

Travel Terms and Conditions of the heyHusky GmbH

Dear Customers and Travellers,

Insofar as effectively agreed, the following provisions shall become the content of the Framework Travel Agreement concluded between the Customer and heyHusky GmbH, hereafter, "heyHusky" in shortened form, which becomes effective on 01/07/2018. They shall supplement the statutory directives of §§ 651a - y BGB [German Civil Code] (Bürgerliches Gesetzbuch) and Articles 250 and 252 of the EGBGB (Einführungsgesetz zum BGB) and round them off. **Therefore, please carefully read through these Travel Terms and Conditions before you make your booking!**

1. Function of heyHusky for Brokered Services

1.1. As a rule, the travel services offered by heyHusky contain no air transportation services to the tour site. Insofar as the flight is not expressly indicated in the travel booking information as being a component of the travel package offered and implemented by heyHusky, heyHusky shall not offer flights as its own services, but rather as a brokered service in addition to the travel package.

1.2. Insofar as heyHusky brokers, in addition to the air transportation services, additional touristic ancillary services rendered by other service providers (e.g. air transportation service in addition to access to the airport lounge) and these supplemental services from the other service provider constitute no substantial component of the overall value of this list of services and neither constitute an essential feature of this list of services from the service provider or from heyHusky itself nor are being promoted as such, heyHusky shall hold merely the function of broker.

1.3. heyHusky shall, as the broker, hold the function of a broker of the related travel services insofar as the requirements for a brokerage of the related travel services by heyHusky have been fulfilled in accordance with the statutory directives of § 651w BGB.

1.4. Notwithstanding the obligations of heyHusky as the provider of the related travel services (particularly the providing of the statutorily-prescribed form and the implementation of the customer deposit protection in the case of heyHusky's bankruptcy) and the legal consequences of the non-fulfilment of these statutory obligations, heyHusky shall, in the case of the fulfilment of the requirements prescribed in 1.2 or 1.3, neither be considered to be the tour operator nor the contractual partner to the agreement for air transportation services which is to be concluded in the case that a booking is made. heyHusky shall accordingly not be liable for the information provided by the brokered contractual partner with regards to prices and services, for the rendering of the services themselves or damage compensation claims arising from these brokered services. Any liability upon the part of heyHusky from the Brokerage Agreement and from the statutory provisions—particularly in accordance with the mandatory provisions regarding teledia and electronic business transactions shall remain unaffected.

1.5. Its function as the broker shall obligate heyHusky particularly:

a) For the respective offer to broker a service, to make reference to the broker's function of heyHusky subject to the stating of the provider and contractual partner for the booking

b) To indicate the price for the brokered service separately from the price for the travel package

c) To issue the Customer a booking confirmation that corresponds to the aforementioned information which separately indicates the price for the brokered service.

heyHusky's liability from the Brokerage Agreement shall remain unaffected by the aforementioned provisions.

2. Conclusion of the Travel Package Agreement, Customer's Obligations

2.1. For all booking methods, the following shall be valid:

a) The basis of the offer from heyHusky and the Customer's booking shall be the travel booking information and the supplemental information from heyHusky for the respective trip insofar as this information is provided to the Customer for the booking.

b) Travel agents and booking centres shall not be authorised by heyHusky to conclude agreements, provide information or make assurances which alter the agreed content of the Travel Package Agreement, exceed or conflict with the travel booking information and/or the services contractually promised by heyHusky.

c) Information in hotel guides and similar directories that have not been issued by heyHusky shall not have binding validity for heyHusky and the service obligation of heyHusky insofar as they have not been integrated into an express agreement with the Customer which stipulates heyHusky's service obligation.

d) If the content of the order confirmation issued by heyHusky deviates from the content of the booking, then a new offer shall be considered to have been issued by heyHusky. The contractual agreement shall be concluded upon the basis of this new offer insofar as heyHusky has, with regards to the new offer, made reference to the change and has fulfilled its pre-contractual obligations and the Customer declares, within the binding period of validity, his acceptance to heyHusky via an express declaration or by making an advance payment.

e) The pre-contractual information issued by heyHusky regarding the essential features of the travel services, the trip's price and all supplemental costs, the payment methods, the minimum number of participants and the lump-sum cancellation fees (in accordance with Article 250 § 3 Numbers 1, 3 – 5 and 7 EGBGB [Introductory Act to the German Civil Code]) shall only then not become a component of the Travel Package Agreement insofar as this has been expressly agreed between the parties.

f) The Customer shall be liable for all contractual obligations of co-travellers for whom he makes the booking just as for his own contractual obligations insofar as he has assumed a corresponding obligation via an express and separate declaration.

