

These terms and conditions (hereinafter – the Agreement) are developed by AGAINGENCY LTD, which is an online travel agent, providing online booking services as provided in this Agreement.

DEFINITIONS

OTA – online travel agent AGAINGENCY LTD, incorporated in the Republic of Cyprus, regulated, and licensed by COT, license No.7363, physical address 66 Arch. Makariou III Ave, Cronos Court, office 34, 1077, Nicosia. Registration number HE 412279

Booking Platform – online booking system of OTA; gives the Client an ability to make Booking of Services through a passport protected account on OTA Website.

Booking – requested and confirmed booking of Services made by the Client on the Booking Platform.

Service Provider – the hotel or other accommodator or provider of other travel-related products and services, or a third party, acting as an intermediary for such service provider or supplier of the Services of the service provider.

Services – hotel or other accommodations and other travel-related products and services.

Website – againgency.com.

Cancellation Fees – cancellation fees specified in the Booking Platform at the time of Booking.

Payment – payment of the amount indicated in the Booking Platform for the Booking. **GENERAL**

TERMS

The Client hereby requests OTA, and OTA agrees to provide online booking of the Services for the Price and on the terms set out in the Agreement. The Services are provided for the personal needs of the Client or the needs of the Customer.

The Client shall make Booking through a password-protected account on the OTA Booking Platform and shall pay for the Booking following the Agreement's terms.

The Parties agree that OTA acts only as an online booking facilitator and does not provide accommodation services or any other travel-related products and services itself. The Client (or the Customer) shall always enter into an individual agreement with the Service Provider. The Services are owned, controlled, or made available by the Service Provider. The Client shall observe any terms and conditions of the Service Provider, and OTA shall not be liable for any consequences arising out of non- fulfillment of such obligation by the Client and/or the Customer.

Client – legal entity that is authorized to use and have access to products and services through the Booking Platform of OTA.

Customer – the end user of the hotel accommodations and other travel-related products and services; the Client's customer.

Price – the booking rate displayed in the Booking Platform at which the Services are offered for the Booking, excluding any additional amounts as indicated in this Agreement.

OTA obligations to the Client are limited to the provision of access to the Booking Platform and ensuring of technical Booking of necessary Services and making payments for the Services. OTA acts solely as an intermediary between the Client and the Service Provider, and the information disclosed

on the Booking Platform is based on the information provided by the Service Provider who is solely responsible for

updating the Price and additional fees, availability, its policies, terms and conditions, cancellation and no-show conditions, any other instructions and information displayed on the Booking Platform, as well as for accuracy, correctness, and completeness of all information displayed on the Booking Platform. Where the Payment made by the Client via the facility of the OTA corresponds to the amount due to the Service Provider, such Payment shall constitute a settlement of the Client's payment obligation towards the Service Provider.

OTA shall have the right to attract third parties for the fulfillment of its obligations under this Agreement.

BOOKING PROCESS

Booking must be made in the Booking Platform through a password-protected account or by e-mail, indicated in this Agreement. During the Booking, the Client shall always indicate all required information, including name, surname, and the nationality of the person who will be traveling (also when Booking is made by the Client for the Customer). Where the Client fails to present all required information, or the provided information is incomplete/incorrect, the Booking may be canceled or refused at the sole discretion of OTA, notwithstanding if the Booking is completed or not.

OTA is authorized to transfer the name, surname, and nationality of the person who will be traveling to the Service Provider for the purpose of securing the Booking for the Client or its Customer. Unless specified in this Agreement or as requested by the applicable law, all information provided by the Client to OTA through the Booking Platform shall be treated as confidential by OTA.

During the Booking, the Client shall make pre-payment for the Booking by means of secure online payment in the amount displayed on the Booking Platform. Within a short time, OTA will send a confirmation letter that the Booking is being processed to the e-mail of the Client, indicated during the Booking.

