.

(10) When using the accommodation search function on Fireflies.com, by selecting the filter option "Accommodation offers recommended by Fireflies", the offers that are cheaper than those of the strategic partners of Fireflies are displayed; these offers can also be paid using the Travel Balance and Best Price options. The offers (possibly with the same room type) provided by Swiss Halley AG's strategic partners and suppliers are compared using an automated algorithm; however, the compared results generated by the algorithm contain plenty of inaccuracies primarily due to the names of the room types that differ from supplier to supplier.

III.2.8. INFORMATION RELEVANT TO THE RIGHT OF CANCELLATION, EXCLUDING THE RIGHT OF CANCELLATION

(1) Right of cancellation

In case, following the registration, the user purchases a travel voucher, travel or Loyalty package, VIP travel package, Best Price option, BPO Travel Package, a unit obtained through phasic purchase, Multi Holiday Option from Swiss Halley AG, then he is entitled to ask for a refund of 100% of the purchase price paid for these products, reduced by the handling fee, in case the user informs Swiss Halley AG about this within 14 days of the purchase in writing. In case the distributor asks for a 100% refund with regard to their first unit acquired through phasic purchase and they do not have a completed stage yet, their travel packages, Loyalty packages, or VIP travel packages affected by the cancellation will also be refunded automatically and their positions received along with that package will also be deleted. In case a distributor with a Loyalty package asks for a 100% refund regarding their travel packages (Basic, Smart, Life packages) or due to any other reason, a 100% refund or chargeback is carried out concerning their travel packages, their Loyalty packages are also automatically refunded and their positions received with the Loyalty package are also withdrawn. (see also clause III.3.7. (11) b. 3-6. of General Terms and

Conditions for Distributors.)

In case a distributor with a VIP travel package asks for a 100% refund regarding their Loyalty packages (Standard, Plus, Pro) or due to any other reason, a 100% refund or a chargeback is carried out concerning their travel packages, their VIP travel packages will also be automatically refunded.

The written notification can take place via post or via e-mail sent to the address info@fireflies.com.

No portion of the entry fee, the web office usage fee, the price of the Best Price Option, the BPO Travel Package, or the VIP Travel Package is refundable beyond the 14th day following the date of purchase.

The user is entitled to request the refund of 50% of the purchase price of the above-mentioned products (except for the Best Price option, BPO Travel Package, entry and web office usage fee, units obtained through phasic purchase, stages completed through phasic purchase and VIP Travel package) reduced by the handling fee later than 14 days but within 6 months after the date of the purchase in writing (via post or via e-mail sent to the address info@fireflies.com).

The user accepts that in case he makes a reservation – either refundable or non-refundable – with the purchased travel voucher, Best Price option or Holiday Coupon within 6 months after the purchase, he automatically waives his right of cancellation regardless of whether he later cancels the reservation in question or not. The user also accepts that in case he makes a reservation – either refundable or non-refundable – within 6 months after the purchase of the Multi holiday Option, in the section of the booking portal where reservations can be made using bank cards, he automatically waives his right of cancellation regardless of whether he later cancels the reservation in question or not.

In case the distributor wants to cancel one of their phasic purchase units, that is not the unit they purchased last, they also have to request the cancellation of every unit they purchased after the concerned unit.

The user can claim the refund of the mentioned products' price under the above written conditions only in case the product has not been used either completely or in part. Concerning package products, completed and successful reservations on the booking portal and any sort of successful or final use of the vouchers, Holiday Coupons, or Best Price options included in the package are also considered as partial use of the product, regardless of the quantity of the products used. A booking (concerning any of the services) carried out using the product owned by the distributor and affected by the cancellation qualifies as successful (or final) use if the distributor has received any feedback regarding this booking based on which the transaction can be considered successful (or final). Acquiring any type and any amount of commission or bonus qualifies as (partial) use of the entry fee and web office usage fee, regardless of whether the commission or bonus has been paid.

The refund can only be requested by the user or distributor who made the payment. Swiss Halley AG can only perform the refund exclusively to the bank card with which the payment was made when purchasing the product.

Furthermore, regarding room reservations, the purchase of flight tickets, transfers, spare time activities and other services sold by Swiss Halley AG, the cancellation conditions of the partners of Swiss Halley AG are valid.

The cancellation shall be sent to the address below:

By post, in a registered letter sent against a receipt:
Swiss Halley AG, Churerstraße 47, 8808 Pfäffikon, Switzerland

Via e-mail:
info@fireflies.com

(2) The consequences of cancellation

a. In the case of a valid cancellation both Parties are obliged to hand over the received services and the possible gains to the other party. In case the services received or the gains (e.g. advantages due to the use) may not or just partly be handed over, or in a damaged condition, then the user is obliged to pay value addition to Swiss Halley AG. This may result, that the contractual payment obligations shall be performed for the period until cancellation. The refund of the paid amounts shall take place within 14 days. This deadline starts on the day when Swiss Halley AG takes over the cancellation declaration of the user.

b. In case a valid cancellation is carried out, the product concerned by the cancellation is deleted from the user account, simultaneously, the user loses all of their rights in connection with the product. The status of the user and the type of the user account is modified according to the rights deleted along with the product, in accordance with clause I.3. of GBTC.

(3) Special information

The cancellation right of the user lapses before the deadline, in case the Agreement is performed fully by both Parties and the expressed request of the user was completely performed before the user exercised its right of cancellation.

III.2.9. ABUSE OR FRAUD PROCEEDINGS

(1) In case Swiss Halley AG's partner responsible for bank card payments notifies Swiss Halley AG concerning a transaction that the transaction is under examination due to suspected abuse or fraud, Swiss Halley AG is entitled to immediately take the products purchased through the examined transaction back, and it is also entitled to immediately cancel the reservations made with the transaction, and to delete the reservation of the flight ticket.

After fraud suspicion arises, Swiss Halley AG contacts the user concerned for consultation purposes, following this, it considers the further steps of the procedure.

(2) In case the voucher, Diamond voucher or Holiday Coupon affected by the fraud has already been used and there are further valid vouchers or Holiday Coupons available for the concerned user, Swiss Halley AG is entitled to take the same number of vouchers or Holiday Coupons back as consideration.

(3) In case the products purchased through a transaction examined for suspected fraud have been transferred, Swiss Halley AG is entitled to immediately take the product back from its all-time owner. In case the product/products have already been used, Swiss Halley AG is entitled to cancel the reservations or delete the reservation of flight tickets.

(4) In case the abuse or fraud suspicion is confirmed, Swiss Halley AG is entitled to immediately exclude the user. In case the excluded user has available Travel Balance, commission balance, Swiss Halley AG is entitled to use these balances as compensation or mitigation for the damage caused to it.

(5) Swiss Halley AG is entitled to take the adequate legal steps and initiate the necessary proceedings at the competent authorities against the user concerned with suspected abuse or fraud.

III.3. GENERAL BUSINESS CONDITIONS FOR THE PURCHASE, TRANSFER AND USE OF VOUCHERS

III.3.1. SUBJECT

Observing the general business terms and conditions concerning the purchase, transfer and use of travel vouchers, and by observing the general user terms and conditions of the website of Swiss Halley AG, the user has an opportunity to partially pay for the offers, that can be booked with vouchers or Diamond vouchers offered on the website www.fireflies.com, with vouchers that were bought earlier from Swiss Halley AG or were transferred from another user or were received from a distributor of Swiss Halley AG. The following regulations are relevant for the purchase of the vouchers from Swiss Halley AG, their use for travel, furthermore, the transfer of the vouchers.

III.3.2. PURCHASE AND TRANSFER OF THE VOUCHER

- (1) The introduction of the products and services by Swiss Halley AG – especially through the Internet – may not be considered as a binding offer of Swiss Halley AG.
- (2) The handover of the voucher takes place with the confirmation sent by Swiss Halley AG via e-mail.
- (3) Swiss Halley AG places the voucher in the web office of the user following the payment.
- (4) Any user may transfer the travel voucher to any other user who is able and entitled to use vouchers.
- (5) Within 14 days calculated from the purchase of the voucher the voucher may not be transferred.
- (6) Vouchers and Diamond vouchers can be transferred only in case the sender purchased the voucher within the system of Swiss Halley AG as an individual product or in a package. Transferred vouchers that were already owned by the given user on July 31, 2015 form an exception, these vouchers can be transferred one more time after the date July 31, 2015.

III.3.3. PAYMENT CONDITIONS

The purchase price of a product or service becomes immediately due at the purchase.
Payment method: by bank card or credit card.

III.3.4. CONDITIONS FOR USING THE VOUCHER

- (1) Vouchers purchased after December 1, 2014 are named Diamond Vouchers, regardless of the fact whether they were purchased individually or within a package.
- (2) The validity period of the travel voucher, furthermore the soonest/latest date when the travel voucher may be used, is listed among the information belonging to the concerned voucher.
- (3) The travel voucher may not be converted into cash and may not be used to pay for other services

(e.g. purchase of flight ticket), furthermore to pay the cancellation costs.

