

General Terms and Conditions of Contract and Travel of MotionLine GmbH

Thank you for the trust and interest you have shown in us. We recommend that you read these "General Terms and Conditions of Contract and Travel" (hereinafter referred to as GTC) carefully. These AVRB apply to the products of the Cubactiva brand of MotionLine GmbH, hereinafter referred to as ML:

1. subject matter of the contract

These GTC apply to all travel bookings made on the ML website. For all individual services brokered by ML, the General Terms and Conditions of Contract of the brokered companies apply. In the case of brokered services, the contract is concluded directly between you and the brokered companies. ML is not responsible for the fulfillment of the contract.

2 Conclusion of contract and special transport provisions

2.1 Conclusion of contract

The contract between you and ML comes into effect upon receipt of your written, telephone, electronic (online) or personal booking at your booking office. From that point in time, the rights and obligations arising from the contract become effective for you and ML. If you register other travel participants, you are responsible for their contractual obligations (in particular payment of the travel price) as you are for your own obligations. The contractual agreements and the GTC apply to all tour participants.

2.2 Travel agency

For travel arrangements or individual services of other tour operators or service providers, which are merely arranged by ML, their own contractual and travel conditions apply. Similarly, the contractual conditions of the responsible airlines apply to all flight tickets arranged by ML. ML is not a contracting party in these cases and you can therefore not refer to these GTC.

2.3 Passport, visas, vaccinations

ML's publications contain general information on passport and visa requirements as well as any health regulations that must be observed when entering your chosen vacation destination. This information refers to the time of printing of the respective publications. However, it is in your own interest to enquire at the time of booking whether and which regulations apply to your trip, as these regulations may change at short notice. ML cannot accept any liability for refusal of entry due to unfulfilled requirements. You are responsible for complying with passport, visa, customs, foreign exchange, vaccination and health regulations and for carrying the necessary documents. All disadvantages arising from non-compliance with these regulations shall be borne by you.

2.4 Young people under the age of 18 traveling without an accompanying adult

Persons under the age of 18 are responsible for complying with the entry requirements in accordance with section 2.3. It is recommended to enquire at the relevant embassy before booking the trip as to which entry regulations must be observed. It is also strongly recommended that you take a travel authorization with the declaration of consent of the legal guardian. In addition to the written permission of the parents, the power of attorney should state the destination of the trip, the duration of the trip and the telephone number of the parent or legal guardian. The power of attorney must not be older than six months. If an accompanying adult who does not have custody is traveling with you, this should also be included in the document. In addition, copies of the identity cards of the legal guardians must be carried. ML cannot accept any liability for rejection on entry or by the service provider due to unfulfilled requirements. You are responsible for ensuring that

you have the necessary documents.

3. travel prices and terms of payment

3.1 Prices

The prices for the travel services can be found in the ML publications. Other publications (e.g. hotel brochures and other information material not produced by us), websites of service providers or own inquiries to the service provider are not part of the travel contract and we are not liable for the information contained therein. Prices are quoted per person in Swiss francs (where not specifically mentioned).

3.2 Order flat rate

In addition to the prices mentioned in the publications, the booking office will charge additional order flat rates for reservations, processing costs and third-party fees.

3.3 Terms of payment and travel documents

The travel arrangements are to be paid as follows before the start of the trip:

Deposit: A deposit of 30% of the agreed arrangement, but at least CHF 300, must be paid when the booking is finalized. For bookings made less than 45 days before departure, for bookings of admission tickets, for bookings of services with 100% cancellation costs and bookings for which the travel documents must be issued immediately, the entire invoice amount must be paid when the final order is placed.

Final payment: The final payment is due 45 days before departure. The travel documents will be issued or sent to you after receipt of your payment for the full invoice amount. The above-mentioned payment dates are expiry dates. Upon expiry of the payment deadlines, you will be in default without any further reminder. ML is entitled to withdraw from the contract without setting a further deadline. Furthermore, ML may refuse the travel services or withhold the travel documents. ML expressly reserves the right to assert further claims for damages. A surcharge may be levied for payment by credit card.

3.4 Price changes

There are cases in which the prices stated in ML's publications have to be increased for special reasons, such as subsequent price increases by transport companies (e.g. fuel surcharges), newly introduced or increased government levies, taxes (e.g. VAT) or fees (e.g. increased airport taxes), exchange rate changes, extraordinary price increases by service providers (e.g. hotels), plausibly explainable errors in the publications.

