

## **Terms of use of Corporate Customer Online Booking System**

### **1 General provisions**

1.1. Corporate client (Client) online booking system (Online) is an Internet-based electronic sales platform of travel services.

1.2. Online enables the Client to examine in real time the basic features and terms of travel services of various service providers, incl. flights, accommodation, car rentals, etc., to compare the prices, services, check the availability and place orders directly in the ordering system of the respective service provider.

1.3. Estravel provides the Client with an opportunity for using the convenient and effective Online ordering system of favourable price level in planning its travels as well as preparing and placing its orders without any assistance from Estravel.

1.4. The Client, after having examined the opportunities of the Online sales platform, is interested in using Online in its business activities in agreement with the terms of use thereof.

1.5. When making Online available and using it, the parties shall adhere to the terms of use of the e-shop at [http://lennupiletid.estravel.ee/index\\_estravel.php/en/terms-of-use](http://lennupiletid.estravel.ee/index_estravel.php/en/terms-of-use) and to these terms of use of Online. In case of any conflicts, the latter shall prevail. In case of any conflicts between the Corporate Customer Agreement and Annex 4 to the agreement, the annex to the agreement shall be proceeded from.

### **2. Making available, authorised users**

2.1. Estravel shall create a user account for the Client and make Online available for the Client on the basis of a standard format questionnaire submitted by the latter. In the questionnaire (hereinafter: the Questionnaire) drawn up about the travel preferences of the Client's company, it is possible to determine, in addition to the Client's data, also the authorised users acting in the name and on behalf of the Client and any possible limitations and restrictions related to placing and approving orders.

2.2. When confirming the Questionnaire, Estravel shall issue to the Client personal and strictly confidential Online user names and passwords and activate the Client's user account. The Questionnaire submitted by the Client and confirmed by Estravel shall be deemed an annex to this Agreement and any later amendments are possible only upon the consent of Estravel.

2.3. When ordering and buying travel services through Online, the Client shall make and enter into a bilateral agreement with the service provider (an airline, a hotel, a car rental company etc.). The Client is aware of the fact that Estravel is not a party to the aforementioned bilateral agreement for the provision of travel service.

2.4. The Client may grant the following rights for using Online:

2.4.1. Approver – an Approver is a Client's authorised representative who acts in the name and on behalf of the Client and has an unlimited access to Online along with the sole right to place orders and designate an Arranger and with the right to designate a Traveller.

2.4.2. Arranger – an Arranger is a Client's authorised representative who acts in the name and on behalf of the Client and has access to Online with an aim of examining travel services as well as preparing, coordinating and administering orders along with the right to designate Travellers.

2.4.3. Traveller – a Traveller is a Client's authorised representative who acts in the name and on behalf of the Client and has access to Online with an aim of examining travel services as well as preparing orders in his/her name and use the travel services.

2.5. All the rights set out in sub clauses of clause 2.4. may also be held by one person.

### 3. Use

**3.1. As from the activation of a user account, the Client shall have the right to use Online for ordering travel services in its business activities, by logging in with the help of a personal user name and password given by Estravel. The Client has full liability and payment obligation for orders made with the user name and the password issued to it. Upon destruction of the personal user name and password or their falling into the possession of any third persons, the Client shall inform Estravel thereof immediately. The respective information shall be deemed as received after Estravel has confirmed its receipt to the Client.**

3.2. Estravel shall provide a Client who uses travel services of Online with system-based support only in technical issues when addressing the contacts set out in clause 3.3. If, when ordering a travel service, the Client wishes to obtain supplementary travel-related additional information and consultation or wishes to book travel services not included in Online, the Client should address Estravel through the contact data set out in the Agreement.

3.3. In the case of any technical issues related to Online, it is possible to address the E-Commerce team of Estravel by e-mail [online@estavel.ee](mailto:online@estavel.ee) or telephone 626 6308. In the case of any issues related to the Agreement and this annex, the Client can address the corporate client management team by e-mail [ariklientuur@estavel.ee](mailto:ariklientuur@estavel.ee) or telephone 6 26 6260.

3.4. The Client is aware of and agrees to the fact that all the risk, activity and diligence obligation in ordering travel services in Online shall be incumbent on the Client, including, but not limited to, the obligation to examine the terms, prices, availability, duration, restrictions and opening hours of each travel service of the order and to make sure that the use of the travel service by the Client in the form laid down in the order is also reasonably possible. When confirming an order, neither Estravel nor the service provider shall exercise any supervision over its actual possibilities for use.

3.5. The Client is aware of and agrees to the fact that, when placing each order and inputting any data, it shall check these with due diligence and be liable for the accuracy of the data set out in the order, bearing thereby the risk of any possible damage that accompanies any mistakes made by the Approver, the Arranger and the Traveller also if, prior to the placing of the order, not all the data input by the Client are displayed for the identification and elimination of input errors.

3.6. Online shall find travelling possibilities according to the data input by the Client starting from the most favourable price. It must be borne thereby in mind that, when ordering flight tickets, Online does not notify the Client of whether the offered flight opportunity has been solved for the Traveller by one return flight ticket or two one way tickets (i.e. one ticket to the destination and the other ticket back). Based on the aforesaid, it must be taken into consideration that if the Traveller's flight to the destination is cancelled for any reason, the Traveller's return flights shall not be annulled automatically. Thus, if the Traveller's flight to the destination is cancelled and/or there is no need for the return flight, the Client must address Estravel in every single case to annul the return flight, supplier rules of cancellation apply in these instances.

3.7. In the case of some services (car rental, partial hotel accommodation, flight tickets of low-cost carriers), payment for travel services ordered through Online may be technically limited so that they must be paid for immediately and only by credit card, due to which in the event of ordering travel services in such a case the existence of a credit card is presumed. The possibility for payment by credit card shall be deactivated if the Client does not wish to use this.

#### **4. Preparing and sending orders for travel service**

4.1. The right to prepare an order in Online shall be held by the Approver, the Arranger and the Traveller, but the sole right to place an order shall be held by the Approver. The Arranger and the Traveller shall themselves ensure that the prepared orders be placed by the Approver. An order shall be deemed as placed, i.e. the declaration of intention in buying a travel service as entered into force, if the Approver has accepted it. The Client is aware of and agrees to the fact that a declaration of intention accepted by the Approver is irrevocable.

4.2. An order for a travel service placed by using Online constitutes the Client's offer to buy the chosen travel service from the service provider. If the service provider accepts the Client's offer, the service provider and/or Estravel shall send the respective acceptance to the Client's e-mail address. As of the moment of receipt of the service provider's acceptance of the Client's order/declaration of intention, the bilateral contract shall be deemed as concluded and binding between the Client and the service provider regarding the respective travel service. If the service provider does not accept the Client's order/offer, the contract shall not be concluded.

4.3. The Client is aware of and agrees to the fact that the activity obligation to check whether the service provider has confirmed the order after the submission of its irrevocable declaration of intention is incumbent on the Client.

4.4. Upon settlement for travel services acquired through Online, the credit limit laid down in clause 6.2. of the Agreement shall be proceeded from.

## **5. Final provisions**

5.1. The use of Online shall be voluntary. If the Client finds that Online does not correspond to its need or requirements, it shall be possible to address the corporate customer service of Estravel to order a travel service.

**5.2. Estravel shall have the right to suspend the rights of use of Online if the Client breaches the terms of use of Online, if the Client's credit limit has been exceeded or if the Client's arrears have not been liquidated by the due date.**

5.3. Estravel shall not be liable for any damage that may arise in connection with using Online or related applications or damage suffered due to the unavailability and/or non-compliance of the travel service.