

GENERAL TERMS AND CONDITIONS (GTC)

of the Tiscover Group of Companies

valid in the UK, South Africa, Ireland and Channel Islands
(as of 10 November 2003)

1. Definitions

- 1.1 The Tiscover Group of Companies ("Tiscover") encompasses herein Tiscover AG (Innsbruck, Austria) and Tiscover UK Limited (London, England).
- 1.2 The "Tiscover System" refers to Tiscover's fully-integrated Destination Management System (DMS) and Information and Reservation System (IRS), based on internet as well as application services providing (ASP) technology. The Tiscover System is also a database system with an online booking engine. The Tiscover System is visible to the End Consumers on the internet via in particular www.tiscover.com and "www.tiscover.xy" (as defined in Clause 1.3).
- 1.3 "www.tiscover.xy" refers to the relevant Tiscover internet country platform, i.e. www.tiscover.co.uk for UK and Channel Islands Tourism Service Providers, www.tiscover.co.za for South African Tourism Service Providers, and www.tiscover.ie for Irish Tourism Service Providers.
- 1.4 Tourism Service Providers are generators of tourism services such as destination marketing/management organisations (DMOs, e.g. regions, cities, towns), accommodation establishments, catering businesses, camping sites, tourist sights, etc., having independent legal personality, and their relevant proprietors or operators, who have contracted with Tiscover for certain products or services. Tourism Service Providers shall use their best efforts to procure that the Content (as defined in Clause 1.5) they may enter into the Tiscover System, directly or through third parties, complies with the requirements of a comprehensive internet-technology based DMS and IRS.
- 1.5 "Content" comprises data, texts, photos, graphs, logos, audio and video sequences, regardless of the format of the files, made available to the Tiscover System in various analogue and digital media, including in particular bookable and/or purchasable Content.
- 1.6 The "Use" of the Tiscover System refers to the rights of Tourism Service Providers to enter Content onto the Tiscover System, directly or through third parties, through a Tiscover-supplied input screen (extranet), subject to technical compatibility of the Content with the Tiscover System and subject to contract, contracted Tiscover products and pursuant to these GTC ("Content Entry"). Content Entry onto the Tiscover System indicates a Tourism Service Providers' consent that such Content be made available for worldwide retrieval from the internet or via such other distribution channels as Tiscover may operate from time to time. Any Content Entry other than through a Tiscover-supplied input screen shall require Tiscover's prior written consent.
- 1.7 "In writing" and "written" refers to by post, fax or email. Written communication is only valid if an official originator address is stated in the communication.
- 1.8 "End Consumers" are the consumers of accommodation and holiday packages (i.e. the guests of the Tourism Service Providers) booked via the Tiscover System as well as the consumers of Content on the Tiscover System for information purposes.

2. General

- 2.1 These General Terms and Conditions (GTC) govern the reciprocal rights and obligations between Tiscover and its Tourism Service Providers regarding the Use of the Tiscover System. They do not apply to the legal relationships between Tourism Service Providers and their End Consumers under an accommodation or holiday package contract.
- 2.2 Tiscover may amend these GTC from time to time. Tiscover shall notify Tourism Service Providers in writing when the amended GTC are retrievable at www.tiscover.com/gtc, after which notification they will be binding on the Tourism Service Providers.
- 2.3 These GTC apply to Tiscover AG (Innsbruck, Austria) and all its Tourism Service Providers in the UK, South Africa, Ireland and Channel Islands. These GTC apply further to services provided by Tiscover in other countries, provided this is clearly stated in writing on the official Tiscover order form.

3. Subject matter and prices

- 3.1 Tiscover makes the Tiscover System available to Tourism Service Providers according to Clause 1.6 on a non-exclusive basis, and subject to payment of appropriate charges.
- 3.2 These GTC apply in respect of the Tiscover services selected by the Tourism Service Providers (the "Services") as evidenced by Tiscover's official order forms Tourism Service Providers have completed and submitted to Tiscover in writing.
- 3.3 The specification of the Services and the charges therefor (the "Charges") shall be as described in the products and partners pages and price list retrievable at www.tiscover.com/products. Such specification and pricing, together with any required Tiscover training programme (which shall be charged separately and in addition) as well as further Tiscover services, form an integral part of this Agreement between Tourism Service Providers and Tiscover.