If ML has to increase prices for the reasons listed above, it will do so no later than 21 days before the agreed travel date. If the price increase exceeds 10% of the advertised arrangement price confirmed by us, you have the right to withdraw from the contract free of charge within 5 days of receipt of the notification. In this case, ML will refund all payments already made by you within 30 days.

4 Cancellation/modification of the trip

4.1 Message

If you are unable to travel, you must inform your booking office in writing, stating the reason. The date of receipt of your cancellation by ML or your booking office is decisive for the calculation of the cancellation costs. The travel documents, if already in your possession, must be enclosed with the letter. ML

complies with the travel advice of the FDFA and/or the FOPH. If these federal authorities advise against travel to a country or region affected by your trip, you can change your booking free of charge during a certain period. In such cases, processing fees in accordance with section 4.2, insurance premiums and any visa fees may be incurred. If the FDFA or FOPH does not expressly advise against travel to your booked country or any regions affected by your trip, the following conditions under section 4.3 apply.

4.2 Cancellation / modification

4.2.1 Processing fees for changes

Up to the start of the cancellation periods, we charge a processing fee of CHF 60 per person for general changes (names or booked services), up to a maximum of CHF 120 per order. For the same changes within the cancellation periods, we charge a processing fee of CHF 100 per booked person, up to a maximum of CHF 200 per order. For changes to the destination and date of travel, the cancellation costs according to point 4.3 apply.

4.2.2 Processing fees in the event of cancellation

If you cancel the booked trip in whole or in part, regardless of the date, we will charge a processing fee of CHF 100 per person booked, up to a maximum of CHF 200 per order, plus any cancellation costs. This processing fee is waived in the case of cancellations with 100% cancellation costs. Cancellation at a later date and reimbursement of the cancellation insurance including assistance or extra return travel insurance is not possible. If the trip is canceled, your booking office may charge additional processing fees for its expenses. We would like to point out that the processing fees are not covered by the insurance. These fees must be paid by you in all cases.

4.3 Cancellation / amendment costs

4.3.1 Costs

If you cancel the order or change the destination or travel date less than 30 days before departure, we will charge the following costs as a percentage of the total package price in addition to the processing fees and order flat rates:

- 45 -28 days before departure 25%
- 27 -8 days before departure 50%
- 7 -3 days before departure 75%
- 2 days before departure up to and including the day of departure 100%

4.3.2 Exceptions

Last-minute and early-booking specials, promotions, tickets

100% from booking of third-party services (ML as intermediary). The General Terms and Conditions of Contract and Travel of the respective service provider apply. You will be informed of these when you make your booking.

4.4 Processing fees

For changes which exceptionally do not have the cost consequences according to 4.2, we will in any case charge a processing fee of CHF 50 per person in addition to the additional costs charged by the service provider.

4.5 Substitute person

If you are unable to take the booked trip but are able to inform us of a replacement person who is willing to take the trip in your place and take over the travel arrangements you have booked, ML will only charge the change fee. In this case, the following conditions must be observed:

- The replacement person is prepared to take over your travel arrangements under the same conditions that you have agreed with us.
- The other companies involved in your trip (hotels or air and shipping companies) accept this change.
- The substitute person fulfills the special travel requirements (passport, visa, vaccination requirements).
- The participation of your replacement person in the trip is not prevented by any legal or official orders.
- This person and you are jointly and severally liable to ML or the booking office that is a party to the contract for payment of the price and for any additional costs incurred as a result of this assignment.

5. liability

5.1 In general

As the organizer, ML is liable for the proper fulfillment of the travel arrangement. We will reimburse you for the loss of agreed services or your additional expenses if it was not possible to offer you an equivalent replacement service on site and there is no fault on your part. However, our liability remains limited to the amount of the travel price and only covers direct damage. No liability is accepted for program changes due to flight delays or strikes. In particular, ML is not liable for changes to the travel program due to force majeure, official measures or delays by third parties for which ML is not responsible. The organizers of ML are in no case liable for loss of wages or similar.

