

TERMS AND CONDITIONS

The following terms and conditions apply to the services rendered by POWERNAPP.com (hereafter referred to as "POWERNAPP") through any platform. By accessing, browsing or in any other form making use of the website the user acknowledges and agrees to have read, understood and agreed to the terms and conditions set out below (including the privacy policy).

The content of the website (content, infrastructure and reservation service) provided on these pages and through the website (the "service") is owned, operated and provided by POWERNAPP.com and are subject to the the terms and conditions set out below.

The website POWERNAPP provides an online platform through which users and "hotel(s)" can communicate regarding possible reservations. POWERNAPP is not responsible for the nature or content of communication for as well textual as visual communication between users and hotels.

By making such a reservation definite ("booking") the user enters into a direct (legally binding) contractual relationship with the accommodations provider with whom is booked. The user agrees to pay the full amount included in the offer to the hotel. Payment terms and cancellation policies are subject to the terms and conditions of each hotel.

Information disclosed on the website is provided to POWERNAPP by the hotels and other publicly-available sources. Hotels are given access to an extranet through which they are responsible for updating the information displayed on the website and specific offers. These providers are therefore responsible for the accuracy, completeness and correctness of this information and as such POWERNAPP is unable to guarantee the information displayed nor be held accountable for any errors, inaccurate, misleading or untrue information or non-delivery of information. POWERNAPP does not constitute an endorsement of the quality, service level, qualification or rating of any of the accommodations displayed and should not be regarded as such. Any comments or complaints about the aforementioned characteristics should be made directly to the individual hotel in question.

Any information available on POWERNAPP that is not available via other sources should be considered private information. Specifically information regarding the offers made by participating accommodation providers. As such, the user will not publish or share any specifics regarding the information learned to outside sources without the express permission from POWERNAPP and/or the hotel.

Through the action of completing and submitting forms on the website, the user agrees to this information being provided to relevant hotels. In addition the user agrees to be contacted via e-mail by the website regarding the offers submitted by the hotels through the website. Furthermore, accommodation providers reserve the right to withdraw and/or alter their offer at any time. Similarly, users are under no financial or other obligation to accept any of the offers provided by accommodation providers.

Rates used by accommodation providers may vary as they are not under the obligation to make use of the aforementioned rates. Additionally, due to the fluctuations in the foreign exchange

markets there may be differences between offers quoted on the website and actual prices charged.

Upon making a booking, the user agrees to provide their credit card information to POWERNAPP for the purpose of transmitting this data securely to accommodation providers for pre-authorisation. Under no circumstances will POWERNAPP perform any financial transactions using the gained credit card information. The aforementioned information are not stored permanently on the servers of POWERNAPP, nor will they be provided to any entities outside of the accommodation provider booked with. For further questions regarding privacy please consult POWERNAPP's privacy policy.

Through the action of submitting the form, the user agrees to the possibility of being contacted by POWERNAPP for the purpose of receiving feedback regarding the experience of using the website and for the purpose of verification of the data provided in the form.

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, POWERNAPP will only be liable for direct damages actually suffered, paid or incurred by the user due to an attributable shortcoming of our obligations in respect to our services.

POWERNAPP will never be reprehensible for any down-time of the website and the inability to book rooms at the connected hotels. Furthermore POWERNAPP is not responsible for correct availability of hotel rooms. This responsibility lies at the hotel of booking.

Unless stated otherwise, the software required for our services or available at or used by our website and the intellectual property rights (including the copyrights) of the contents and information of and material on our website are owned by POWERNAPP.

The website retains the right to amend the aforementioned terms and conditions occasionally on the basis of changes to the workings or processes of the website.