- 3.4 The Charges for the Services are disclosed in the Tiscover price list as amended from time to time. Tiscover reserves the right to vary the Charges at any time. Tiscover shall notify Tourism Service Providers in writing when the amended Tiscover price list is retrievable at www.tiscover.com/products, after which notification the new Charges will be binding on the Tourism Service Providers. If the Tourism Service Providers fail to pay any amount payable by them under this Agreement by the due date, Tiscover shall be entitled to withhold the provision of the Services until payment has been received by Tiscover, without prejudice to Tiscover's right of early termination.
- 3.5 The failure to raise Charges or delay in exercising a right to raise Charges provided by this Agreement or by law (including, by way of example but without limitation, fax charges and SMS notifications) does not constitute a waiver by Tiscover of the right to raise such Charges or a waiver of other rights or remedies.
- 3.6 Irrespective of changes in technology, Tiscover may at any time modify or improve both the Services and the Tiscover System or change to other services and systems without stating any reason and without allowing the Tourism Service Providers to assert any claims, except for a right of termination.
- 3.7 If the Tourism Service Providers change from a selected Service to another Service ("Service Change") that has more, fewer and/or other functionalities, there may be a change in the Tourism Service Providers' internet appearance on the Tiscover System for technical reasons. If the Tourism Service Providers change to another Service with more, fewer and/or other functionalities, they cannot insist on the original presentation. This shall not affect the Tourism Service Providers' right for their Content to be transferred to the new Service at their own cost and expense by way of Content Entry, provided this is necessary for technical reasons (e.g. fewer functionalities). Any change from one Service to another is subject to the dates and deadlines set forth in Clause 10.4.
- 3.8 The Tourism Service Providers acknowledge that Tiscover holds intellectual property rights with respect to the Services and the Tiscover System. The Tourism Service Providers undertake to use the Tiscover System only as set forth in these GTC, and undertake not to use Tiscover's registered trademark(s), in particular the brand 'Tiscover', save with Tiscover's prior written consent. Any breach of this provision shall constitute material breach and shall entitle Tiscover to immediately terminate the Agreement, notwithstanding other defence and/or reimbursement claims.
- 3.9 The Tourism Service Providers hereby consent to Tiscover placing, within the scope of applicable laws, advertising banners or similar advertisements ("Advertisements") of third parties on the Tiscover System without the Tourism Service Providers' consent. The Tourism Service Providers shall not be entitled to compensation in respect of such Advertisements.

4. General rights and obligations of the Tourism Service Providers

- 4.1 During the term of a valid contract for the use of the Tiscover System ("Contract"), the Tourism Service Providers are granted the non-exclusive right of Use of the Tiscover System according to Clause 1.6.
- 4.2 The Tourism Service Providers may also use such distribution channels as Tiscover makes available, provided they accept the general terms and conditions of the relevant operator and the charges payable for such use.
- 4.3 The Tourism Service Providers agree to use best endeavours to utilise the online accommodation booking functions of the Tiscover System and enter bookable Content. In the event of incorrect entry of bookable Content leading to repeated overbooking, Tiscover has the right to withhold the provision of the Services until correct Content has been entered, without prejudice to Tiscover's right of early termination.
- 4.4 The Tourism Service Providers undertake to answer all inquiries from End Consumers promptly, and in any event within 12 hours of receipt, in order to meet the requirements and needs of the online market.
- 4.5 The Tourism Service Providers undertake to offer to End Consumers only those accommodation and holiday package offers that are actually available at the requested times ("Offers"). Should the Tourism Service Providers not comply with their obligations under this Clause, Tiscover may, but shall not be obliged to, look for substitute services of at least equivalent quality at the Tourism Service Providers' cost and expense and charge these costs as well as a processing fee to the Tourism Service Providers, who shall immediately pay the invoiced amount.
- 4.6 The Tourism Service Providers acknowledge that the bookings for accommodation contracts through Tiscover will only be made on the basis of the General Accommodation Booking Conditions (GABC) (www.tiscover.com/gabc) laid down by Tiscover; any purported variations to the GABC made by the Tourism Service Providers shall not be applicable or enforceable against the End Consumers.
- 4.7 The Tourism Service Providers undertake and guarantee that all prices they enter onto the Tiscover System shall include or otherwise indicate all charges, taxes and other applicable expenses. Tiscover shall have no liability or responsibility whether to the Tourism Service Providers or to End Consumers or otherwise in respect of prices wrongly entered onto the Tiscover System by the Tourism Service Providers.
- 4.8 The Tourism Service Providers irrevocably authorise Tiscover to collect all Charges as well as any incidental expenses reasonably incurred by Tiscover by direct debit from a bank account to be indicated by the Tourism Service Providers when these amounts have become payable. Immediately after signing the Contract, the Tourism Service Providers will deliver to Tiscover a duly executed direct debit mandate.
- 4.9 If automatic direct debit transfer is not possible due to insufficient cover funds or for any other reason attributable to the Tourism Service Providers, the Tourism Service Providers undertake to immediately pay the relevant Charges and incidental expenses including default interest.
- 4.10 All tax related Charges payable as a result of the Use of the Tiscover System by the Tourism Service Providers, such as advertising taxes, will be borne by the Tourism Service Providers.