2.2. For the booking which is made orally, by telephone, in writing, via e-mail or by telefax, the following shall be valid:

a) By means of the booking, the Customer shall be considered to be extending a binding offer to heyHusky to conclude the Travel Package Agreement. The Customer shall be bound to the booking for three working days.

b) The contractual agreement shall be considered to have been concluded

upon the receipt of the travel confirmation (declaration of acceptance) issued by heyHusky. During or promptly after the conclusion of the contractual agreement, heyHusky shall send the Customer a travel confirmation, whose content fulfils the statutory requirements for such content, on a permanent data carrier (which enables the Customer to save or store the declaration in unaltered form in such a manner that it is accessible to him within an appropriate timeframe, e.g. on paper or via e-mail) insofar as the traveller does not have a claim to a travel confirmation in paper form in accordance with Art. 250 § 6 Para. (1) Clause 2 EGBGB because the contractual agreement was concluded in the simultaneous physical presence of both parties or outside of the business premises.

2.3. When making bookings via an electronic business transaction (e.g. Internet, app, teledia), the following shall be valid for the conclusion of the contractual agreement:

a) Detailed information shall be provided to the Customer about the electronic booking process via the corresponding application used by heyHusky.

b) The Customer shall be granted a corresponding right of correction in order to correct his entered data, in order to delete or cancel the entire booking form whereby detailed information shall be provided regarding how to utilise this right of correction.

c) The contractual languages offered for the implementation of the online booking shall be indicated. Exclusively the German language shall be legally prevailing.

d) Insofar as the contractual text is stored by heyHusky in the online booking system, the Customer shall be notified of this and of the option of retrieving the contractual text later.

e) By pressing the "book with a valid payment" button, the Customer is extending a binding offer to heyHusky to conclude the Travel Package Agreement. The Customer shall be bound to this contractual offer for three working days after the sending of the electronic declaration.

f) The receipt of his booking shall be promptly confirmed electronically to the Customer.

g) The sending of the booking by pressing the "book with a valid payment" button shall substantiate no claim upon the part of the Customer to the conclusion of a Travel Package Agreement based upon his booking information. heyHusky shall instead be at liberty to decide whether to accept the Customer's contractual offer or not.

h) The contractual agreement shall be considered to have been concluded when the Customer receives the travel confirmation that has been issued by heyHusky.

i) If the travel confirmation is made immediately after the booking is made by the Customer by pressing the "book with a valid payment" button by means of the corresponding immediate displaying of the travel confirmation on the screen (booking in real-time), then the Travel Package Agreement shall be considered to have been concluded upon the receipt by and displaying of this travel confirmation to the Customer on his computer screen without any interim notification being required regarding the receipt of his booking in accordance with f) insofar as the Customer has been offered the option of storing the travel confirmation on a permanent data carrier and printing it out as well. However, the binding validity of the Travel Package Agreement shall not be contingent on the condition that the Customer actually utilises these options to store or print out the travel confirmation. heyHusky shall also send the Customer a copy of the travel confirmation in text form.

2.4. heyHusky wishes to point out that, in accordance with the statutory directives (§§ 312 Para. 7, 312g Para. 2 Clause 1 No. 9 BGB) for Travel Package Agreements in accordance with § 651a and § 651c BGB which have been concluded in distance sales (letters, catalogues, telephone calls, teledia, e-mails, messages sent via mobile services (SMS) as well as wireless, teledia and online services), no valid right of revocation applies, but rather merely the statutory rights of rescission and termination—particularly the right of rescission in accordance with § 651h BGB (see also Clause 6 in this regard). However, a right of revocation shall exist if the agreement for travel services in accordance with § 651a BGB has been concluded outside of the business premises unless the oral negotiations, upon which the conclusion of the contractual agreement is based, have been conducted for the consumer's preceding order; in the last-mentioned case, a right of revocation shall also not exist.