(4) All travel vouchers may be used only once. Unlimited number of travel vouchers may be used per reservation (except for Unique offers where the number of usable vouchers is fixed), up to the quantity defined for the given offer.

(5) The travel voucher may only be used for the offers available on the website www.fireflies.com. Diamond vouchers may exclusively be used for the purchase of the accommodation offers found on the section of the booking portal where voucher offers are available. On the booking portal Fireflies.com, there are special offers available for Diamond Vouchers.

The reservation made on the website Fireflies.com that is not paid for on the website Fireflies.com cannot be regarded as a Swiss Halley AG own service, thus, vouchers cannot be used to pay for such reservations.

(6) The use of the travel voucher may be combined with other discounts and reductions, in case that was expressly indicated.

(7) The travel vouchers have to be at disposal at the time of the reservation, and it can only be used as payment directly when reserving the travel – online. A travel voucher that will be possessed by the user only later may not be used as settlement in case of earlier reservation.

(8) The travel voucher may not be sold and may not be used on auctions, the travel voucher may especially not be sold through Internet auction websites (e.g. eBay). Furthermore, the travel voucher may not be multiplied or digitized.

(9) Using a travel voucher, reservation for a date exceeding the expiry date of the voucher is not possible, except when the reservation is non-refundable and is made within the validity period of the voucher. In case more than one voucher reservation is paid for at the same time, only those vouchers can be used that are valid until the latest cancellation deadline regarding the reservations settled simultaneously.

In case the number of available vouchers that can be used is not enough to pay for the accommodation or accommodations selected for voucher payment, the further vouchers needed for the reservation are placed into the cart automatically. The user is entitled to modify or cancel the reservation also in this case.

(10) The user may perform partial payment with the travel voucher with a so-called additional payment. In this case, the compensation of the reservation is carried out with the voucher and the additional payment together. You can complete the additional payment by bank card and/or from your Travel Balance. Swiss Halley AG reserves the right to maximize the value of the additional payment any time.

(11) While making a reservation with a travel voucher purchased before December 1, 2014, the user can make a so-called refund reservation* in addition to making a reservation where Holiday Coupons are used as additional payment. The validity of the Holiday Coupons received with this action is the same as the validity of the travel voucher that has been used. (*Refund reservation: in the case of reservations made with travel vouchers purchased before December 1, 2014, if the value of the offer in question does not reach the value of the vouchers that can be used for booking, the difference will be refunded to the user in the form of Holiday Coupons by the system of Fireflies. In this case, the number of the travel vouchers used is increased by one compared to the reservation made with additional Holiday Coupon payment, the difference is credited in the form of Holiday Coupons to the user's web office.)

(12) User can convert valid travel vouchers bought before 1 December 2014 into Holiday Coupons in the » Profile or Web office > Profile » My vouchers menu. The expiry date of the Holiday Coupons created this way is equivalent to the expiry of the converted voucher but they expire 2 years after the moment of conversion, at the soonest. Thus, through the conversion, the user can extend the validity of the unused voucher originally purchased before December 1, 2014.

(13) Holiday Coupons cannot be converted into travel vouchers or Diamond vouchers even if they were converted from travel vouchers earlier.

(14) Swiss Halley AG notifies the user at least once, at least 30 days prior to the expiry date of the voucher (via the contact email address provided by the user) about the expiry date of the voucher.

(15) Swiss Halley AG may decide upon individual user request to prolong the validity of one or more Diamond Voucher(s) belonging to the user. Swiss Halley AG reserves the right to define the prolongation period, the starting and end date of the new validity and the conditions of the usage during the prolonged validity period.

The conditions of usage during the prolonged validity period may differ from the conditions valid for the basic validity period. Swiss Halley AG informs the user about the different conditions (especially about the starting and the end date and the new conditions of the prolonged period).

III.4. CONDITIONS FOR USING THE HOLIDAY COUPON

(1) The user has the possibility to partially pay for the hotel reservations – offered exclusively on www.fireflies.com – that can be made with Holiday Coupons, with Holiday Coupons – within their validity period – that were bought earlier from Swiss Halley AG or were transferred from another user or were received from a distributor of Swiss Halley AG.

The following rules apply when transferring or using the Holiday Coupon for travel.

(2) The validity period of the Holiday Coupon, furthermore the soonest/latest date when it may be used, is listed among the information belonging to the concerned Holiday Coupon.

(3) The Holiday Coupons have to be at the user's disposal at the time of the reservation, and it can only be used as payment directly when reserving the travel – online. The Holiday Coupon that is possessed by the user only at a later point in time, may not be used subsequently as payment for an earlier reservation that is already completed.

(4) The Holiday Coupon can only be transferred if the sender purchased the Holiday Coupon in a package within the system of Swiss Halley AG. Transferred coupons that were already owned by the given user on July 31, 2015 form an exception, these coupons can be transferred one more time after the date July 31, 2015. Thus, Holiday Coupons can be transferred by any user to any other user, however, after July 31, 2015, one coupon can be transferred only once.

(5) Holiday Coupons cannot be sold or used at auctions, it is especially not permitted to offer the Best Price option for sale on so-called internet auction portals (e.g. eBay). Multiplication and digitization of the Best Price option is also forbidden.

(6) Holiday Coupon cannot be exchanged to cash and cannot be used as a payment for other services (for instance, flight ticket purchase, transfer service purchase, spare-time activities, car rental, travel

insurance) or for cancellation expenses.

(7) All travel Holiday Coupons may be used only once. Unlimited number of Holiday Coupons may be used per reservation (except for Unique offers where the number of usable coupons is fixed), up to the quantity defined for the given offer.

(8) Accommodation reservation with a validity exceeding the expiry date of the Holiday Coupon can be made with the Holiday Coupon, in case the reservation is performed before the Holiday Coupon expires and the accommodation is non-refundable.

(9) The user is entitled any time to convert one valid and unused Best Price option into one Holiday Coupon or one valid and unused Holiday Coupon into one Best Price option in the » Profile page or Web office > Profile » My Holiday coupons or Profile » Best Price Options menu. In this case, the payment for the reservation is carried out with the Holiday Coupon and the additional payment together. Additional payment may be performed with payment by bank card or credit card. Swiss Halley AG reserves the right to maximize the value of the additional payment any time.

(10) Through purchasing Holiday Coupon package offers, the user is not automatically entitled to use the services included in the package. The reservation of the services included in the package offer can be regarded as confirmed exclusively following the receipt of the email - sent within two business days after the purchase - verifying the confirmation of the reservation or following a confirmation phone call. Confirmed reservations can be seen under the “Active reservations” menu of the user account.

(11) The user is entitled any time to convert one valid and unused Best Price option into one Holiday Coupon or one valid and unused Holiday Coupon into one Best Price option in the » Profile page or Web office > Profile » My Holiday coupons or Profile » Best Price Options menu. The unused Best Price option or Holiday Coupon converted in the above manner can be re-converted or converted back any time within its validity period.

The validity deadline of the product converted in the above manner once or multiple times is always the same as the validity deadline of the original product, it can be found in the web office, among the data belonging to the given product

(12) On August 29, 2019, Holiday Coupons are going to be discontinued. After that, they may not be purchased either as a part of the packages or as individual products.

(13) After September 10, 2020, valid Holiday Coupons may also be used by converting them to Best Price options.

(14) Swiss Halley AG may decide upon individual user request to prolong the validity of one or more Holiday Coupon(s) belonging to the user. Swiss Halley AG reserves the right to define the prolongation period, the starting and end date of the new validity and the conditions of the usage during the prolonged validity period.

The conditions of usage during the prolonged validity period may differ from the conditions valid for the basic validity period. Swiss Halley AG informs the user about the different conditions (especially about the starting and the end date and the new conditions of the prolonged period).

IV. BUSINESS TERMS AND CONDITIONS FOR THE RESERVATION OF THE SERVICES

IV.1 GENERAL TERMS AND CONDITIONS FOR THE RESERVATION OF SERVICES

IV.1.1. THE SERVICES OF SWISS HALLEY AG

(1) Through its website, Swiss Halley AG offers opportunity for reserving and purchasing hotel rooms, transfer services, flight tickets, spare-time activities, car rental services and travel insurance. According to the user demands determined in the reservation request, Swiss Halley AG displays the best prices on its website (www.fireflies.com) from the offers from its partners and shows further price information.

(2) Only a contract of services for travel mediation is concluded between the user and Swiss Halley AG. The Agreement is concluded between the user and Swiss Halley AG, irrespective of the fact that there is a contract between the user and the service provider represented by Swiss Halley AG. Swiss Halley AG offers a contract of services so it does not conclude a travel contract. All rights and obligations deriving from the contract – at the same time maintaining the separate agreements concluded by the user and Swiss Halley AG – is between the user and the service provider, directly.