After receipt of the Payment, the Booking will be considered complete, and OTA will send a confirmation letter to the e-mail of the Client, indicated during the Booking. A completed booking may not be amended, and in case of necessity to make amendments, the Booking must be canceled in accordance with the cancellation policy outlined in this Agreement and made available to the Client at the time of such Booking, and a new Booking must be made. Confirmation letter for a completed Booking will contain the relevant booking reference number, full description of the booked travel service or travel-related product, location of the accommodations (if any), booking date, expected arrival and departure dates, or expected date for the use of the service, the amount of payment, cancellation and no-show terms.

The Client is responsible for all use of the Booking Platform, maintaining the secrecy of the password, login, and account information, as well as for anyone accessing and using the Booking Platform with the Clients access data and anyone accessing the Booking confirmations.

A booking is a "group booking" when there will be six (6) or more Bookings requested for the same dates and the same Services. OTA reserves the right to cancel any Bookings made for a group or if it determines at its sole discretion that the Booking has been made for the purpose of holding space for a future sale.

PAYMENTS

The amount to be paid for the Booking includes the Price for the relevant Service and applicable value-added tax or sales tax (or similar tax). Additional amounts (e.g., city tax, tourism tax, resort fee, a fee for supplementary services, late check-in/check-out fee, etc.) may be charged by the Service Provider. Any

such additional amount must be paid directly to the Service Provider. The Service Provider is liable for the display of other amounts that may be charged for the Service on the Booking Platform. OTA does not verify the content uploaded by the Service Provider on the Booking Platform and shall not be liable for the accuracy, correctness, and completeness of such information, and the additional amounts charged by the Service Provider may vary from amounts indicated on the Booking Platform. No extra fee is charged by OTA from the Client for the use of the Booking Platform.

Payment must be made in the currency indicated in the Booking Platform and during the Booking. The Client is responsible for payment of any currency conversion charges applied by its credit institution.

Where the Client is collecting any amounts for the Booking from its Customer, the Client shall bear the risk of non-collection of payment and financial liability for any non-refundable cancellation. The Client shall also take the risk for all chargebacks, frauds, and/or other refund requests of the Customer.

The Booking is completed only in case the Payment is made in accordance with the terms and conditions of this Agreement, and a booking confirmation is received from OTA.

OTA facilitates (through a third-party payment service provider) the Payment for the Services indicated in the Booking for and on behalf of the Service Provider. Payment is processed from the Client's corporate credit/debit card or bank account to the bank

account of the Service Provider through a third-party payment service provider.

OTA is not liable for any charge applied to the payment transaction by the credit institution of the Client and/or the Customer.

CANCELLATION AND NO-SHOW

The Client shall cancel the Booking only through the Booking Platform (or via e-mail, indicated in this Agreement). Any cancellation or amendment of the Booking directly with the Service Provider shall not be binding to OTA, and the Client is not entitled to any refund or repayment of the amounts paid for the Booking.

Cancellation and no-show policy also define conditions under which the Client shall have the right to claim a full or partial refund of the amounts paid for the Booking and when the cancellation is non-refundable.

Applicable city tax, tourist tax, or similar charges may still be charged by the Service Provider

in the event of a no-show or non-refundable cancellation.

Since OTA is acting as an online booking facilitator and has no control over the Services and does not verify the content uploaded by the Service Provider to the Booking Platform, it is not possible for

OTA to guarantee the Price displayed on the Booking Platform. The Price may change frequently, and additional amounts may be charged; therefore, it is the responsibility of the Client to check whether the Price asked for the Booking is the one that

is expected.

The general cancellation and no-show policy of the relevant Service Provider is made available on the Booking Platform during the Booking and in the Booking confirmation. OTA may foresee additional cancellation requirements to those of the Service Provider, which are also displayed on the Booking Platform during the Booking and in the Booking confirmation. The Client shall thoroughly check all details, requirements, and policies prior to the Booking.

OTA has the right to cancel any Booking made under the unverified, incorrect, or otherwise fictitious name of the person traveling or in case of an error, which results in an unrealistic booking price. The Service Provider may cancel the Booking without obligation to refund any amounts paid for the Booking if, upon arrival of the person traveling, the information presented by such person differs from information provided during the Booking.