3. Payment

3.1. heyHusky and the travel agent may demand or accept payments towards the trip's price before the travel package ends only if an effective customer deposit protection agreement exists and the Customer was provided with the travel security certificate with the name and the contact data of the customer deposit protection provider in a clear, comprehensible and accentuated manner. After the conclusion of the contractual agreement, against the issuance of the travel security certificate, an advance payment in the amount of 20 % of the trip's price shall become payable. The final payment shall become payable four weeks before the trip begins insofar as the travel security certificate has been issued and the trip can no longer be cancelled for the reason specified in Clause 9. For bookings which are made less than four weeks before the trip begins, the entire trip's price shall become immediately payable.

3.2. If the Customer does not make the advance payment and/or the final payment in accordance with the agreed payment timeframes although **heyHusky** is willing and able to properly render the contractual services, has fulfilled its statutory obligations to provide information and the Customer has no legal or contractual right of retention, then **heyHusky** shall be entitled, after issuing a warning letter granting an extension period, to withdraw from the Travel Package Agreement and to charge the Customer cancellation costs in accordance with Clause 6.

4. Changes in the Contractual Contents before the Trip Begins which do not Affect the Trip's Price

4.1. Deviations in essential features of travel services from the agreed content of the Travel Package Agreement, which become necessary after the conclusion of the contractual agreement and which **heyHusky** has not caused owing to a lack of good faith, shall be permitted to **heyHusky** before the travel begins insofar as the deviations are minor and the overall framework of the trip is not restricted.

4.2. **heyHusky** shall be obliged to promptly notify the Customer of any service changes after becoming aware of the reason for the change via a permanent data carrier (e.g. including via e-mail, SMS or voice message) in a clear, comprehensible and accentuated manner.

4.3. In the case of a major change in an essential feature of a travel service or the deviation from special requests issued by the Customer which become the content of the Travel Package Agreement, the Customer shall be entitled, within a notice period to be appropriately set by **heyHusky** while simultaneously making notification of the change, either to accept the change or to withdraw from the Travel Package Agreement without receiving any compensation in this regard. If the Customer does not expressly declare the rescission of the Travel Package Agreement to **heyHusky** within the notice period set by **heyHusky**, the change shall be considered to have been accepted.

4.4. Any warranty claims shall remain unaffected insofar as the changed services have defects. If **heyHusky** had lower costs for the implementation of the modified trip and/or any offered replacement trip while simultaneously providing equivalent quality at the same price, the Customer shall be reimbursed the differential amount in accordance with § 651m Para. 2 BGB.

5. Price Increase; Price Reduction

5.1. **heyHusky** reserves the right, in accordance with § 651f, 651g BGB and the following provisions, to increase the trip's price agreed in the Travel Package Agreement in the following cases:

- An increase in the price for the transportation of persons owing to higher costs for fuel or for other energy-related reasons,
- An increase in taxes and other levies for agreed travel services such as tourist taxes, harbour or airport fees or
- A change in the currency exchange rates which are valid for the affected travel package which have direct ramifications for the trip's price.

5.2. An increase in the trip's price shall be permissible only insofar as **heyHusky** has notified the traveller in text form in a clear and comprehensible manner of the price increase and the reasons for this price increase and also provided the related calculations substantiating the price increase.

5.3. The price increase shall be calculated as follows:

a) In the case of an increase in the price for the transportation of persons in accordance with Clause 5.1.a), **heyHusky** may increase the trip's price based upon the following calculations:

- In the case of an increase in the price for a seat reservation, **heyHusky** may demand the increased amount from the Customer.
- Otherwise, the additional transportation costs which are required by the transportation company per transportation means shall be broken down by the number of seat reservations for the agreed transportation means. **heyHusky** may demand the resulting price increase for the individual seat from the Customer.

b) In the case of taxes and other levies in accordance with Clause 5.1.b), the trip's price may be increased by the corresponding, proportional amount.

c) In the case of an increase in the currency exchange rates in accordance with Clause 5.1.c), the trip's price may be increased in the scope by which the trip becomes costlier for **heyHusky**.