- 4.11 Access to the Tiscover System for Content Entry by the Tourism Service Providers is gained through input of username and password. The Tourism Service Providers undertake and guarantee to keep their username(s) and password(s) confidential and bear the responsibility for this.
- 4.12 The Tourism Service Providers guarantee to keep all confidential information related to the Use of the Tiscover System confidential and not to pass this information to third parties.
- 4.13 The Tourism Service Providers warrant to Tiscover that they have full power and authority to enter into and perform this Agreement.

5. Tiscover client contact

- 5.1 On submission of a completed official order form to Tiscover, the Tourism Service Providers undertake to immediately nominate and communicate to Tiscover the name of one of their employees as Tiscover client contact. Should this client contact terminate his/her responsibilities as client contact for any reason, the Tourism Service Providers undertake promptly to provide a qualified replacement and notify Tiscover of such change.
- 5.2 The Tourism Service Providers undertake to procure that their employees in charge of the Tiscover System shall be trained at the Tourism Service Providers' own cost and expense on a Tiscover training course appropriate to the contracted Services.
- 5.3 The obligation under Clauses 5.1 and 5.2 shall not apply if and to the extent that the Tourism Service Providers have assigned Content Entry to an authorised Tiscover Service Partner (TSP), save that the Tourism Service Providers shall be responsible for such TSP's acts and omissions as if it were the Tourism Service Providers' own acts and omissions.

6. Entry, maintenance and use of the Content

- 6.1 The Tourism Service Providers agree to promptly, correctly and comprehensively conduct Content Entry of current Content. Where Content is entered by third parties on behalf of the Tourism Service Providers, the Tourism Service Providers shall promptly deliver comprehensive, correct and current Content to such third parties. In addition, the Tourism Service Providers shall ensure that the third parties instructed by them shall promptly enter Content so delivered.
- 6.2 The Tourism Service Providers warrant to Tiscover that the Content entered into the Tiscover System:
 - 6.2.1 shall not infringe any third party's intellectual property rights or other proprietary rights or rights of publicity or privacy;
 - 6.2.2 shall not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control);
 - 6.2.3 is not defamatory, trade libellous, unlawfully threatening or unlawfully harassing;
 - 6.2.4 is not obscene or pornographic and does not contain child pornography;
 - 6.2.5 does not violate any laws regarding unfair competition, anti-discrimination or false advertising; and
 - 6.2.6 does not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 6.3 The Tourism Service Providers shall indemnify Tiscover against all claims, liabilities and expenses arising out of any claim that the use of the Content on the Tiscover System or otherwise by Tiscover in accordance with the provisions of this Agreement infringes the rights of any third party.
- 6.4 The Tourism Service Providers grant Tiscover from the moment of Content Entry a perpetual world-wide unrestricted and transferable right to use the Content free of charge on the Tiscover System; this right comprises all currently known forms of use, including processing, digitalisation and translation as well as, in particular, the use on the internet and within the scope of comparable online services.
- 6.5 Notwithstanding the Tourism Service Providers' liability, Tiscover reserves the right, in case third parties assert a judicial or non-judicial claim against Tiscover, to remove the Tourism Service Providers' Content in its own interest temporarily or permanently from the Tiscover System and all mirrored and/or related servers; this will not entitle the Tourism Service Providers to claim any reimbursement whatsoever. Any costs arising in connection with this protective measure taken shall be borne by the Tourism Service Providers.