The Client shall make sure that in case of a late or delayed arrival for the use of the Service, it is timely and promptly communicated with the Service Provider in order to avoid cancellation of the Booking under cancellation and no-show policy of the Service Provider. OTA is not liable or responsible for the consequences of delayed arrival of the person traveling and/or for improper information of the Service Provider. The Client shall be liable for its losses incurred as the result of cancellation and no-show if terms of cancellation and no-show policy of the Service Provider have been violated.

time.

CONTENT OF THE BOOKING PLATFORM

When the Client resells the accommodations or any other travel-related products and services displayed on the Booking Platform to its Customers, the Client must express, distribute or communicate such services in a clear and accurate manner, as it is displayed on the Booking Platform. The Client shall not (directly or indirectly) integrate, combine, or otherwise make available the content of the Booking Platform together with its own content or content of any competitor of OTA. The Client shall not amend, alter, modify, or create any derivative works based on the content of the Booking Platform.

COMPLAINTS

INTELLECTUAL PROPERTY

OTA, along with its affiliates, the Service Providers, and other licensors (if any) own all the text, images, software, trademarks, service marks, or other material displayed on the Booking Platform. The Clients will not copy or transmit any of the material except for the use under this Agreement. The use of the Booking Platform does not grant the Client any

license or right to use any of the marks included on the Booking Platform.

OTA may at its sole discretion require the Client to modify the display of the content included in the Booking Platform, suspend the Clients access to the Booking Platform, or terminate this Agreement

if it determines that the Client displays the content placed in the Booking Platform in misleading, inaccurate, confusing, ambiguous or another inappropriate manner.

OTA owns exclusive rights to all created/edited/translated information on the Booking Platform, and it may be used by the Client or any third party only with the prior written consent of OTA.

WARRANTY

Any claim or complaint which cannot be resolved with the Service at the arrival must be notified to OTA by logging into the Booking Platform (or via e-mail, indicated in this Agreement). All claims and complaints must be reported to OTA within 24 hours after the arrival or after the discovery of the issue. Any claim or complaint that is submitted after the 24-hour period may be rejected at the sole discretion of OTA, and the claimant shall forfeit its right to any (damage or cost) compensation. OTA shall reply within the shortest possible

Each party agrees and warrants that it is legally authorized to execute this Agreement. All information provided under the Agreement, including, but not limited to, the information provided to OTA through the Booking Platform, is and will be accurate, correct, and complete.

The Client warrants that it will not provide access to the Booking Platform to any third party, except for the authorized employees or representatives of the Client. The Client acknowledges that it is solely responsible and liable for fulfillment of any obligations to the

Customer, and OTA has no responsibility and/or liability against the Customer.

the Website.

CHANGES TO THE AGREEMENT

OTA reserves the right to change and modify the terms and conditions of this Agreement at any time without notice. Changes will become effective as soon as they are published on

The Client is responsible for remaining knowledgeable about the terms and conditions of this Agreement. Continued use of the Booking Platform constitutes acceptance of any changes to this Agreement, and any changes will supersede all previous versions of the

Agreement.

TERM AND TERMINATION

OTA may, at its sole discretion, at any time and with or without advance notice, suspend, terminate, or restrict the Clients access to all or any component of the Booking Platform and/or terminate this Agreement.

The Client may close its account at the Booking Platform at any time, and in such case, the Agreement between the Client and OTA shall be deemed terminated.

If the Agreement is terminated for any reason and the Client has paid for any Booking, OTA will take all reasonable steps to ensure that any Booking, completed prior to the termination date, is honored and the terms of this Agreement are applicable to such Booking. Nevertheless, if the Agreement is

OTA expressly disclaims to the fullest extent permissible all warranties of any kind in relation to (i) any actions (inactions) with respect to the provision of the Services by the Service Provider, (ii) any information displayed on the Booking Platform by the Service Provider, its accuracy and correctness, (iii) merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage

of trade, course of dealing, or course of performance.