(3) In case the service provider represented by Swiss Halley AG breaches the contract (e.g. application of not allowed cancellation costs or not proper transfer hotel) Swiss Halley AG offers a service (7/24 online), that renders the fast administration possible, so that the user shall be able to enforce its claim towards the service provider represented by Swiss Halley AG.

(4) The user undertakes to instantly notify the colleagues working at the Customer Relations Department of Swiss Halley AG about the problems arising in the course of their journey, using the Hotline reserved for such purposes. In case the colleagues of Swiss Halley AG do not receive any feedback, via Hotline, about the problems occurring during the journey, Swiss Halley AG does not assume any responsibility for offering posterior solutions to enforce the claim against the mediated service provider.

In case a quality-related or similar observation (e.g. aesthetic, hygienic) is made, the user is obliged to communicate the observed issue to the accommodation provider first. In case it has happened and the outcome is not acceptable for the user, in order to achieve resolution, the user is entitled to seek a customer relations employee's assistance, using the Hotline number of Swiss Halley AG.

(5) Exclusively those users are entitled to use the Hotline service of Swiss Halley AG who have already started their journeys or who have 48 hours left until traveling (having an active, valid reservation), and they have problems arising directly in connection with the travel or during its course. In every other case, the employee working at the Customer Relations Department of Swiss Halley AG, ends the conversation after providing information briefly, in order for the Hotline service to remain available to users who are actually entitled to use the Hotline service.

In case, on any given day and within 48 hours of that day, none of the travelers has a given citizenship, Swiss Halley AG is not obligated to provide Hotline service in the language corresponding to that citizenship, but the Hotline service is still available in English even in this case.

(6) The user is obliged to examine the offers, since the offers may contain special provisions, e.g. different

provisions regarding the citizenship of the user.

(7) The services may be used, in case the user is also the customer of the services, reservations made by users who own a Life Package are exceptions. The reservation may not be transferred.

Users purchasing travel services for others are obliged to inform those who use the services about the provisions of the General Business Terms and Conditions and where the General Business Terms and Conditions can be accessed. Swiss Halley AG assumes no responsibility for any damage that may occur resulting from the failure to provide such information. The user using the service consents to be bound by the provisions of the General Business Terms and Conditions.

(8) During the travel the user is obliged to observe the effective rules (passport, identification document, visa, customs, currency, health and other regulations) regarding the travel. The user undertakes that his passport or personal ID card is valid, furthermore, the user is also obliged to provide the obligatory minimum daily currency supply necessary to the stay in the target country. Furthermore, the user undertakes, that until the start of the travel, he fulfills the prescribed health requirements. In case the user fails to comply with or breaches these obligations, he shall be obliged to compensate the claims and the potential extra costs. In case the user cannot participate in the travel due to the violation of the laws, Swiss Halley AG shall be entitled to claim the total participation fee from the user.

(9) In case the user needs a certification concerning the accommodation reservation (e.g. for requesting visa), they need to inform the Customer Relations about this claim. The certificate can only be issued if there is a valid accommodation reservation. Certificates can only be issued for the name(s) that were provided at the Fireflies web office during the accommodation reservation. The certificate is issued by the suppliers of Swiss Halley AG according to the information of the accommodation reservation, it is sent to the user by Swiss Halley AG. The certificate can be issued in 30 days so it is necessary to request the certificate at least 60 days before you start your travel, otherwise, Swiss Halley AG does not guarantee the success of issuing and delivering the certificate in time.

(10) A reservation made on the website Fireflies.com that is not paid for on Fireflies.com (e.g. Booking.com) cannot be regarded as a Swiss Halley AG service. The reservation made in this manner is governed by the terms and conditions of the given strategic partner, with special regard to payment, cancellation conditions and conditions of use. These reservations are finalized and paid for outside the system of Swiss Halley AG (Fireflies), thus, the management of questions and complaints concerning these reservations and transactions is beyond the competence of the Customer Relations of Fireflies. With regard to the reservations made this way, the customer service of the given strategic partner can provide more information, exclusively. Swiss Halley AG assumes no responsibility in case in this event the user does not contact the customer service of the strategic partner in question.

IV.1.2. THE OBLIGATIONS OF THE USER

(1) Since the data are forwarded to the wholesale partners being contractual partners of the hotels and the service providers referred by Swiss Halley AG, the user shall make sure that the necessary data are in accordance with reality, valid and complete.

(2) It is forbidden to resell the reserved services or transfer in any other way against a fee, or lease the hotel room. In case of such default the service provider is entitled to delete the order and Swiss Halley AG expressly reserves the right to forbid the user to use the website and to terminate the contract concluded with the user with immediate effect.

IV.1.3. PRICES

(1) Unless it is determined otherwise in the reservation conditions, the total price concerns the service in its complete form. On the webpage of Holiday Coupon offers, for information purposes, we display the price of the service package broken down to one person below the total price belonging to the offer. The basis of the sum visible here is provided by the price payable using the maximum amount of coupons. The offer is available only at the total price determined for the number of participants defined in it, the number of participants cannot be modified.

(2) The service providers referred by Swiss Halley AG are legally obliged to indicate the end-user prices containing all taxes. However, the prices provided exclusively come from the service provider referred by Swiss Halley AG, therefore Swiss Halley AG does not guarantee the accuracy and integrity of the prices provided.

(3) The prices may change even within hours due to market changes. Therefore, Swiss Halley AG reserves the right to update the prices indicated on the website according to market changes. Suppliers are entitled to cancel the settled services any time after the purchase.

(4) The confirmation received from Swiss Halley AG via e-mail entitles the user to use the prepaid services exactly as it is described in the reservation confirmation regarding the specific service. The user shall be obliged to bear all further personal costs. In case the user uses a service or optional programs contained in the offer of Swiss Halley AG, he shall be obliged to pay its fee directly to the service provider in the currency of the concerned country.

(5) As of 4:00 pm on January 9, 2019, instead of an American dollar-based accounting, Swiss Halley AG uses a euro-based accounting. Financial transactions carried out until the above deadline are recorded in American dollars and they will also continue to be registered in American dollars. Any refund concerning transactions carried out in American dollars will be made in American dollars also in the future.

(6) The system automatically converts the user's Travel Balance from American dollars to euros at 4:00 pm on January 9, 2019. The exchange rate is the middle rate set by the Swiss National Bank on the conversion day.

(7) At fireflies.com, HUF, USD and AUD prices displayed after a currency conversion initiated by the user are for information purposes, these do not necessarily correspond with the rates applied by the user's card issuer.

IV.1.4. PAYMENT CONDITIONS

(1) The payment conditions depend on the concerned reservation offer. Generally, it is possible to pay by bank card or credit card. The exact conditions in these cases may be viewed prior to the final reservation. In case it is possible to make the reservation by credit card, Swiss Halley AG immediately debits the credit card. In case of such reservations, the user consents to immediately debit his credit card with the indicated partial or total amount of the reservation, including the potential taxes, duties and fees.

(2) In case of unsuccessful payment Swiss Halley AG does not block the reservation fee on the bank account of the user, since in this case the reservation procedure is completed. In such a case, the user has to restart the service reservation. The potential blockings are never initiated by Swiss Halley AG.

IV.1.5. GENERAL LIABILITY

(1) The information published on the website of Swiss Halley AG are based on the information provided by the hotels and other service providers. The hotels and other service providers completed the data with utmost care. Swiss Halley AG does not assume liability for the possible errors, mistakes, furthermore, errors at data recording and data transfer, in case these mentioned errors are due to the hotels and other service providers.

(2) Swiss Halley AG does not assume any responsibility for refunding non-refundable reservations reserved by the user twice or multiple times.

(3) Among the accommodations mediated by Swiss Halley AG, also such accommodations are available that do not offer instant confirmation, these get into pending status after finalizing the reservation until the confirmation arrives from the supplier, this can take at most 2 business days in according to the working hours applied in the country of the hotel. In the case of these accommodations, Swiss Halley AG does not assume any responsibility for the success of confirmation and for the refund of double or multiple reservations that might occur.

IV.2. ADDITIONAL CONDITIONS RELEVANT TO HOTEL SERVICES

IV.2.1. HOTEL SERVICE CONDITIONS

(1) The reservation of the user is at the same time an announcement of the demand to conclude the hotel service contract. Swiss Halley AG sends a confirmation via e-mail address provided during registration regarding the acceptance of the application for the conclusion of an Agreement, and in case this is submitted to a hotel, at the same time it accepts the demand for the conclusion of a hotel service contract as a performance agent.

(2) Swiss Halley AG is a company that's main activity is to mediate individual travels. Accordingly, the user – in case he has Multi Holiday Option, voucher, Basic or Smart Travel Package – is entitled to make room reservation for himself plus 9 other persons, in case he has a Life Package or Best Price option, he is entitled to make room reservation for 10 persons in total, that is, the owner of the Life Package or the Best Price option does not have to be among the travelers.