5.4. **heyHusky shall be obliged** to, upon his request, grant the Customer/traveller a reduction in the trip's price if and insofar as the prices, levies or currency exchange rates specified in Clause 5.1 a) -c) have changed after the conclusion of the contractual agreement and before the trip begins and this results in lower costs for **heyHusky**. If the Customer/traveller has paid more than the resulting amount owed, the excess amount must be reimbursed by **heyHusky**. However, **heyHusky** may nonetheless deduct the administrative costs actually incurred by **heyHusky** from the excess amount to be reimbursed. **heyHusky** must, upon his request, document to the Customer/traveller in what amount the administrative costs are incurred.

5.5. **Price increases shall be permissible only if they are received by the Customer at least 20 days before the beginning of the trip.**

5.6. In the case of price increases of more than 8 %, the Customer shall be entitled to, within a notice period to be appropriately set by **heyHusky** while simultaneously making notification of the price increase, either accept the change or withdraw from the Travel Package Agreement without receiving compensation in this regard. If the Customer does not expressly declare the rescission of the Travel Package Agreement to **heyHusky** within the notice period that has been set by **heyHusky**, the change shall be considered to have been accepted.

6. Cancellation by the Customer before the Trip Begins/Cancellation Costs

6.1. The Customer may, at any time, withdraw from the Travel Package Agreement before the trip begins. The cancellation must be declared to **heyHusky** at the aforementioned/below-mentioned address; if the trip has been booked via a travel agent, the cancellation may also be declared to the travel agent. It is recommended that the Customer declare the cancellation in text form.

6.2. If the Customer cancels before the trip begins, or does not take the trip, then **heyHusky** shall lose its claim to the trip's price. Instead, **heyHusky** may demand appropriate compensation insofar as it is not responsible for the cancellation or unavoidable, extraordinary circumstances occur at the travel destination or in its close proximity which substantially restrict the implementation of the travel package or the transportation of the persons to the delivery destination; circumstances shall be considered to be unavoidable and extraordinary if they are not in **heyHusky's** control and their consequences could also not then be avoided if all reasonable precautionary measures had been undertaken.

6.3. **heyHusky** has set the following lump-sum compensation amounts subject to the consideration of the timeframe between the declaration of the cancellation and the beginning of the trip as well as subject to the consideration of the anticipated savings in expenditures and the anticipated income earned through other usages of the travel services. The compensation shall be calculated based upon the time that the declaration of cancellation is received as follows with the respective cancellation scale:

a) Independent travel and travel which does not fall under the following clause b)

- At least 31 days before the trip begins, 20 %
- Less than 30 days before the trip begins, 25 %
- Less than 22 days before the trip begins, 35 %
- Less than 15 days before the trip begins, 50 %
- Less than 8 days before the trip begins, 70 %
- Less than 2 days before the trip begins until the day that the trip begins or, if the trip is not taken, 80 % of the trip's price;

b) Specially-designated trips with special rates

- At least 46 days before the trip begins, 20 %
- Less than 45 days before the trip begins, 50 %
- Less than 35 days before the trip begins, 80 %
- Less than 2 days before the trip begins to the day that the trip begins or, if the trip is not taken, 90 % of the trip's price.

6.4. The Customer shall be at liberty in any case to document to **heyHusky** that **heyHusky** has suffered no damages or substantially lower damages than the lump-sum compensation amounts demanded by **heyHusky**.

6.5. Instead of the aforementioned lump-sum compensation amounts, **heyHusky** reserves the right to demand higher concrete damages insofar as **heyHusky** can document that **heyHusky** has incurred substantially higher expenditures than the respectively-applicable lump-sum amounts. In this case, **heyHusky** shall be obliged to concretely itemise and document the demanded compensation amount subject to the consideration of the **saved** expenditures and any other usage of the travel services.

6.6. If, as the result of a cancellation, **heyHusky** is obliged to reimburse the trip's price, **heyHusky** must make this reimbursement promptly, but nonetheless within 14 days after the receipt of the declaration of cancellation.

