

GENERAL CONDITIONS OF HICLE HOLIDAYS

Registered at the Chamber of Commerce no. 34272134 / Also available in full at <https://www.hicleholidays.com/>

1. General

1.1 These general terms and conditions apply to all legal acts and agreements entered into by Holcus Buiten BV trading under the name Hicle Holidays (hereinafter "**HH**") with regard to the provision of online services (hereinafter the "**HH Services**"). Specifically, these general terms and conditions apply to the provision of the online platform Hicle Holidays (hereinafter the "**Website**") for the publication of offers (hereinafter "**Offers**");

- for cycling and walking holidays and recreation, including day activities and day recreation;
- required and / or related products such as but not limited to bicycles and associated accessories;
- hiking clothes, accessories and supplies;
- maps, books, guides and other navigational means;
- related information and services;

(hereinafter the "**Products and Services**").

1.2 Deviations from these conditions only apply insofar as confirmed in writing by HH. The applicability of the other party's general terms and conditions (hereinafter "**Participant**") is expressly rejected.

1.3 If a provision from these conditions should prove to be invalid or is canceled, this will not affect the legal force of the other provisions. Parties will then consult with each other about a new provision in accordance with the spirit of these conditions.

1.4 No action or omission by HH with respect to these terms (including whether or not tacitly accepting any deviation from it) will result in or be construed as permanently waiving or limiting any right of HH.

1.5 Communication between Participant and HH via internet and / or e-mail is legally binding.

2. Registration by Participant

2.1 HH's offers for the provision of HH Services are without obligation. A registration for participation by Participant is only binding and irrevocable after acceptance by HH. HH specifically has the right to refuse a specific Participant if it is not concerned with the provision of the Products and Services.

2.2 An offer or registration accepted by the Participant via the HH Website is only valid if the Participant has used the digital order form displayed on the Website. An agreement concluded in this way is legally valid without any further written confirmation or signature being required.

2.3 Participant guarantees the information provided during registration and HH may assume that this is correct.

3. Publication period

3.1 The registration as a Participant is valid during the agreed publication period (hereinafter the "**Publication Period**"). This Publication Period can be set at any time to a minimum period specified by HH on the Website.

3.2 After the end of the Publication Period, unless explicitly agreed otherwise, the Publication Period will be automatically and legally extended by the same term and under the same conditions and price conditions.

4. Management

4.1 HH acts as administrator of the Website.

4.2 HH takes care for the correct publication during the Publication Period of the information supplied by the Participant. HH also guarantees that the Website has sufficient capacity for reasonably expected data traffic.

4.3 HH is at all times entitled to make reasonable changes regarding the website, the online platform and the way in which the Products and Services of the Participant are presented.

5. Comply with laws and regulations

5.1 The Participant guarantees that the information supplied by him or her for publication and the Products and Services offered therewith comply with the applicable laws and regulations and are furthermore generally suitable for the offered and reasonably expected use. Moreover, the information may not violate public order, morality and / or be otherwise offensive.

5.2 The Participant warrants that all offers made are subject to reasonable and market-conform conditions that do not conflict with applicable laws and regulations.

5.3 As administrator, HH has the right at all times to refuse information and offers for Products and Services which, in its opinion, are contrary to the warranty referred to under 5.1 and 5.2.

5.4 Insofar as the Participant offers Products and Services to consumers, the Participant guarantees that the customer has a statutory reflection period of at least two weeks after the conclusion of the agreement. The customer can dissolve the agreement in writing within this period. If the customer makes proper use of his right to dissolve within the legal term, the agreement is deemed never to have existed. If Products and Services of the Participant have already been delivered to the customer, the customer is obliged to return these goods in accordance with the instructions of the Participant. These instructions are listed on the Website.

6. Payments

6.1 Prices for the HH Services are in euros and exclusive of VAT and other taxes and any mandatory surcharges.

6.2 Payment is made in accordance with the payment method indicated on the Website (Ideal, MrCash, Credit Card). If payment is made on an invoice basis, a maximum payment term of 7 days after the invoice date applies.

6.3 In the event of late payment, in addition to the legally owed interest, the Participant also owes collection costs (with a minimum of EUR 75 or 15% of the amount due if this is higher) and judicial costs.

7. Suspension and dissolution

7.1 HH has the right to suspend the performance of the HH Services (and the publication on the Website) if the Participant is in default regarding the performance of any obligations resting on her from the present or any other commitment towards HH.

7.2 If the Participant does not meet its obligations within a reasonable period, HH is entitled to dissolve the agreement with immediate effect without being obliged to pay any compensation. In that case, the Participant is liable for all damage suffered by HH as a result of such dissolution.

7.3 Without prejudice to the above provisions, HH is entitled to suspend or dissolve the agreement, without being obliged to pay any compensation, in the event of an (application for) bankruptcy, suspension of payments, suspension or liquidation of the Participant's company.

7.4 The duration of the period during which the actual publication is suspended on one of the grounds mentioned above will be deducted from the Publication Period.

7.5 Participant is at all times entitled to cancel his or her registration as Participant. The cancellation costs are 100% and there will be no refund of the price paid and amounts not yet paid remain due.

8. Liability

8.1 HH is not liable for damage, payments, losses, costs, expenses and claims of the Participant and any and all liability of HH on any ground is excluded.

8.2 If and insofar as liability of HH cannot be excluded, the total legal and / or contractual liability of HH (including but not limited to liability to third parties) is at all times limited to the total order value.

8.3 All liability of HH for indirect damage, such as but not limited to consequential damage, trading loss, loss of turnover and / or loss of profit is expressly excluded.

8.4 The above exclusions and limitations apply not only contractually but also for legal liabilities. All exclusions and limitations of liability stipulated by HH also apply to auxiliary persons and employees engaged by HH.

8.5 Participant indemnifies HH against all claims that exceed the above exclusions and limitations.

9. Confidentiality and Intellectual Property

9.1 HH and the Participant must observe strict confidentiality with regard to any and all commercial and technical information and know-how, such as but not limited to information about each other's products, prices, customers and other relations (hereinafter "**Confidential Information**").

9.2 Any and all Confidential Information as well as all documents, drawings, models, designs and other company or product information and know-how in the broadest sense of the word will only be used by HH for the performance of its contractual obligations and will never be provided to third parties.

9.3 HH and Participant each retain all intellectual property rights (such as but not limited to database, model and copyrights) on the works and information they have created and / or supplied.

10. Privacy and GDPR

10.1 HH and Participant each guarantee that any and all storage and processing of personal data and or other data and information covered by the General Data Protection Regulation (GDPR) will take place in full compliance with and in accordance with the applicable laws and regulations.

10.2 If and to the extent necessary, HH and Participant will enter into additional agreements for this purpose, such as but not limited to a processor and / or processor agreement.

11. Reference

11.1 The Participant explicitly agrees to include her name on HH's reference list and to include this reference for marketing purposes.

12. Choice of law and forum

12.1 Dutch law applies to the exclusion of the provisions regarding conflict of law or referral law.

12.2 The civil court judging by the location of Amsterdam has exclusive jurisdiction.