(3) Swiss Halley AG does not consider reservations made for a maximum of 10 persons as group tours, however, accommodation providers are entitled to specify these otherwise. The accommodation provider is entitled to regard certain non-group reservations as group reservations, after grouping them together, in case it can be considered as a group reservation according to its judgment. In this case, the accommodation provider can cancel the reservations, at any time, without explanation and without providing alternative offers. Swiss Halley AG assumes no responsibility for reservations categorized as group reservations by the accommodation provider.

IV.2.2. PRICES

(1) Unless it is provided otherwise in the reservation conditions, the total price is for the total accommodation period and, depending on the reservation conditions, it is either with or without meals.

(2) Law prescribes the hotels that they are obliged to indicate at all times the end-user prices containing all taxes. The touristic tax, furthermore, the additional services offered by the hotel (e.g. parking space against a fee) are regularly to be paid directly in the hotel. However, the prices provided exclusively derive from the hotel, therefore, Swiss Halley AG does not guarantee the correctness and integrity of the

provided prices. It depends on the provisions valid on the location of the hotel what kind of taxes and other fees should be paid in the case of foreign hotels.

(3) The confirmation received from Swiss Halley AG via e-mail entitles the user to use the prepaid services in a way that it is described concerning the specific hotel, stay period and service type in the confirmation. Any further personal costs (e.g. phone bill, laundry, room service etc.) and the fees of optional programs are not included in the offer of Swiss Halley AG shall be paid by the user on location, in the currency of the concerned country, directly to the hotel at checkout. The notice regarding the reservation may be viewed on the website of Swiss Halley AG, following login, in the 'My reservations' menu, however, the notice on the reservation does not entitle the user to check in to the hotel. It is only the reservation confirmation received via e-mail that can be used for check-in.

(4) The user shall be obliged to thoroughly examine the offers since the offer may contain special conditions, on one part in connection with the hotel reservation (e.g. certain hotels do not accept hotel guests from certain states or accepts them only if certain conditions are fulfilled).

IV.2.3. RESERVATION AND PAYMENT TERMS

(1) Besides the payment by bank card or credit card as mentioned in Article IV.1.4. exclusively in case of reservation through the travel voucher website, the user is also capable of using the Diamond voucher purchased earlier from Swiss Halley AG or received from another user or one of the distributors of Swiss Halley AG to settle part of the amount to be paid. Travel vouchers purchased before December 1, 2014 and Holiday Coupons can be used to partially settle the payable amount.

(2) Certain hotels may charge further local and/or tourist tax, that has to be paid on site directly to the hotel. Swiss Halley AG does not assume responsibility for the charge of such fees, and does not possess exact information regarding their payment.

(3) Certain hotels may block certain costs on the bank account of the guest. At checkout when settling the invoice, this amount is freed. At checkout the user has to control, whether the amount is freed. In order to avoid this procedure, when checking in to the hotel, the user may also pay by cash. The amount is indicated on the website of the hotel, or the user may receive information otherwise as well.

(4) The owner of a pending-status reservation is not automatically entitled to use the service concerned by the reservation. The reservation of such services can be regarded as confirmed exclusively following the receipt of the email - sent within 2 business days after the purchase - verifying the confirmation of the reservation. Confirmed reservations can be seen under the "Active reservations" menu of the user account.

IV.2.4. ARRIVAL

(1) In case the user reserved a hotel room only, when arriving at the hotel, the user has to arrange his arrival, since neither the hotel, nor Swiss Halley AG assumes any liability for the arrival of the user.

(2) The hotel keeps the reservation in general until 6:00 p.m. In case the guest does not arrive until 6:00 p.m., the hotel may cancel the reservation. From this time, the guest may not claim a hotel room. In case the arrival of the guest may only be anticipated following 6:00 p.m. local time, he has to notify the hotel directly and ask for a feedback from the receipt of the notification.

IV.2.5. HOTEL TYPES AND HOTEL INFORMATION

(1) The internationally accepted classification of hotels by stars is not standardized globally. Quality standards may vary by country or even region. Consequently, hotels bearing the same number of stars may provide different service quality depending on the country, state, or province where they are located.

The classification used by Swiss Halley AG on its platforms is based on the qualifications that the given hotel attains and discloses according to locally applicable standards. All further hotel information and descriptions are also based on reports provided by our partners, who are therefore solely responsible for their truth to the facts.

(2) There may be renovation or maintenance works in the hotel without any prior notification. Swiss Halley AG does not assume responsibility for the disturbance caused by the management or staff of the hotel during the stay.

IV.2.6. CANCELLATION AND MODIFICATION OF RESERVATIONS, HOTEL TERMS

(1) At reservation the user also accepts the terms regarding cancellation of the reservation. By confirming the reservation performed through Swiss Halley AG, the user accepts the cancellation provisions of the hotel and the further provisions of the hotel.

(2) In case of cancellation or modification of the reservation, the user may have to pay penalty or cancellation fee that in certain cases may be provided in the reservation offer. Besides, at certain reservation offers properly indicated, the cancellation or modification of the reservation is not possible.

(3) The user may receive information from the cancellation or modification conditions regarding whether the reservation may be canceled or modified without the payment of a further fee. The user may cancel the reservation following logging in his own Swiss Halley AG web office, in the section 'My reservations' with a single click. Swiss Halley AG refunds the amounts paid, after deducting the handling fee, the amount paid via bank card transaction to the user's Travel Balance if they do not specify otherwise, in case Fireflies products, payment or discount instruments (e.g. Holiday Coupon) have been used in full or in part, Swiss Halley AG makes the used Fireflies product available again in its original place, within the user's online account. The cancellation is confirmed via e-mail. The confirmation is necessary for both parties as evidence. The user may request a modification in an e-mail sent to info@fireflies.com. The prolongation of the reservation may take place through the website that needs an additional reservation for the concerned period.

(4) Following the cancellation period is lapsed, the reservation may not be modified or cancelled, it means that the names and the arrival date may not be changed, and the hotel is obliged to keep the total reservation price.

(5) In case the user following his arrival intends to leave the hotel sooner, it is advisable to request the reception to confirm the checkout. Therefore it, becomes possible that Swiss Halley AG refunds the unused nights for the user, in case that is possible according to the cancellation and reservation conditions. At all times, it is necessary that the concerned hotel confirms the refunds and the hotel pays the refundable amounts to Swiss Halley AG. Swiss Halley AG transfers the amount of the canceled reservation reduced by the handling fee to that bank card of the user with which the user originally paid the hotel reservation.

(6) Certain hotel offers may not contain cancellation or modification possibility at all, and at the cancellation deadline the notice 'not refundable' is stated. In such cases, the hotels in general calculate a lower price compared to the refundable prices and the user may decide on which price and based on which cancellation terms he intends to make the reservation. In case the user is not completely sure whether the reservation may actually be used, he should choose the refundable hotel reservation.

(7)

a. In case the supplier at the given accommodation cannot complete the reservation by its own fault (e.g. overbooking, maintenance, natural disaster), it is obliged to provide the user with an alternative accommodation with at least the same quality and boarding parameters, this cannot entail further costs – connected directly to the accommodation – for the user, in addition to the prices shown at the reservation.

b. The reservation conditions applying to the alternative accommodation provided in the above way shall be in conformity with the original conditions.

c. Swiss Halley AG shall not be held liable either regarding the user's damages and loss in connection with the accommodation provided in accordance with (7)a. or with respect to other costs concerning the user, in connection with it.

d. The user acknowledges that in case they do not accept the alternative accommodation provided this way and Swiss Halley AG cancels it at the user's expressed request, the Fireflies products, payment instruments or instruments providing discounts used for the reservation, that have expired in the meantime, will be lost, these cannot be extended or re-used.

IV.2.7. TRAVEL GUIDE

(1) Swiss Halley AG offers digital travel guides (pdf files) along with the accommodation reservations made within the settlements concerning which the partner of Swiss Halley AG can provide them.

(2) In case a travel guide for the given settlement is available, it is always downloadable from the hotel information page in pdf format, furthermore, the email confirming the reservation also contains it.

(3) The travel guide is generated in the language the user uses on Fireflies.com, if possible. In case the travel guide is not available in this language, it is generated in English.

(4) The service is provided to entitled users for free, in other cases, only the first two pages of the travel guide can be downloaded.

(5) The content of the travel guide is for informative purposes only, Swiss Halley AG assumes no responsibility for these pieces of information.

IV.2.8. BEST PRICE GUARANTEE

(1) Scope of best price guarantee

Every user registered at the website www.fireflies.com, owning a valid Basic, Smart, Life or Business travel package or any of the Loyalty packages is entitled to best price guarantee according to the conditions defined below.