6.7. The Customer's statutory right, in accordance with § 651 e BGB, to demand that **heyHusky** make notification via a permanent data carrier that, in its place, a third party shall enter into the rights and obligations of the Travel Package Agreement, shall remain unaffected by the aforementioned conditions. Such a declaration shall in any case be considered to have been promptly made if it is received by **heyHusky** at least seven days before the trip begins.

6.8. **The conclusion of trip cancellation cost insurance as well as insurance in order to cover the repatriation costs in the case of accident or illness is strongly recommended.**

7. Rebookings

7.1. The Customer shall have no claim to, after the conclusion of the contractual agreement, demand changes with regards to the travel dates, the travel destination, the point of departure, the lodging, the board, the transportation method or other services (rebooking). This shall not be valid if the rebooking is required because **heyHusky** has provided no, insufficient or incorrect pre-contractual information in accordance with Art. 250 § 3 EGBGB to the traveller; in this case, the rebooking upon a free-of-charge basis shall be possible. However, if a rebooking is undertaken in other cases at the Customer's request, **heyHusky** may charge a rebooking fee to the Customer for each traveller affected by the rebooking. Insofar as nothing to the contrary has been agreed in the individual case before the rebooking commitment was made, the rebooking fee shall amount to respectively € 30 per affected traveller beginning at the point in time of the second cancellation scale for the respective travel method in accordance with the aforementioned provision in Clause 6.

7.2. Rebooking requests from the Customer that are made after the timeframes lapse may, insofar as their implementation is possible at all, only then be implemented after the rescission of the Travel Package Agreement in accordance with Clause 6 at the relevant conditions and while simultaneously making a new booking. This shall not be valid for rebooking requests which create only minor costs.

8. Services not Utilised

If the traveller does not utilise individual travel services, whose contractual rendering **heyHusky** is willing and able to provide, for reasons for which the

traveller is responsible, he shall have no claim to proportional reimbursement of the trip's price insofar as such reasons would not have entitled him, in accordance with the statutory directives, to make free-of-charge cancellation or terminate the Travel Agreement. **heyHusky** shall endeavour to obtain a reimbursement of the saved expenditures from the service providers. This obligation shall be rendered invalid if it concerns completely insignificant services.

9. Cancellation as the Result of the Non-Attainment of the Minimum Number of Participants

9.1. In the case that the minimum number of participants for the trip fails to be attained, **heyHusky** may cancel the trip in accordance with the following provisions:

a) The minimum number of participants and the latest point in time that **heyHusky** may declare the cancellation to the Customer must be stated in the respective pre-contractual instructions.

b) **heyHusky** must state the minimum number of participants and the latest cancellation date on the trip confirmation.

c) **heyHusky** shall be obliged to promptly declare the cancellation of the trip to the Customer if it is determined that the trip will not be implemented as the result of the failure to attain the minimum number of participants.

d) A cancellation by **heyHusky** later than four weeks before the beginning of the trip shall be impermissible.

9.2. If the trip is not implemented for this reason, the Customer shall promptly receive a refund of any payments he has already made towards the trip's price. Clause 6.6 shall apply accordingly.

10. Termination owing to Conduct-Related Reasons

10.1. **heyHusky** may terminate the Travel Package Agreement without providing notice if the traveller, despite having received a warning from **heyHusky**, continues to engage in disruptive conduct or if he commits such a major conduct-related contractual violation that the immediate termination of the contractual agreement is justified. This shall not be valid insofar as the conduct-related contractual violation is based upon a violation of the notification obligations owed by **heyHusky**.

10.2. If **heyHusky** makes termination, then **heyHusky** shall reserve its claim to the trip's price; **heyHusky** must, however, offset the value of the saved expenditures as well as those advantages which **heyHusky** derives from another usage of the service that was not utilised—including the amounts credited by the service providers.

11. Obligations of the Customer/Traveller

11.1. Travel Documents

The Customer must notify **heyHusky**, or his travel agent with whom he booked the travel package, if he has not received the required travel documents (e.g. airplane ticket, hotel voucher) within the timeframe specified by **heyHusky**.