7. Tiscover System sub-domains and links

- 7.1 The Tourism Service Providers may present their organisation and business on a Tiscover System catalogue homepage in a separate subdirectory (short-cut) of www.tiscover.xy (e.g. www.tiscover.xy/name), unless this subdirectory has already been assigned. This right exists only for the term of a valid Contract. Should the Tourism Service Providers no longer use this Service or should the Tiscover Charges not be promptly paid, Tiscover reserves the right to delete, otherwise use or otherwise assign such a subdirectory.
- 7.2 Should the Tourism Service Providers register a domain (e.g. www.name.com or .co.uk, .co.za, .ie) through Tiscover, Tiscover will procure that such domain be registered in the Tourism Service Providers' names as domain owners.

- 7.3 Depending on the Service selected, the Tourism Service Providers or other parties on their behalf may create a link from their Tiscover System catalogue homepage to a directory of links prepared by the Tourism Service Providers; from there they may create links to other sites. Each link created by the Tourism Service Providers or other parties on their behalf shall be the Tourism Service Providers' sole responsibility and they shall be liable for any violation of laws that may arise from these links. Clause 6.3 hereof shall apply correspondingly also to links.
- 7.4 Within the scope of the technical requirements of Tiscover and hereunder, the Tourism Service Providers may in their absolute discretion create or procure the creation of links from their directory of links, PROVIDED THAT they shall not create links to accommodation and package holiday information, reservation and booking systems except with Tiscover's prior express written consent. Any violation of this obligation shall entitle Tiscover to remove such unapproved links without substitution, and the Tourism Service Providers shall not be entitled to assert any financial claim in respect of such removal. In the event of repeated breach by the Tourism Service Providers of the terms of this Agreement, Tiscover has the right to withhold the provision of the Services to the Tourism Service Providers until such breaches have been remedied by the Tourism Service Providers, without prejudice to Tiscover's right of early termination.

8. Processing of bookings

- 8.1 In the event that bookings are made for the Tourism Service Providers' Offers through the Tiscover System, Tiscover will act as agent of the Tourism Service Providers in its contract with the End Consumers and shall be entitled to retain commission for such agency from the deposit payable by the End Consumers. In addition, all inquiries and/or bookings in respect of the Tourism Service Providers' Offers made by using the Tiscover System will create direct agreements between the Tourism Service Providers and their End Consumers.
- 8.2 If the Services also provide for a booking-related Charges in respect of bookings made for the Tourism Service Providers' Offers, Tiscover may calculate such Charges based on the value of the booking made through the Tiscover System pursuant to the price list valid from time to time and invoice the Tourism Service Providers for these Charges. This provision shall not apply to bookings that were not made through the Tiscover System.
- 8.3 Tiscover may collect the booking-related Charges from the End Consumers as deposit for the Offers by debiting the End Consumers' credit cards or using other electronic payment systems or forms of payment (authority of partial collection). If Tiscover exercises this right, the collected amounts will be included in the Charges calculated as in Clause 8.2. Any outstanding payments or credits will be added or set off against the Charges due from the Tourism Service Providers. The booking-related Charges will be due and payable on the date the booking is made.
- 8.4 For each deposit collected by Tiscover as agent from the Tourism Service Providers, the End Consumers will receive a booking confirmation listing the deposit received, and the deposit shall be deducted from any accommodation fee payable to the Tourism Service Providers.
- 8.5 The Tourism Service Providers may cancel a booking free of charge up to three months prior to the arrival date, except for a processing fee of €10 payable to Tiscover. The processing fee will be included in the invoice issued to the Tourism Service Providers for the following year's Charges.
- 8.6 Any cancellation, in whole or in part, by the End Consumers of the booking in accordance with the General Consumer Booking Conditions (GCBC) (www.tiscover.com/gcbc) made on the Tiscover System 30 days or more prior to the contracted arrival date shall be without penalty for the End Consumers, except for a flat-rate processing fee of €10 payable to Tiscover. Tiscover will refund the End Consumers' deposit to the End Consumers, less the processing fee, within two months of receipt of the cancellation, by wire transfer.
- 8.7 If the End Consumers cancel a booking made through the Tiscover System 29 days or less prior to the contracted arrival date, Tiscover will retain the total deposit as cancellation fee. This fee will be credited to the Tourism Service Providers, less a flat-rate processing fee of €10 payable to Tiscover. The next invoice Tiscover issues to the Tourism Service Providers will credit the deposit collected by Tiscover in case of cancellations, less the processing fee. In case of the End Consumers' earlier or later departure, the deposit will not be refunded, nor will the system fee be increased. If the deposit paid by the End Consumers is lower than the processing fee of €10, no refund will be made in the event of cancellation by the End Consumers.
- 8.8 If the End Consumers or the Tourism Service Providers cancel a booking completely, the Tourism Service Providers shall deliver to Tiscover written proof of cancellation within two weeks of the cancellation. In case of a no show, the Tourism Service Providers shall deliver to Tiscover a written notice within two weeks of the originally agreed arrival date.
- 8.9 If the credit card company makes a reverse entry on a partial amount collected by Tiscover pursuant to Clause 8.3, the related booking is then regarded by Tiscover as cancelled by the End Consumer, and thus Clause 8.7 shall apply to this booking.
- 8.10 In case of fraud or in case of technical errors during booking, Tiscover reserves the right to cancel bookings at any time prior to the End Consumers' contracted arrival date without stating any reasons. In the event of such cancellation, no cancellation fee shall be payable to the Tourism Service Providers by the End Consumers and Tiscover.