In case a user, entitled to use best price guarantee, books an accommodation on the website www.fireflies.com, later, finds another offer on a different website (hereinafter: reference offer) that is the same in all respects as the booked offer, and its price is lower than the most favorable price of the very same offer available on the website www.fireflies.com following the purchase of Life package and using Best Price option in the owner's own name (hereinafter: own price), the user booking the offer is entitled to receive a refund of 155 % of the difference between our own price and the reference price (but the maximum of 400 EUR), if the conditions below are satisfied.

(2) Conditions concerning the service booked on the website www.fireflies.com

Best price guarantee concerns every accommodation reservation started from the accommodation search panel found on the main page of www.fireflies.com, if bank card only, Travel Balance or bank card along with Travel Balance is selected as the payment method, the price of which is paid at the moment of reservation, and in the case of which, the reservation is confirmed within 30 minutes following the payment, in case the price of the offer under reservation is the lowest among the identical offers (e.g. same room type, board) available on the website www.fireflies.com. In case the user does not book the lowest price, the voucher and the invoice about the reservation will contain a text stating that best price guarantee is not applicable to the given reservation.

Best price guarantee claim concerning the same reservation can be submitted only once. After the modification of the reservation already concerned by a best price guarantee claim, any another claim submitted for the same reservation is invalid.

(3) Conditions concerning the reference offer

- a. The website providing the offer is available in at least one of the following languages: English, Russian, Ukrainian, Hungarian, Romanian, Slovakian, Czech.
- b. The offer is available on the indicated website until the evaluation deadline.
- c. The offer is available online to every natural person.
- d. The offer can be purchased through solely online booking.
- e. The reservation of the offer is entirely carried out on the website. No use of intermediate hyperlinks (received via email) is needed during the reservation process.
- f. The hotel in the offer can be identified from the beginning of the reservation.
- g. The service provider offering the price can be identified from the beginning of the reservation process.
- h. The reference offer is available at the reference price to customers with the citizenship and address of the claimant user.

Best price guarantee does not apply to reference offers that are

- accessible through membership or under any other conditions limiting accessibility;
- available within the framework of a loyalty program or point collection program;

- available on so-called coupon or auction sites;
- the hotel's special promotional offers;
- parts of another package or offer;
- available at an individual discount price;
- obviously presenting the price of the offer incorrectly.

(4) Claim submission conditions

The claim concerning the payment of best price guarantee can exclusively be submitted by the owner of the web office carrying out the reservation until 11:59 pm Central European Time (CET/CEST) on the day of reservation, in writing, exclusively in a message sent to the email address info@fireflies.com, in case there are a minimum of 3 business days left until the booked service is used (until the check-in to the hotel).

The message has to contain:

- Username.
- ID of the reservation carried out on the website www.fireflies.com.
- Time when the reference offer was accessed.
- URL of the website containing the reference offer.
- Price of reference offer (to the second decimal place).
- Screenshot containing the data defined in "d" and "e", unambiguously and recognizably.
- The phrase "Best price guarantee" in the subject field.

(5) Price definition

- Own price:** the price of the service concerned by the reservation, available on the website www.fireflies.com, using the Best Price option with their own name after the purchase of Life Package, without handling fees. In case the concerned offer with the same conditions is available at various prices on the website www.fireflies.com, the lowest price available is regarded as our own price.
- Reference price:** the price of the reference offer included in the submitted claim, in accordance with the conditions in EUR. The reference price is the price of the reference offer communicated by the user. Except for the case when the price indicated by the user is lower than the price available at the moment of evaluation on the webpage provided by the user. In the latter case, the price of the reference offer available at the moment of evaluation is considered to be the reference price.
- The currency of comparison:** euro (EUR).

In case the price of the reference offer is indicated in American dollars (USD), British pounds (GBP) or Japanese yens (JPY), it shall be converted to euros according to the average exchange rate of

the Swiss National Bank (<https://www.snb.ch/en/>) valid on the day of reservation, following that, this amount will be the reference price. Reference offer defined in a currency different from the above mentioned ones does not form the basis of best price guarantee.

(6) Evaluation process

After the request is submitted in accordance with the conditions, Swiss Halley AG examines the received claim within 3 business days. When defining the 3-business day period, the business hours of the website providing the reference offer, as well as the opening hours of the customer relations department speaking the language of the best price guarantee's submission, has to be taken into consideration.

In case the reservation forming the basis of the submitted claim and the reference service are in accordance with the defined conditions in all respects, the user submitting the claim becomes entitled to the amount of the guarantee. Otherwise, their request is rejected. Swiss Halley AG notifies the user about the outcome of the evaluation via email within 30 days after the request is submitted.

The user can challenge the outcome of the evaluation within 30 days after the notification is sent, but until the 10th day before the service is used (check-in to the hotel), at the latest.

(7) Evaluation conditions

- a. Paid and confirmed reservation has been carried out on the website www.fireflies.com, this reservation is active at the moment of evaluation and there are at least 3 entire business days left until the check-in date.
- b. The name and address of the hotel concerned by the reservation are the same as the name and address of the hotel included in the reference offer.
- c. The type and other characteristics of the room concerned by the reservation are the same as the type and other characteristics of the room in the reference offer.
- d. The board included in the offer concerned by the reservation is the same as the board in the reference offer.
- e. The number of guests (adults and children) in the booked offer is the same as in the reference offer.
- f. The check-in and check-out dates in the booked offer are the same as the dates in the reference offer.
- g. The booking conditions in the booked offer and those in the reference offer are the same (payment of the full amount in advance, payment method and deadline, cancellation policy).
- h. The difference between the price of the booked offer and that of the reference offer is at least 20 EUR.

(8) Payment of best price guarantee

The amount of the guarantee is paid only if the service concerned by the guarantee is used after the date of reservation without modification carried out by the user. Once the above conditions are met, Swiss Halley AG transfers the pre-defined amount of the guarantee to the Travel Balance of the claiming user within 30 business days after the end of the service forming the basis of the guarantee, i.e. after checking out from the accommodation.

(9) Loss of right concerning best price guarantee

Best price guarantee – regardless of the evaluation results – becomes invalid in case the user cancels, modifies or does not use the reservation providing the basis of the guarantee.

IV.2.9 ADDITIONAL CONDITIONS FOR TAILOR-MADE OFFERS AND MANUAL RESERVATIONS

(1) The Department of Tourism of Swiss Halley AG takes care of handling the tailor-made offers and the offers booked manually by the employees of Swiss Halley AG (Fireflies). Special rules apply to these offers, accordingly, the lead time of the reservation process can also vary.

(2) Swiss Halley AG does not guarantee the finalization of the reservation even if the offer accepted by the user has been successfully paid.

Based on the tailor-made offer and, in the case of manual reservation, on the form completed by the user, the employees of Swiss Halley AG create an individual offer for the user, and notify the user about it via email or phone. The offer accepted and successfully paid by the user cannot be regarded as a final reservation on Swiss Halley AG's behalf since the reservation can be finalized in line with the current supplier prices, exclusively.

(3) Based on the difference between the offer price accepted and paid by the user (hereinafter "Offered price") and the price laid down at the actual reservation of the offer at the supplier by Swiss Halley AG (hereinafter "Reservation price"), only one the following three cases can be realized:

1. In case the Offered price equals the Reservation price, the reservation is finalized.
2. In case the Offered price is higher than the Reservation price, the reservation is finalized, at the same time, the difference is transferred to the user.
3. In case the Offered price is lower than the Reservation price, the reservation is not finalized, a new offer is made and a new Offered price is set, the previous offer along with the Offered price is deleted.

Based on the aforementioned, the reservation is not finalized exclusively in case the Offered price is lower than the Reservation price.

(4) The user can withdraw from the new offer or accept it. In case they accept the offer, the user is obliged to pay the difference between the new and the earlier Offered price. Following the acceptance of the new offer and the payment of the difference, Swiss Halley AG completes the reservation on the basis of the new offer. Based on the relation of the new Offered price and the newly set Reservation price, the process defined in clause (4) is realized.

(5) The tailor-made and finalized offers and finalized manual reservations cannot be cancelled or modified.

(6) In the case of tailor-made travel package offers the discount level may vary as well as the amount of Diamond Voucher(s), Holiday Coupon(s) or Best Price Option(s) to be used.

IV.2.10. ADDITIONAL CONDITIONS FOR UNIQUE OFFERS

(1) Unique offers are prepared by the colleagues of Swiss Halley AG (Fireflies.com) individually for the user upon her/his request based on the offer request form filled by her/him. The offer request form and the prepared offer can be downloaded from a specific menu of the Fireflies.com website.

The preparation of a Unique offer is free of charge. Unique offer price can be paid by credit card or by Travel Balance, but this sum should exceed 600 EUR.

(2) The Unique offers menu is available exclusively for users owning at least 20 valid Best Price Options bought by himself. User shall own this minimum number of Best Price Options at the time of the submission of the offer request form.