These terms and conditions, as may be amended from time to time, apply to all Services directly or indirectly (through a third-party service provider) made available online to the Client. By accessing and using the Booking Platform and/or by completing the Booking, the Client acknowledges and agrees to have read, understood, and agreed to the terms and conditions of this Agreement.

terminated by the Client, OTA shall not be liable for revision of any claims or complaints of the Client related to the Services.

INDEMNIFICATION AND LIMITATION OF LIABILITY

OTA to the extent permitted by law hereby expressly exclude any responsibility and liability for (i) any loss or damages to, or viruses that may infect, computer equipment or other property of the Client as the result of access to the Booking Platform; (ii) any injury, death, loss, claim, act of god, accident, delay, or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with any use of the Booking Platform and/or content displayed, any failure (including without limitation the use of or inability to use) any component of the Booking

Platform, errors of the Booking Platform, or the performance or non-performance of the Service Provider; (iii) any acts and/or omissions of the Customer(s) affected; (iv) any acts and/or omissions of a third party not connected with the Services and which were unforeseeable or unavoidable. Parties are not liable for any circumstances beyond their reasonable control, i.e., force majeure events.

CONFIDENTIALITY

Each party shall indemnify the other and hold it harmless and indemnified against and in respect of all loss or damage (including all interest, penalties, fines and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the relevant party arising out of or in connection with (i) any claim made against the indemnified party by any third party as a result of any action or inaction by the indemnifying party in connection with the Agreement and/or any breach by the indemnifying party of the Agreement; (ii) any breach of the warranties of the Agreement.

For the purpose of this section, confidential information means any and all know-how, documentation and/or information, whether financial, technical, operational or otherwise, products, services, software, developments, technology, designs, engineering, hardware configuration

information, marketing or other information disclosed by either party to the other party, either directly or indirectly, in any form, including through the Booking

Platform (Confidential Information).

Each party shall keep the other's Confidential Information confidential and shall use it for the sole purpose for which it was disclosed under this Agreement. Each party shall not disclose the Confidential Information to any third party except required under the conditions of this Agreement, applicable law, or with the written consent of the other party.
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Each party may disclose Confidential Information to its employees, agents, directors, authorized subcontractors, professional advisors, and consultants who have a need to know such information in connection with this Agreement, provided that such persons shall comply and are bound with confidentiality obligation in the amount that is at least equal to the confidentiality obligation under this Agreement.

will be brought to courts located in the Republic of Cyprus.

JURISDICTION

This Agreement and any action related thereto will be governed by the laws of the Republic of Cyprus. All claims, legal proceedings, or litigation arising in connection with the Services . Any claims, legal

proceedings, or litigation arising in connection with the Services between the Client and the Customer are outside the scope of this Agreement and shall be governed and settled in accordance with the mutual agreement of the Client and Customer.

MISCELLANEOUS

Communications between the parties under the Agreement shall be in writing and delivered to a party via e-mail. Any communication sent from a party's e-mail shall be deemed authorized by that party. The authorized e-mail address for communication with

OTA is: support@againgency.com.

Any confidentiality, indemnity, and liability obligation or other term and condition that is intended to survive any termination by its nature will survive termination of the Agreement. This Agreement constitutes the entire agreement between the parties in connection with

its subject matter.

This Agreement does not create a relationship of employment, trust, agency, or partnership between the parties. When offering the Services or booking the Services for the Customers, the Client is not acting as the agent of OTA, and this Agreement does not make the Client an agent of OTA.

After acceptance of the terms and conditions of this Agreement as stated hereto, the text of this Agreement is available on the Booking Platform and is binding to the Client. Upon written request of the Client, OTA shall send the text of this Agreement to the e-mail of the

Client, indicated in the signup request. In case the Client does not fully understand or does not accept the terms and conditions of this Agreement, the Client should contact OTA for clarifications prior to acceptance of the terms and conditions.

If any provision of this Agreement is or becomes invalid, unenforceable, or non-binding, each party shall remain bound by all other conditions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and parties will at least agree to accept a similar effect as the invalid, unenforceable, or

non-binding provision, given the contents and purpose of these terms and conditions.