

Terms and Conditions for Travel Agency Sales by e-hoi AG

1. Scope of application

1.1. e-hoi AG, hereinafter called „e-hoi“, is a travel agency and arranges the conclusion of contracts between customers and the respective service providers (cruise lines, airlines etc.). The contracts are entered directly between the customers and the booked service providers.

1.2. In case of several booked services from different providers, such as e.g. cruise and flight, a separate contract is entered with the respective providers. Each contract exists independent from other contracts. Contractual changes and cancellations always only concern the respective contract and leave the other contracts unaffected.

1.3. The execution of the booked travel and/or additional booked services is the sole responsibility of the booked service provider according to its contract and travel conditions.

2. Conclusion of an agency contract

2.1. By filling out the information fields and concluding the booking or purchasing process the customer offers bindingly the conclusion of a contract to e-hoi. The offer can be submitted in writing, verbally, by telephone or with electronic media. When placing an offer by using electronic media (internet) the customer makes a binding offer for a conclusion of an agency contract by sending the booking order. The customer is also liable for all participants listed in the offer as well as for his own responsibilities.

2.2. e-hoi reserves the right to accept the offer. If e-hoi or the service provider confirms the order in writing, verbally, by telephone, with electronic media or in any other way to the customer, the contract organised by e-hoi is concluded between the customer and the service provider.

2.3. The customer is obliged to immediately verify the correctness of the received order confirmation and to contact e-hoi or the service provider immediately in case there are any inaccuracies or deviations.

2.4. Some service providers offer their services in foreign currencies and also charge them accordingly. Thus a certain exchange rate is registered for these offers. For the customer the price in CHF is binding. The traveller is aware that the travel price is maybe stated in a foreign currency in the contract concluded between the customer and the service provider. The customer accepts the exchange rate defined by e-hoi. The exchange rate risk is borne by e-hoi.

2.5. In case of any price changes in foreign currencies e-hoi charges the customer for the increased travel price at the current rate in CHF.

3. Collection procedure

3.1. e-hoi acts as collection agency on behalf and for the account of the service providers. The payments have to be directed by the customer contrary to the payment terms defined by the respective service providers in their contract conditions without deduction of expenses or fees to the bank account defined by e-hoi. Upon conclusion of the contract, a deposit and balance payment, in exceptional cases the total price within 7 days, is due.

3.2. The customer confirms to maintain adequate funds in the account. Costs arising due to non-payment, chargeback and internal administration are charged to the customer, if the non-payment or chargeback is not in the responsibility of e-hoi.

In case of delayed or incomplete payment the respective service provider is authorised to cancel the travel. The resulting cancellation costs are charged to the customer.

3.3. For payments with REKA cheques or REKA card any remaining amount is charged to the customer. The total amount needs to be paid immediately.

4. Fees and Information

4.1. For cruises the customers need to perform the web check-in on their own after receiving the travel confirmation. The service provider sends the travel documents to e-hoi after the check-in is successfully performed and then the documents are forwarded to the customer. In case a customer can't perform the check-in alone e-hoi offers this service for a fee of CHF 30.-.

4.2. The customer receives the travel documents (ship voucher, flight ticket etc.) after complete payment about 14 days before embarking. If a customer isn't receiving the documents within this period e-hoi needs to be informed immediately. In case of short-term registration e-hoi reserves the right to send the travel documents to the customer via parcel service or by cash on delivery shipping. The costs of up to CHF 50.- have to be borne by the customer.

4.3. The following fees will be charged: Visa: CHF 50.- p.p. plus visa fee, Change of trip (flight postponement etc.): CHF 100.- p.p. plus surcharge, order fee: CHF 29.- p.p., maximum CHF 58.- per dossier, cancellation fee: CHF 80.- p.p., maximum CHF 160.- per dossier.

5. Travel withdrawal and changes by the traveller

5.1. For withdrawal or changes by the traveller (e.g. name, number of participants, date etc.) the cancellation and change fees and deadlines of the respective service providers apply.

5.2. Flight services are arranged external services for which the costs charged by the airline company are passed on to the customer independent from the time of withdrawal prior to starting the travel. As the flights are arranged with special discounts the cancellation costs amount 100% of the flight price.

5.3. e-hoi recommends to take out a cancellation insurance together with the booking. It regularly covers the cancellation costs until starting of the travel in case of illness, accident or death of the customer or close relatives.

6. Liability

e-hoi is in terms of this agency contract only liable for damages resulting for the customer due to a breach of duty committed by e-hoi intentionally or with gross negligence. For damages resulting in loss of life, personal injury or damage to health as well as contract-typical damages resulting due to a significant breach of contractual obligations of the travel contract e-hoi is also liable, if e-hoi is only responsible for slight negligence. In addition the liability for slight negligence is excluded. An important contractual obligation in the above-mentioned sense is an obligation that makes proper fulfilment of the agreement possible at all and on whose fulfilment the customer may ordinarily rely, in particular to arrange the mediated travel service, to care in this aspect for the conclusion of the respective contract, to give the necessary advise and information and handle the main contract in a proper way.

e-hoi is not liable for damages arising for the customer during the travel. The liability of e-hoi is limited to the value of the booked travel in case of slight negligence, anyhow only to the extent of cases of typical and foreseeable damages. Any statutorily prescribed fault-independent liability of e-hoi is unaffected hereby. e-hoi is not liable for slight negligence of its vicarious agents.