(3) Swiss Halley AG reserves the right to pause this service for an unlimited period. The availability of this service depends on the availability of human resources for Swiss Halley AG. The unique offers are prepared in the order in which the requests are received.

(4) Based on one offer request form Swiss Halley AG prepares not more than three offers, out of which only one can be reserved and paid.

(5) On the order request form the user shall enter the destination (country, city) and the full names of travellers into gaps. User shall select from a drop-down list the preferred type of the accommodation and meals, the dates of check-in and check-out, the age of the children (at the time of the check-in) and the travellers' nationality.

(6) After submitting the offer request form none of the parameters can be modified.

(7) There must be at least 1 month between the date of submission and the date of the check-in.

(8) User will get a notification if the Unique offer is prepared. User will also be notified via email if the preparation of the Unique offer remains unsuccessful based on the offer request form. The Unique offer is valid for 72 hours from the moment when the notification is sent. The Unique offer can be booked and paid within this period.

(9) When the offer is accepted the payment process starts. If the payment is successful, the hotel offer gets reserved.

(10) After submitting one offer request form, another form can be submitted ONLY IF one of the below criteria is fulfilled:

- The preparation of a Unique offer remained unsuccessful.
- At least 72 hours passed after the Unique offer was sent.
- User has refused all Unique offers.
- User reserved the Unique offer.

(11) The Unique offer can be booked and paid exclusively by the user who had submitted the offer request form. The necessary amount of Best Price options and Holiday Coupons can not be changed throughout the payment process. The Travel Balance can be used for the payment.

(12) The booked Unique offer can be cancelled within its cancellation period.

IV.2.11. SUPPLEMENTAL CONDITIONS CONCERNING „BOOKED BY YOU” OFFERS

(1) „Booked By You” offers are special, pre-assembled accommodation offers available in limited quantities, found in the separate „Booked By You” section of Fireflies.com, that can be purchased within a predetermined time interval.

(2) “Booked By You” offers can be modified in one parameter only, namely the start date of the accommodation reservation within the period specified in the offer. No other parameter, including the accommodation (name, address), room type, board type, and number of adults specified in the offer, can be modified.

(3) The purchase of the „Booked By You” offer does not qualify as a booking. The user carries out the booking process when they contact the accommodation provider in question, using the “Booked By You” voucher they have purchased. The start date of the accommodation reservation is specified by the user; however, the accommodation provider is not obliged to accept it. The accommodation provider may recommend another date that the user is not obliged to accept. The start date of the accommodation reservation may only be a date that is accepted by both the user and the accommodation provider.

(4) As a maximum, the user may purchase all the offers displayed in the “Booked By You” menu that are available at that specific time, however, they may purchase only one “Booked By You” offer at a time.

IV.2.12. ADDITIONAL CONDITIONS FOR SELECTED VOUCHER AND SELECTED BPO OFFERS

(1) Swiss Halley AG reserves the right to sell some hotel offers bookable using Best Price Options at a lower price than the tour operators’ rates, and to make available for booking some hotel offers which are bookable with Diamond Vouchers while the Diamond Vouchers are redeemed at a higher than usual value. Swiss Halley AG makes decisions about these offers based on its business policy.

These offers are marked with ‘Selected Voucher’ and ‘Selected BPO’ titles on the Fireflies.com website.

(2) Swiss Halley AG maximizes the difference between the tour operator rate and the pre-defined selling price of the ‘Selected Voucher’ and ‘Selected BPO’ offers on a monthly basis in an internal regulation on the last day of the previous month.

(3) ‘Selected Voucher’ and ‘Selected BPO’ offers vary frequently - just like usual hotel offers -, so their availability and numerosity are not guaranteed.

IV.2.13. CONDITIONS APPLYING TO SWISS HALLEY AG’S PRIZE TRIPS

The participation and travel conditions applying to those participating in the prize trip of the Travel Contest and Direct Travel contest defined in clauses III.3.5 and III.3.6 of General Terms and Conditions for Distributors are included in appendix 5 of General Business Terms and Conditions (Prize Trip Participation and Travel Conditions).

IV.3. ADDITIONAL TERMS RELEVANT TO TRANSFER SERVICES

IV.3.1. RESERVATION TERMS

(1) Swiss Halley AG website exclusively offers transfer service between the airport, sometimes railway station and the reserved hotel, in both directions.

It is not possible to find a transfer service other than between the airport, sometimes railway station and the reserved hotel.

Swiss Halley AG ensures that the service can be used in case the reservation is made at least 72 hours prior to the time the service is used. Otherwise, the partners ensuring the use of the given service may provide offers only in limited quantities or may not provide offers at all.

(2) To be able to search, the exact name of the airport or the railway station and the hotel has to be provided, furthermore, the exact date of the flight, the exact number, number of adults and children separately, the age of the children and the flight number. (In case of delay the flight number may assist the transfer company to find the flight.)

(3) During the road back home the exact time of start has to be given, since the transfer company itself calculates when the passenger has to be picked up at the hotel in order to be at the airport in time.

(4) Following the reservation and payment, the buyer receives a confirmation via e-mail that contains all the data and information regarding the trip in both directions. (Way to the hotel: exact location where the buyer is picked up at the airport, sign easily identifiable by the buyer. Way from the hotel: how the buyer is informed regarding the exact time and location of the transfer.)

(5) In case, regarding the trip back, the confirmation sent to the buyer contains that the buyer has to inform the transfer company via phone 24 hours in advance, then, the transfer company considers that as final confirmation of the reservation.

(6) In case no transfer arrives to pick the passenger up at the desired location, the buyer may ask information and assistance on the client service phone number indicated on the confirmation voucher of the transfer company.

IV.4. OPTIONAL PROGRAMS

The optional excursions offered on the website of Swiss Halley AG are organized by a local partner at all times. The registration and fee payment for these optional programs takes place through the www.fireflies.com website at all times. The contractual relationship relevant to the optional programs is concluded between the tourist and the local partner. It may be possible that lacking the necessary minimum number of people, the program/excursion is canceled. The local partner organizing the optional program is not a partner of Swiss Halley AG and Swiss Halley AG has no influence regarding the organization and details of the programs.

With regard to this, the colleagues working at the Customer Relations receiving calls on the hotline of Swiss Halley AG, cannot proceed in the interest of the customer in case problems in connection with the details, management or cancellation of the programs arise. In these cases it is recommended for the customer to contact the organizers of the program directly. Concerning the cancellation of the programs, the cancellation policies of Swiss Halley partners apply, thus, customers can ask for more

information directly from the program organizers, concerning cancellation, as well.

IV.5. FLIGHT TICKET RESERVATION

The concerned airline and the tourist conclude a shipping contract by the flight ticket reservation through the website operated by Swiss Halley AG, and the payment of the relevant fees. This contract is represented by Swiss Halley AG as agent. Swiss Halley AG collects the price, duties and fees payable to the airline.

IV.5.1. RESERVATION

The website indicates the flights, prices, duties and fees indicated in the database of the international reservation systems (GDS) and the airlines.

Swiss Halley AG can charge a service fee for the tickets reserved individually by the user through the reservation system. When preparing the flight ticket reservation the system generates a confirmation that is sent to the e-mail address provided by the user.

Please be aware that the discount airlines may charge, besides the price of the flight ticket and the airport duty, further handling fee and in certain cases, other fees as well, that may be indicated in a later phase of the reservation.

In case of payment by credit card the airlines may also debit the charges in different currencies. We do not assume liability for the currency differences.

IV.5.2. PASSENGER DATA

The passengers are responsible for providing their data. Swiss Halley AG does not assume liability for the data provided improperly.

Age discounts

Baby discount: for those passengers, who are under 2 during their trip and travel with at least one adult and no separate seat is reserved for them.

Child discount: for those passengers, who are under 12 during their trip, and travel with at least one adult. Those passengers who are under 18 at the start of the journey can only travel with at least one adult.

The data of the travelers has to be provided according to the valid document (passport or ID) used for the travel. The airlines may deny the transport, in case the document used for identification and the flight ticket contain different data.

The data of the contact person: the reservation system renders it possible for the passenger to indicate a contact person. Swiss Halley AG forwards all notification to the contact person and primarily to the e-mail address provided in the reservation system. Swiss Halley AG assumes no liability for the transmission of this information to the passengers.

IV.5.3. TRAVEL DOCUMENTS

The passengers are liable to ensure the documents necessary for the travel. Swiss Halley AG assumes no liability in case the trip fails due to the lack of the necessary document or visa, and Swiss Halley AG does not check the existence of these documents.

In general, international regulations require the validity of the documents (passport, ID) for further 6 month calculated from the date of arrival in the home country.

The confirmation on the flight ticket reservation does not entitle to travel. The feedback indicates how the passenger receives the electronic flight ticket necessary for the trip.