9. Liability of Tiscover

- 9.1 The End Consumers' booking is made if it is registered in the Tiscover System. Tiscover disclaims any liability for additional bookings, confirmations, amendments or cancellations in writing or by phone call whether successfully delivered or not.
- 9.2 Tiscover disclaims any liability for data the End Consumers have entered into the Tiscover System in order to book the Tourism Service Providers' services, including without limitation whether the End Consumers actually exist and whether the stated names and addresses are correct.
- 9.3 Tiscover disclaims any liability for the End Consumers' authorisation to use the tendered credit card or any other form of payment, for the validity of the tendered credit card and for the End Consumers' credit standing.
- 9.4 Tiscover shall not be responsible to the Tourism Service Providers for any lost data, down-time, loss of profit, loss of business, loss of anticipated savings, indirect, incidental, special, or consequential damages arising out of the Tourism Service Providers' use of the Tiscover System or the placing of the Content onto the Tiscover System under this Agreement.
- 9.5 Tiscover shall not be liable to the Tourism Service Providers for any suspension deterioration or interruption of the Tiscover System or of the Services howsoever caused. Tiscover will use all reasonable endeavours to ensure any such disruption to service is minimised.
- 9.6 Tiscover shall be entitled at any time to improve, modify, suspend, change, test, maintain or repair the Tiscover System or any part thereof without incurring any liability or obligation to the Tourism Service Providers. Tiscover will endeavour to give to the Tourism Service Providers as much notification of any interruption or material change to the Tiscover System as is practicable in the circumstances and will use all reasonable endeavours to ensure disruption to Services is minimised.
- 9.7 Tiscover will use all reasonable endeavours to translate the Content of the Tourism Service Providers in the Tiscover System into different languages within three weeks from receipt of a relevant order. Tiscover disclaims all liability for incorrect translations.
- 9.8 The exclusions and limitations shall not apply with respect to damage caused by Tiscover's negligence. Any claims that are based on inalienable provisions of product liability shall not be affected either.
- 9.9 The parties acknowledge that the limitations set forth in Clause 9 are integral to the amount of the Charges levied in connection with the Services rendered hereunder and that, were Tiscover to assume any further liability other than as set forth herein, such Charges would of necessity be set substantially higher.
- 9.10 Nothing in this Agreement shall be construed to exclude or limit either party's liability in respect of personal injury or death caused by negligence.