5.2 Accidents, illnesses and pregnancy

As the organizer, ML is liable for personal injury caused by culpable non-performance or improper performance of the travel arrangement by ML or by a company commissioned by ML (hotels, airlines and shipping companies), in the latter cases on condition that you assign your claims for damages to ML. In cases of liability arising in connection with transportation companies, claims must be made directly to the respective transportation company. Any further liability on the part of ML is excluded in these cases. If you are pregnant, you are obliged to enquire about the airline's or shipping company's transportation conditions before booking. If you are denied transportation due to pregnancy, any liability will be rejected.

5.3 Material damage

ML is liable for damage that occurs as a result of theft and damage to property and is culpably caused by ML or a company commissioned by ML, provided that you do not receive compensation elsewhere, e.g. from your insurance company, and you assign your claims against those responsible for the damage to ML. However, the amount of compensation is limited to the direct damage, but not more than the amount of the travel price for the injured person. The ML organizers accept no liability for the loss of personal effects, valuables, cash, jewelry, photographic and video equipment, etc. (this rule also applies to theft). (this regulation also applies to theft from rental cars) and in the event of loss, theft, damage or misuse of checks, credit cards and the like.

5.4 Satisfaction

ML is not liable for uselessly spent vacation time, lost vacation enjoyment, lost vacation enjoyment, frustration damages, etc.

5.5 Special events

Outside of the package arrangement, local events, excursions and other services can be booked at the destination. These may be

associated with special risks due to local conditions or require special physical requirements. You book such events at your own risk. We accept no liability for such events unless we as the organizer or service provider are expressly responsible for them.

5.6 Insurance

We recommend that you take out a combined insurance package including medical expenses, accident and baggage insurance if you have not already taken out such insurance with sufficient cover.

5.7 For your safety

The Federal Department of Foreign Affairs (FDFA) regularly publishes information on countries where there may be security or other higher risks. You can call up this travel advice yourself from the FDFA (www.eda.admin.ch/traveladvice) or obtain it from your booking office. We assume that you have read this travel advice before you travel and that you are aware of the risks involved.

5.8 Liability for mediated services

ML accepts no liability whatsoever for brokered services. The respective contractual provisions of the service provider apply.

6. difficulties during the trip

6.1 Problems on site

If the services do not correspond to the booked services or the order confirmation or if they are otherwise significantly defective, you are entitled and obliged to inform the contact person on site immediately. This is a necessary prerequisite for the subsequent assertion of your claims for compensation and in most cases enables us to remedy the situation on site. If your intervention does not lead to an appropriate solution, you are obliged to request a written confirmation from the local contact person recording your complaint and its content. The local contact person is not authorized to accept any claims for compensation.

6.2 Written complaint

Please send your written complaint and confirmation from the contact person on site to MotionLine GmbH, Kirschbaumweg 15, 2563 Ipsach within 30 days of your return. If the written complaint is not made within the aforementioned period, all claims for compensation will lapse. Any difficulties in clarifying the facts of the case due to later assertion of the claim will be charged to your claim for compensation.

7. you start the journey but cannot complete it

If you cancel the trip prematurely for any reason, ML cannot refund the travel price. We recommend that you take out return travel insurance to cover the costs incurred if you have to terminate your trip prematurely for an urgent reason (e.g. your own illness or accident, serious illness or death of a relative). In urgent cases, the local contact person will assist you as far as possible in organizing your early return.

8. ML cannot carry out the trip as agreed or must terminate the trip prematurely

8.1 Program changes, interruption or non-performance of the trip

ML also reserves the right to change the travel program or individual agreed services (e.g. accommodation, mode of transport, means of transport, etc.) in your interest if unforeseen circumstances make this necessary. However, ML will endeavor to provide equivalent replacement services. If ML is forced to cancel your trip due to force majeure (e.g. natural

disasters, political unrest, warlike events at the vacation destination, strikes, etc.), ML will endeavor to inform you as soon as possible in such cases and offer you an alternative solution. If the trip has to be canceled prematurely, ML is entitled to deduct the expenses already incurred and to be proven by ML from the refund of your payment. Further claims for compensation on your part are excluded.

8.2 Reduced or additional costs for program adjustments

If ML has to change a trip that you have already paid for, resulting in a reduction in value compared to the originally agreed service, you will receive a refund from us. However, if additional costs arise after conclusion of the contract for one of the reasons mentioned in section 8.1 or 3.5, you may be subject to a price increase. If this amounts to more than 10% of the originally agreed travel price, you have the right to withdraw from the contract free of charge within 5 days of receiving our notification.