Modification and refund of reservations and flight tickets:

The reservations and the already issued flight tickets may exclusively be modified or refunded according to the provisions of the airlines. The route and the name of the passengers may not be modified in the reservations. The reservation system provides information regarding the most important conditions.

The modification, refund of the flight ticket is a separate service, and above the airline charges Swiss Halley AG charges 20 EUR/ticket as modification fee, further 70 EUR/ticket as cancellation fee.

IV.5.4. FEES OF ADDITIONAL SERVICES

In case the passenger has a return ticket and does not use part of the ticket ('no-show'), then, the airline automatically deletes the reservation belonging to the ticket from the system and denies the transfer of the passengers at further sections. In this case the passenger may not claim compensation.

IV.5.5. RESTRICTIONS OF LIABILITY APPLICABLE IN INTERNATIONAL TRANSPORT

We would like to inform the passengers whose destination or a landing ground during the trip is outside the area of the departure country that the whole travel, including that section that is within the territory of the departure or destination country belong under the scope of the so-called Warsaw Convention.

We would like to inform the passengers that in case they travel to the United States of America or travel home from there, or if they may abort their trip in the area of the United States of America, then the Convention, furthermore the special transport contracts forming part of the applicable charges determine, that the transportation companies – participating in such special contracts – are liable in case of death or injury of the passenger up to the amount of the proven damage, but at most USD 75,000 per passenger and this liability up to this limit is irrespective of the fact whether the company was negligent. If the passengers are transported by companies, who are not participants in special transport agreements or the passengers are not traveling to the United States of America or back home from there and according to the agreement they don't stop the trip in the area of the United States of America, the limit of the liability of the company is approximately USD 10,000 or 20,000 in case of death or personal injury.

The limitation of liability in the above USD 75,000 contains the court procedure fees and lawsuit costs, except when the action was filed in a country that provides that the court procedure fee and the duty shall be paid separately. In this case the limit is USD 58,000, which does not contain the court procedure fee and the duty.

IV.5.6. RESTRICTIONS OF LIABILITY REGARDING LUGGAGE

In case of loss, late delivery or damage of the luggage the liability of the company is limited to the below amount, unless a higher amount is declared and extra charge is paid: in international traffic (including inland sections of international trips, as well) the liability of the company is limited approximately to USD 20 per kg of the dispatched luggage and USD 400 per person for the carry-on luggage. According to the American provisions, for trips completely within the area of the USA this is at least USD 1,250 per person. An exact value may be determined for certain items. Certain companies do not assume liability for fragile, spoilable or valuable transport. The airlines may provide further information.

Important notice:

In case you stop your trip anywhere for more than 72 hours, we suggest to affirm your intention regarding seat reservation for the further or return trip. At least 72 hours before your flight, you should visit the airline office where you intend to continue your trip. In case you fail to confirm, your seat reservation may be deleted.

In case you stop your trip anywhere for more than 48 hours, we suggest to affirm your intention regarding seat reservation a priori reserved at least 48 hours before your flight.

Overbooking

Overbooking may occur in case of certain flights and off-chance it may happen that the passenger misses the flight that was reserved by him. The concerned airline provides information on the regulation of compensation.

The following objects may be transported without payment of fee:

- a female bag or wallet
- an overcoat or blanket
- baby bag, or foldable baby carriage
- meal for the baby that is needed during the trip
- reading
- small camera
- umbrella or cane
- a wheel-chair and/or a pair of crutches.

Besides the above articles one hand luggage per person that may not be bigger than 115 cm (length + width + height).

The responsibility of the company does not contain the loss, injury or late delivery of cash, keys, jewelry, silverware, securities or other valuable business documents, passport and other personal identification documents or samples, medication, transported in the luggage of the passenger.

The following articles may not be transported on board:

- Hazardous materials and objects that may not be transported in the luggage.
- Object prepared for attack or protection reasons, as firearms and peaky, sharp or edgeless weapons, among others batons, axes, heavy or peaky canes,
- Replica of the above objects
- Every object that is made for average use that may also be used as protection or attack weapon, e.g. ice axe, khud-sticks, corn-knife, sharp scissors, knives, pocket-knives, instruments, pressurized bottles/containers and every object that may cause suspicion.
- Electronic instruments that disturb navigation or the electronic system of the airplane, such as portable FM radio and TV equipment, mobile phones, walkie-talkie, portable radio-guided devices that operate with batteries or other outside source, except portable measuring instruments, hearing aids, electric razor, calculator and other electronic device that is approved by the staff in advance.

Hazardous products in the luggage

Due to security reasons, the 'hazardous products' may not be transported either as dispatched or in the carry-on luggage:

- a) such attaché case or safety briefcase, that has a built-in alarm system, lithium battery and/or pyrotechnic material,
- b) explosives, cartridges, crackers, rockets;
- c) gases (flammables, non flammables, deep frozen or poisonous) e.g. gas or aerosol used for camping heater,
- d) flammable liquids, like lighter, paints and paint thinners,
- e) flammable solid material, e.g. matches, other easily flammable material, self-flammable material, material developing flammable gas in water,
- f) oxidizers (e.g. bleachers and peroxides);
- g) poisonous and infectious materials;
- h) radioactive material;
- i) corrosive material (e.g. quicksilver, acids, galvanic cells, accumulators);
- j) magnetic material and other hazardous devices, goods that are listed in the IATA Dangerous Goods Regulations.

The following articles may be transported – in restricted quantity – as exception:

- a) necessary or useful medication and perfumes, at most 23 kg per passenger,
- b) dry-ice used for packaging perishable material, only in carry-on luggage, at most 2 kg per passenger,

- c) alcoholic drink, perfume, cologne;
- d) small, therapeutic oxygen or air bottle, with the prior consent of the company,
- e) carbon dioxide patrons necessary for the operation of artificial limbs (in case necessary, extra as well),
- f) sport ammunition safely packed, with the prior approval of the company (maximum gross 5 kg per passenger), only in the check-in luggage. It is forbidden to transport ammunition containing igniter or explosive bullet,
- g) smoking device, only in case it is with the passenger. No lighter refiller may be carried,
- h) pacemaker operating inside the body.

Most of the articles that are forbidden to be transported in the personal luggage may be dispatched as a consignment with certain conditions.

REJECTION OF TRAVEL DUE TO OVERBOOKING

In those countries that apply compensation procedures in case of overbooking, the company compensates those passengers who have valid booking but who are rejected to start their travel due to overbooking.

The details of these procedures may be found in the offices of the airlines.

In order to better exploit of the flights the companies overbook their flights, so that the seat of no-show passengers may be offered to passengers who otherwise would not be able to travel. However, the companies do their best to provide seat to those having reservation on the concerned flight, it may occur that this is not guaranteed at all times.

NOTICE: In case the destination or a stop during the travel is outside the departure country, then the transport may belong under the scope of the Warsaw Convention that limits the liability of the company in case of death or personal injury or lost or damaged of luggage. See information on 'Restrictions of liability applicable in international transport' and 'Restrictions of liability regarding luggage'.

IV.5.7. FURTHER PROVISIONS

User accepts that, concerning flight ticket reservation, in case the user cancels the reserved service, the management time of the refund that might apply for the cancellation can be as much as one year. Swiss Halley AG does not assume responsibility for the damages resulting from the failure of the user in the course of cancellation or modification, such responsibility is assumed by the user, exclusively. The passenger declares, that he understood and accepted the regulations indicated by the airline and he purchases the flight ticket approvingly.

IV.6. CAR RENTAL

(1) The rental of motor vehicles offered on the website www.fireflies.com is managed by the partner companies providing car rental services, considering this, the user acknowledges that the management and details of car rental are beyond the control of Swiss Halley AG. The user can find information about the conditions and details of the actual car rental offer on the car rental offer page displayed from the search engine, the user is obliged to examine this offer carefully. The vehicle's pick-up and drop-off

location can exclusively be those locations that are predefined in the search engine of www.fireflies.com.

(2) The car rental fee is paid on the website www.fireflies.com. Concerning the car rental service, the contract is concluded between the user using the car rental service and the partner providing the car rental service.

In addition to the rental fee, the partner of Swiss Halley AG may require the user to pay a security deposit. Its amount can differ according to the service provider. The partner providing the car rental service may ask for the availability of a bank card of a given type issued under the name of the driver before the car is handed over.

(3) The colleagues at the Customer Relations Department receiving calls on the hotline of Swiss Halley AG, cannot proceed in the interest of the user using the car rental service in case problems in connection with the details, management or occurrent failure of the car rental service arise. In such cases, the user using the car rental service has to contact the car rental company directly. In case any problem arises in the course of using the car rental service, the user using the car rental service can ask for information and assistance on the customer service phone number included in the voucher confirming the car rental, indicated at the pick-up and drop-off locations.

(4) In case the car rental service is cancelled or modified, the cancellation policy of Swiss Halley AG's partners shall apply. Cancellation and modification conditions can be different for each service provider.