10. Contract term, termination of Contract, and product change

- 10.1 The Contract will commence on notification by Tiscover to the Tourism Service Providers of their acceptance and shall continue for one year (the "Initial Period"), and shall be automatically renewed thereafter for a further period of one year, unless either party terminates the Contract as set forth in Clause 10.2.
- 10.2 The Contract may be terminated without cause by either party giving to the other at least one full calendar month's written notice to expire no earlier than the end of the Initial Period.
- 10.3 The Tourism Service Providers may terminate the Contract within four weeks from entry into force of new or materially amended GTC. Any amendment concerning the systematic structure or wording of the GTC without changing the substance thereof shall not be deemed a material amendment. This right of termination shall apply also in the event of material changes to the Services by Tiscover.
- 10.4 The Tourism Service Providers may at any time change to a higher quality Tiscover service. The change will become effective upon commencement of the first day of the month following an order placed with Tiscover. In the case of a product upgrade, this is seen as a Contract renewal by one year, and the portion of the payments for the remaining months of the Contract will be set-off against the new payments due. If the Tourism Service Providers wants to change to a Tiscover service that features fewer or identical functionalities, the relevant orders shall be placed with Tiscover up to one full calendar month before the end of the Initial Period or any subsequent renewal period of the Contract, in order to guarantee a product change upon expiry of the Contract.
- 10.5 Tiscover may terminate the Contract forthwith without notice if:
 - 10.5.1 the Tourism Service Providers do not make available any data or if they make available data that are not up-to-date, correct, comprehensive or representative;
 - 10.5.2 the Tourism Service Providers commit any material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fail to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied breach (such notice to contain a warning of the intention to terminate);
 - 10.5.3 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Tourism Service Providers;
 - 10.5.4 the Tourism Service Providers make any voluntary arrangement with their creditors or become subject to an administration order;
 - 10.5.5 the Tourism Service Providers go into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
 - 10.5.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Tourism Service Provider;

- 10.5.7 the Tourism Service Providers cease, or threaten to cease, to carry on business;
 - 10.5.8 the Tourism Service Providers, despite reminder, do not pay the Charges whether for training, installation, connection, maintenance or utilization or any other Charges as set forth in the relevant price list that forms an integral part hereof; or
 - 10.5.9 the Tourism Service Providers, despite reminder, use trademarks contrary to the terms of the Contract.
- 10.6 Termination for any reason shall be without prejudice to any rights or obligations of the parties which have accrued prior to termination.

11. Force Majeure

- 11.1 In the Agreement, "Force Majeure" means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented.
- 11.2 If either party is prevented or delayed in the performance of any of its obligations under the Agreement by Force Majeure, then that party will serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure, and will subject to service of such notice, and to Clause 11.4 have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure event during the continuation of such events and for such time after they cease as is necessary for that party, using all reasonable endeavours, to re-commence its affected operations in order for it to perform its obligations.
- 11.3 If either party is prevented from performance of its obligations, due to Force Majeure, for a continuous period of more than three full calendar months, the other party may terminate the Agreement on written notice, in which case neither party will have any liability to the other except in relation to the rights and liabilities which accrued prior to termination.
- 11.4 A party claiming to be prevented or delayed in the performance of its obligations by reason of Force Majeure must take all reasonable steps to bring the Force Majeure event to a close or to find a solution by which the Agreement may be performed during the continuance of the Force Majeure event.

12. Inadequacy of damages

- 12.1 Without prejudice to any other rights or remedies that Tiscover may have, the Tourism Service Providers acknowledge and agree that damages alone would not be an adequate remedy for any breach by the Tourism Service Providers of the provisions of this Agreement and that accordingly Tiscover shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Agreement.

13. Waiver and remedies

- 13.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

14. Variation

- 14.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of Tiscover.

15. Severance

- 15.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

16. Language

- 16.1 This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.

17. Rights of third parties

- 17.1 No term of this Agreement shall be enforceable solely by virtue of the English Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

18. Data protection

- 18.1 For Tourism Service Providers in the UK and Channel Islands: The parties hereby undertake to comply with the provisions of the English Data Protection Act 1998 and any related legislation insofar as the same relates to the provisions and obligations of this Agreement.

18.2 For Tourism Service Providers in South Africa: The parties hereby undertake to comply with the provisions of the South African Electronic Communications and Transactions Act 25 of 2002 and any related legislation insofar as the same relates to the provisions and obligations of this Agreement.

19. Governing law

19.1 For Tourism Service Providers in the UK, Ireland and Channel Islands: This Agreement shall be governed by and construed in accordance with the law of England, to the exclusion of the UN Sales Convention. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

19.2 For Tourism Service Providers in South Africa: This Agreement shall be governed by and construed in accordance with the law of Austria, to the exclusion of the UN Sales Convention. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Innsbruck, Austria, over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.