If program changes, service changes or service cancellations are caused by force majeure, ML may refuse to remedy the situation. Any additional costs shall be borne by the traveler.

8.3 Overbooking problems

In the event of overbooking, we reserve the right to inform you at short notice. We will endeavor to offer you an alternative solution. In such cases, we will pass on or refund any corresponding price adjustments in accordance with section 8.2.

8.4 Sub-participation

A minimum number of participants is required for some of the round trips we offer. If there are too few participants on such a tour or if there are special circumstances that force ML to make significant changes to the services offered in the publications before departure, ML may cancel the tour up to 28 days before the scheduled start of the tour at the latest. In this case, we will endeavor to offer you an equivalent replacement program. If you cancel the replacement program, we will refund all payments already made. Costs for individually purchased flight tickets will not be covered. Further claims for compensation on your part are excluded.

8.5 Travel execution

When deciding whether or not a trip can take place, we take into account the recommendations of the Federal Department of Foreign Affairs (FDFA) and the Federal Office of Public Health (FOPH) and check whether there is a specific risk to the trip or the participants. In the event of a specific risk, we reserve the right to cancel the trip.

9. statute of limitations

Claims for damages against ML, regardless of the reason, expire within one year. The limitation period begins on the day following the end of the booked travel arrangement.

10. data protection

10.1 Your data

Your booking office and we require various data from you and your fellow travelers (such as first and last name, date of birth, address, telephone number, etc.) in order to process the contract correctly. Your Swiss booking office and we are subject to the Swiss Data Protection Act. We are obliged to keep your data secure and store it in Switzerland.

10.2 Transmission to service providers and authorities

We will forward your data to the service pro-

viders to the extent necessary to process the contract. These may be located abroad, where data protection may not meet Swiss standards. Both we and the service providers may be obliged by law or official order to pass on your data to (foreign) authorities.

to be forwarded. This applies in particular, but not exclusively, to air travel to the USA (Advance Passenger Information System (APIS) or TSA Secure Flight Program) or vacation rental companies and hoteliers.

10.3 Particularly sensitive personal data

Depending on the services booked, we may need to collect particularly sensitive personal data. For example, it may be possible to infer religious affiliation on the basis of a catering request. Such data is usually forwarded to service providers for the correct fulfillment of the contract or, under certain circumstances, disclosed to government agencies due to legal obligations or official orders. By providing us with such information, you expressly authorize us to use this information in accordance with this provision.

11. travel insurance

11.1 Cancellation insurance or combined package

We strongly recommend that you take out

cancellation insurance or a combined package with Europäische Reiseversicherungs AG at the time of booking, unless you have already taken out insurance with sufficient cover.

11.2 Additional insurances

The transport companies are only liable within the framework of existing international agreements. ML therefore recommends taking out additional insurance cover:

SOS cover for travel incidents: If you suffer a serious illness or serious injury during your vacation or if there is serious damage to the insured person's property at their place of residence (e.g. fire, water, natural hazards or theft), SOS cover will organize and pay for the search and rescue, transport to a hospital in your country of travel or transport back to Switzerland.

Luggage: We recommend that you take out luggage insurance. This covers the costs you incur if your luggage is stolen, damaged or destroyed.

Rega patronage: Rega provides rapid and professional medical assistance by air and supports people in emergency situations. To this end, it deploys highly trained and experienced staff, as well as state-of-the-art helicopters and ambulance jets. In return for this support, Rega can, at its discretion and within

the scope of its possibilities, waive some or all of the costs of the assistance it provides or organizes itself if insurance companies, health insurance schemes or other third parties liable to pay benefits do not cover the costs of the mission, or only cover them in part.

12. ombudsman

Before any legal dispute between you and ML, you should contact the independent travel industry ombudsman. The Ombudsman will seek a fair and balanced settlement of any dispute between you and ML or the booking agent where you booked the trip:

Ombudsman of the Swiss travel industry
Etzelstrasse 42, P.O. Box, 8038 Zurich
+41 (0)44 485 45 35, www.ombudsman-touristik.ch/info@ombudsman-touristik.ch

13 Applicable law and place of jurisdiction

The relationship between you and ML shall be governed exclusively by Swiss law. Actions against ML may only be brought at the registered office of ML GmbH, Kirschbaumweg 15, 2563 Ipsach.

Ipsach, June 2020