(5) Other conditions provided by our car rental partners – age restrictions – can be read by our users while using the service.

IV.7. ADDITIONAL CONDITIONS FOR ROUNDTRIPS

(1) Roundtrips are being offered in a dedicated menu. They include hotel and other services too, valid for a certain date and period, usually include visits of several sights and locations.

(2) The offer is delivered by a dedicated professional partner for Swiss Halley AG, that is why the parameters of the offer cannot be modified.

(3) The offer description includes the followings:

- Short description of the round trip.
- Itinerary
- Type and period of the accommodation
- Meal service
- Services which are included in the particular round trip offer.
- Services which are excluded from the particular round trip offer.
- Cancellation conditions.

(4) The elements of the offers can not be booked separately. Accommodation and other service elements of the offer may be available in Fireflies.com search engine but this is not guaranteed.

(5) The difficulty level of program elements and services (which has been defined for travellers with

average physical and mental status) are highlighted at the offer. This may differ from user's subjective perception.

Participation in a round trip is the user's own decision and responsibility. Swiss Halley AG is not responsible if the user is unable to participate in any program element of the round trip.

V. RIGHT OF UNILATERAL MODIFICATION CONCERNING GBTC

V.1.1. With regard to the character of the services provided, Swiss Halley AG can only undertake to provide the services if it reserves the right for unilateral modification of the present GBTC.

V.1.2. It is only entitled to unilateral modification in case it notifies the user in advance, at least 14 days before the modification becomes effective, in writing (via the contact email address provided by the user).

V.1.3. The notification about the unilateral modification should contain the following:

- accurate reference to the modified provisions of the GBTC
- short description of the essence of modifications
- the date when modifications will become effective
- the place of the published GBTC

V.1.4. Swiss Halley AG is not obliged to notify the user 14 days in advance about modifications of the contract that are necessary because of the introduction of new services and that do not affect the terms and conditions concerning the services already provided.

V.1.5. The modification of the GBTC is regarded to be announced on the date when the electronic notification is delivered to the user. In questionable cases, in case the delivery cannot be certified, the modification shall be regarded to be announced on the date when the notification about the modification of the GBTC is sent to the last known email address provided by the user on the user interface of the service.

V.1.6. In case the user disagrees with the GBTC modification, he has the right to communicate his disagreement to Swiss Halley AG in writing, within 14 days from the announcement date of the GBTC modification, at the latest. By missing the deadline, the modifications of the GBTC are regarded as accepted.

VI. SPECIAL CLAUSES

(1) As of May 31, 2018, concerning clauses I., III.2.4. (2), III.2.8. (1), III.4. (13) and IV.2.1. (2) of General Business Terms and Conditions, the Special Business Terms and Conditions (Appendix 2 of General Business Terms and Conditions) applies to users who have permanent address in the countries defined in Appendix 3 of General Business Terms and Conditions. Appendix 3 of General Business Terms and Conditions can be downloaded from the Downloads menu of the Fireflies.com web office, while, the Special Business Terms and Conditions (Appendix 2 of General Business Terms and Conditions) is

available to the users and distributors of the countries defined in Appendix 3 of General Business Terms and Conditions, in the Downloads menu of the Fireflies.com web office.

(2) As of March 21, 2019, concerning clauses I., III.2.3. (2), III.2.4. (2), III.2.8. (1), III.4. (13) and IV.2.1. (2) of General Business Terms and Conditions, Appendix 5 of General Business Terms and Conditions applies to users who have permanent address in the countries defined in Appendix 3 of General Business Terms and Conditions.

Appendix 3 of General Business Terms and Conditions can be downloaded from the Downloads menu of the Fireflies.com web office, while Appendix 5 of General Business Terms and Conditions is available to the users and distributors of the countries defined in Appendix 3 of General Business Terms and Conditions, in the Downloads menu of the Fireflies.com web office.

(3) Users who are permanent residents in the countries defined in Appendix 3 of the General Business Terms and Conditions cannot purchase VIP Travel packages. Appendix 7 of the General Business Terms and Conditions applies to VIP Travel package purchases made between April 2, 2020, and June 22, 2020.

(4) Special rules might apply for users who purchase VIP Travel Packages before 01 June 2021. See Appendix 8 of General Business Terms and Conditions: Special rules for purchasing VIP Travel packages.

VII. APPLICABILITY TO FIREFLIESTOKEN.COM

The terms and conditions outlined in this document apply not only to Fireflies.com but also to FirefliesToken.com and any related services, products, or features offered through these platforms. By accessing or using FirefliesToken.com, users agree to be bound by the same terms, policies, disclaimers, and obligations specified herein. Any references to “Fireflies,” “our website,” “we,” “us,” or “our” shall be interpreted to include both Fireflies.com and FirefliesToken.com unless explicitly stated otherwise. In case of any platform-specific terms or conditions, those will be outlined separately within FirefliesToken.com’s documentation.

VIII. MISCELLANEOUS PROVISIONS

The information and data available on the website of Swiss Halley AG have been compiled with the utmost care. However, Swiss Halley AG does not assume liability for the possible errors, mistakes, furthermore, errors at data recording and data transfer, at the same time, these possible errors, mistakes, furthermore, errors at data recording and data transfer do not make the affected passage or clause ineffective.

In case any part of the provisions contained by the present terms and conditions is invalid or becomes invalid, this will not affect the entirety of the conditions. The invalid part is replaced by a new agreement made by the Parties or by a legal provision which is the closest to it regarding its content.

The user is entitled to object to the content appearing in the information bar or pop-up window at the top of the website www.fireflies.com or contents forwarded via email in 14 days. If the user does not seize this opportunity, they accept the content appearing in the information bar, the pop-up windows and the contents forwarded via email and all the advantages and possible disadvantages regarding these contents without any conditions, and waives any further claims.

The present document is exclusively available in English in case Fireflies.com is used in the following languages: Croatian, French, Italian, Polish, Portuguese, Serbian, Spanish, Turkish. Swiss Halley AG

assumes no responsibility for the damages and misunderstandings that might occur due to the above mentioned.

The user contract is terminated on the date of the user's death, at the latest. The user contract can be inherited, while respecting legal prerequisites. In such an event, a new user contract has to be created with the heir within 6 month, through this, the heir acquires the deceased's rights and obligations. Death must be verified by a death certificate. In case a will concerning the inheritance of the user contract had been created, its copy authenticated by a notary public must be enclosed. In case the 6-month deadline passes with no action taken, all rights and obligations resulting from the contract are transferred to Swiss Halley AG. In case ,under certain circumstances, this 6-month period proves to be disproportionately short for the heir(s), the deadline is exceptionally extended by a fair amount of time. In case the user cannot be expected to continue their activity due to their age or health, Swiss Halley AG undertakes to continue the contractual relationship with the person appointed by the user according to the above conditions.

In case parties do not succeed to settle the occurrent disputes arising between Swiss Halley AG and the user through non-judicial channels, the language of legal communication will be English.

All presentation, advertising, educational and motion picture material (photos, illustrations, and social media posts included) displayed or in any way published (e.g. via email, social media) by Swiss Halley AG is copyright-protected Swiss Halley AG material. Without express written consent provided by Swiss Halley AG, these pieces may not be duplicated, edited, or distributed as one's own work, either in part or as a whole.

Swiss Halley AG deliberately supports the sharing of the posts published through the company's official social media channels. The act of sharing may not give the impression that the post is owned by the person who shares it, and it cannot go against copyright provisions.

The use of Swiss Halley AG's name, brand names, titles, and business names (hereinafter „distinguishing features“) also requires express written consent. The same applies to the internet domain name, email address, and social media profile registrations that contain any of Swiss Halley AG's features written in any way. Swiss Halley AG may request the deletion of those internet domain names, email addresses, or social media profiles that contain some of Swiss Halley AG's distinguishing features, the use of which has not been permitted in writing by Swiss Halley AG, in the case of internet domain names, their transfer to Swiss Halley AG may be requested.

Regarding displays with written permission, the user is obliged to follow Swiss Halley AG's instructions and to document the fact of display sending it to Swiss Halley AG.

The infringement of Swiss Halley AG's copyright, the publication of any of its copyrighted pieces without permission (e.g. sharing as one's own in social media) may result in copyright proceedings.

Unauthorized individuals must not give the impression that they are acting on Swiss Halley AG's behalf or in the name of Swiss Halley AG. It is expressly prohibited to act as the organizer, partner coordinator of any official event organized by Swiss Halley AG (e.g. online or offline event, program, happening, meeting, webinar, etc.) without being officially assigned to do so or to communicate such an event as one organized by the unauthorized individual.

The governing law shall be the law of the Swiss Confederation, excluding the United Nations Convention on Contracts for International Sales of Goods. In the event of a possible legal dispute, the governing language of this document shall be English.