11.2. Notification of Defects / Demand for Remediation

a) If the trip has been rendered with flaws, then the traveller may demand remedial action.

b) Insofar as **heyHusky**, as the result of a culpable failure to make a notification of defects, was not able to successfully provide remedial action, the traveller may assert neither purchase price reduction claims in accordance with § 651m BGB nor damage compensation claims in accordance with § 651n BGB.

c) The traveller shall be obliged to promptly render his notification of defects to **heyHusky**'s representative on-site. If a representative of **heyHusky** is not present on-site and the presence of such a representative is not owed, any travel defects must be announced to **heyHusky** at **heyHusky**'s designated contact office; the travel confirmation shall provide information regarding the ways to contact the representative of **heyHusky** and/or his contact point on-site. However, the traveller may nonetheless also make a notification of defects to his travel agent with whom he booked the travel package.

d) **heyHusky**'s representative shall be authorised to affect remedial action insofar as this is possible. However, he shall not be authorised to acknowledge claims.

11.3. Notice Period for Making Termination

If the Customer/traveller wishes to terminate the Travel Package Agreement in accordance with § 651l BGB owing to a travel defect of the type specified in § 651i Para. (2) BGB, insofar as the defect is significant, he must provide **heyHusky** beforehand with an appropriate extension period for taking remedial action. This shall only then not be valid if **heyHusky** refuses to take remedial action or if immediate remedial action is required.

11.4. Damage to Luggage and Late Arrival of Luggage for Flights; Special Rules & Timeframes for Demanding Remedial Action

a) The traveller is hereby instructed that the loss of luggage, damage to luggage or the late arrival of luggage in conjunction with flights must, in accordance with the statutory air transportation guidelines, be promptly announced by the traveller on-site via a notice of damage ("P.I.R.") to the competent airline. Airlines and **heyHusky** may refuse to make reimbursements in accordance with international conventions if the notice of damage has not been filled out. The notice of damage must be submitted within seven days for damaged luggage after the damage is discovered; within 21 days for the late arrival of luggage after handover.

b) In addition, the loss, damage or late arrival of travel luggage must be promptly reported to **heyHusky**, its representative and/or its contact point or the travel agent. However, this shall not release the traveller from the obligation to submit the notification of damage to the airline in accordance with lit. a) within the aforementioned timeframes.

12. Special Obligations of the Customer

The participation in dog sled tours requires a high degree of self-responsibility upon the part of the Customer. In this context, express reference is made to particularly the "Important Tips for Participating in Dog Sled Tours". They can be reviewed at <https://www.heyhusky.com/en/important-information>

13. Liability Restriction

13.1. The contractual liability of **heyHusky** for damages which do not result in the loss of life, physical injury or damage to health and have not been culpably affected, shall be restricted to three times the trip's price. Any possibly more extensive claims in accordance with the Montreal Convention and/or the Air Transportation Act shall remain unaffected by this liability restriction.

13.2. **heyHusky** shall not be liable for service disruptions, personal injury or property damage in conjunction with services which are merely brokered third-party services (e.g. brokered excursions, sports events, theatre tickets, exhibitions) if these services have been expressly stated in the travel booking information and on the travel confirmation as being merely brokered services subject to the disclosure of the identity and address of the brokered contractual partner whereby these third-party services have been so clearly labelled as such that they are not recognisable to the traveller as being a component of the travel package provided by **heyHusky** and have been separately selected. The §§ 651b, 651c, 651w and 651y BGB shall remain unaffected by this.

13.3. **heyHusky** shall nonetheless be liable if and insofar as **heyHusky** has caused the damages suffered by the traveller through its violation of its obligations to provide information, make notification or organise.

13.4. Insofar as services such as medical services, therapeutic services, massages or other healing treatments or services are not a component of the travel package provided by **heyHusky** and it has merely brokered these services in addition to the booked travel package in accordance with Clause 13.2, **heyHusky** shall not be liable for the rendering of such services as well as for personal injury or property damage. The liability from the brokerage relationship shall remain unaffected by this. Insofar as such services are components of the travel services, **heyHusky** shall nonetheless not be liable for the success of a healing or spa treatment.