7. Personal documents and visa

7.1. For embarkation citizens of Switzerland, EFTA and EU usually need a passport with a validity until at least 6 months after travel end. Detailed information about the applicable visa and health provisions for the countries of the booked travel can be found in the GTC of the service provider as well as in the travel documents.

7.2. e-hoi is not liable for the timely granting of visas by the respective diplomatic representation, even if the traveller

engaged e-hoi with arranging the visas, unless e-hoi is responsible for any delay. The traveller is liable for the compliance with all regulations necessary for the travel. All disadvantages, in particular the payment of cancellation costs, are charged to the customer, unless they result from culpable incorrect information or a lack of information from e-hoi.

8. General provisions

8.1. If one of the before-stated provisions shall be or become ineffective the remaining provisions shall remain unaffected. The

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effectiveness of the entire contract remains unaffected. The invalidity of the arranged travel contract is not affecting the agency contract.

8.2. In a breach of these terms or the justified suspicion of a breach, e-hoi is authorised at any time to expel the respective customer from using this website and/or services, after the already conducted bookings have been completed.

8.3. For all disputes between the customer and e-hoi Swiss law shall apply exclusively. As exclusive place of jurisdiction Herisau, Switzerland is agreed.

Supplement to the General Terms and Conditions for the mediation of travel contracts by e-hoi AG for the sale of gift vouchers:

1. Scope

e-hoi AG, hereinafter referred to as "e-hoi", sells gift vouchers via its own website. These general terms and conditions apply in addition.

2. Contract conclusion

- 2.1. The gift vouchers are issued by e-hoi.
- 2.2. By sending the order by clicking on "Buy voucher", a legally binding order is placed and the purchase contract is concluded.

3. Payment

- 3.1. The voucher amount is due immediately.
- 3.2. The payment methods offered by e-hoi are available (unless otherwise defined).

4. Delivery

- 4.1. The gift voucher is sent digitally by email.
- 4.2. The voucher is sent only after full payment has been received.

5. Voucher conditions and validity

- 5.1. A gift voucher can only be redeemed for products sold by e-hoi.
- 5.2. The use of a gift voucher is subject to Swiss law.
- 5.3. To redeem a gift voucher, the voucher and booking amount must be in the same currency.
- 5.4. Voucher restrictions are indicated in the accompanying text, especially the voucher's expiration date.
- 5.5. A gift voucher can be redeemed only once.
- 5.6. A gift voucher can only be used for bookings made directly via the website www.e-hoi.ch (and not via partner sites).
- 5.7. A gift voucher cannot be cashed.

6. Right of withdrawal

You have the right to withdraw from this purchase contract within fourteen days, without giving any reason. The withdrawal period for a gift voucher purchase contract is fourteen days from the day you legally purchased the voucher. To exercise your right of withdrawal, you must inform us, e-hoi AG, Bahnhofstrasse 2, 9100 Herisau, Tel: +41 (0)71 886 68 88, Email: info@e-hoi.ch by means of a clear statement (e.g., a letter sent by mail, by email, or verbally by phone) about your decision to withdraw from this contract.

You do not have the right of withdrawal for travel contracts (§ 312 g para. 2 no. 9 BGB). Instead, our general terms and conditions apply at <http://www.e-hoi.ch/cruise-service/t&c.html> For vouchers that were used to book a trip within the fourteen-day withdrawal period, the right of withdrawal is excluded.

For all other regulations, the conditions of the general terms and conditions for the mediation of travel contracts by e-hoi AG apply.

Supplement to the General Terms and Conditions for the mediation of travel contracts by e-hoi AG for participation in events:

1. Scope

- 1.1. The following conditions apply for participation in events organized by e-hoi AG, hereinafter referred to as "e-hoi", or in cooperation with a partner.
- 1.2. e-hoi reserves the right to change and supplement these regulations. Possible changes and additions become valid by publication via email.

2. Registration and contract conclusion

- 2.1. Registration for participation in the event is possible via the methods mentioned in the invitation.
- 2.2. If there is a minimum/maximum number of participants for the event and this affects your participation, e-hoi will inform you.

3. Payment

If there is a fee for participation, you can use the payment methods provided by e-hoi (unless otherwise communicated).

4. Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day of registration and is possible up to a maximum of one week before the event date. To exercise your right of withdrawal, you must inform us, e-hoi AG, Bahnhofstrasse 2, 9100 Herisau, Tel: +41 (0)71 886 68 88, Email: info@e-hoi.ch by means of a clear statement (e.g., a letter sent by mail, by email, or verbally by phone) about your decision to withdraw from this contract.

You do not have the right of withdrawal for travel contracts (§ 312 g para. 2 no. 9 BGB). Instead, our general terms and conditions apply at <http://www.e-hoi.ch/cruise-service/t&c.html> For events that take place within the withdrawal period or if the event date is within the next 7 days of the withdrawal period, the right of withdrawal is excluded.

5. Cancellation

- 5.1. If you wish to cancel your participation in the event, you must declare this in writing or by email to the organizer.
- 5.2. The exact cancellation conditions vary from event to event and must be actively requested from e-hoi.

6. Cancellation of the event

e-hoi reserves the right to cancel the event if the set number of participants is not reached or other events occur leading to the cancellation of the event.

7. Image material/ Photography

- 7.1. Both image and sound recordings are made during the event by e-hoi.
- 7.2. Image and sound materials are processed for internal purposes and also used in external communication (e.g., e-hoi website, social media).

For all other regulations, the conditions of the general terms and conditions for the mediation of travel contracts by e-hoi AG apply.