14. Assertion of Claims, Addressee

Claims in accordance with § 651i Para. (3) Nos. 2, 4-7 BGB must be asserted by the Customer/traveller against **heyHusky**. The assertion of such claims may also be made via the travel agent if the travel package was booked via this travel agent. It is recommended to assert such a claim in text form.

15. Obligations to Provide Information regarding the Identity of the Implementing Airline

15.1. **heyHusky** shall inform the Customer during the booking, in accordance with the EU Guidelines regarding the Notification to Airline Passengers of the Identity of the Implementing Airline, before or by no later than when the booking is made, of the identity of the implementing airline(s) for all air transportation services to be rendered for the booked trip.

15.2. If, during the booking, it has not been determined who the implementing airline, or the implementing airlines, will be, then **heyHusky** shall be obliged to notify the Customer of the airline and/or airlines which will probably be implementing the flight. As soon as **heyHusky** knows which airline will be implementing the flight, **heyHusky** shall notify the Customer of this.

15.3. If the airline which has been announced to the Customer as being the implementing airline changes, **heyHusky** shall promptly notify the Customer of this change as quickly as is feasible via appropriate means.

15.4. The "Black List" (airlines which are forbidden from using the airspace above the EU member countries) that was created in accordance with the EC Guidelines is accessible on the Internet site of **heyHusky** or directly at http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm and can also be reviewed on **heyHusky**'s business premises.

16. Passport, Visa and Health Requirements

16.1. Before concluding the contractual agreement as well as in the case of any changes before the trip is begun, **heyHusky** shall instruct the Customer/traveller of general passport and visa requirements as well as health policy formalities of the destination country including the approximate timeframes necessary for obtaining any required visas.

16.2. The Customer shall be responsible for the procurement of the required government-issued travel documents as well as bringing them along on the trip, any required immunisations as well as the fulfilment of customs clearance and foreign currency regulations. Disadvantages which are suffered owing to the failure to fulfil these regulations, e.g. the payment of cancellation costs, must be assumed by the Customer/traveller. This shall not be valid if **heyHusky** has provided no, insufficient or incorrect information.

16.3. **heyHusky** shall not be liable for the prompt issuance of the visas by the respective diplomatic representatives and the receipt of the required visas if the Customer has commissioned **heyHusky** with their procurement unless **heyHusky** has culpably violated its own obligations.

17. Special regulations in connection with pandemics (esp. Coronavirus)

17.1. The parties agree that the agreed travel services are always provided on-site in compliance with and in accordance with the official requirements and requirements applicable at the time of travel.

17.2. The traveller agrees to observe appropriate usage regulations or

restrictions of the tour operator and his vicarious agents on-site when using travel services and to **immediately notify the tour guide and service provider on-site in the event of typical symptoms of illness occurring.**

18. Alternative Dispute Resolution; Choice of Laws and Legal Venue

18.1. With regards to the Consumer Dispute Resolution Act, **heyHusky** wishes to point out that **heyHusky** is not willing to participate in a voluntary consumer dispute resolution process. Insofar as **heyHusky** would be obliged to participate in a consumer dispute resolution process after the Travel Terms and Conditions go to print, **heyHusky** shall notify the consumers in this regard in a suitable form. **heyHusky** shall, for all travel agreements which have been concluded via electronic legal transactions, make reference to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/>.

18.2. For Customers/travellers who are not citizens of a member country of the European Union or are Swiss citizens, exclusively the validity of German law shall be agreed for the entire legal and contractual relationship between the Customer/traveller and **heyHusky**. Such Customers/travellers may take legal action against **heyHusky** exclusively in **heyHusky**'s commercial residence.

18.3. For lawsuits by **heyHusky** against Customers and/or contractual partners to the Travel Package Agreement who are entrepreneurs, juridical persons under public or private law or persons who have their commercial residence or customary abode abroad, or whose residence or customary abode is not known at the time that the lawsuit is filed, the legal venue shall be agreed to be **heyHusky**'s commercial residence.

Tour Operator is:

heyHusky GmbH

Managing Director: Alwin Lösche

HRB [Commercial Register, Section B] 147483 Municipal Court of Hamburg

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