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Attorneys for Non-Party
Public First Law Center

IN THE TAX APPEAL COURT OF THE
STATE OF HAWAII

In the Matter of the Tax Appeal of
BOOKING.COM B.V.,
Taxpayer-Appellant.

CASE NO. 1CTX-21-0001613

MEMORANDUM OF LAW IN
OPPOSITION TO TAXPAYER-
APPELLANT BOOKING.COM B.V.'S
MOTION TO SEAL; DECLARATION
OF R. BRIAN BLACK; EXHIBITS 1-5;
and CERTIFICATE OF SERVICE

HEARING MOTION

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**MEMORANDUM OF LAW IN OPPOSITION TO
TAXPAYER-APPELLANT BOOKING.COM B.V.'S MOTION TO SEAL**

The motion to seal (Dkt. 265) filed by Taxpayer-Appellant Booking.com B.V. (Booking.com) does not meet the necessary standards to overcome the public's presumptive right of access guaranteed by the First Amendment of the U.S. Constitution; article I, section 4 of the Hawai`i Constitution; and the common law. Non-party Public First Law Center respectfully requests that the Court deny Booking.com's motion to seal.

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I. LEGAL STANDARDS

The Hawai`i Supreme Court has recognized that the public has the right to access judicial proceedings and records, including records filed in civil cases. *Grube v. Trader*, 142 Hawai`i 412, 422, 420 P.3d 343, 353 (2018); *accord Oahu Publ'ns, Inc. v. Ahn*, 133 Hawai`i 482, 493 & n.14, 496 & n.18, 507, 331 P.3d 460, 471 & n.14, 474 & n.18, 485 (2014); *Estate of Campbell*, 106 Hawai`i 453, 462-63, 106 P.3d 1096, 1105-06 (2005) (observing that the public generally has the right “to inspect and copy public records and documents, including judicial records”). “[T]here is a strong presumption that court proceedings and the records thereof shall be open to the public.” *Grube*, 142 Hawai`i at 428, 420 P.3d at 359. The proponent of sealing has the burden to overcome this presumption of access. *Oregonian Publ'g Co. v. U.S. Dist. Court*, 920 F.2d 1462, 1467 (9th Cir. 1990).

To seal records, “the reasons supporting closure must be articulated in findings.” *Ahn*, 133 Hawai`i at 497-98, 331 P.3d at 475-76. “Requiring specific findings on the record enables the trial court to address each element necessary for closure and allows an appellate court to review the reasoning of the trial judge to ensure that protection of the public right was adequately considered.” *Id.* at 498, 331 P.3d at 476. The order must provide “findings that ‘the closure is essential to preserve higher values’ and that the closure is ‘narrowly tailored’ to serve that interest.” *Grube*, 142 Hawai`i at 424, 420 P.3d at 355; *Ahn*, 133 Hawai`i at 507, 331 P.3d at 485. The court thus must address specifically whether: “(1) the closure serves a compelling interest; (2) there is a substantial probability that, in the absence of closure, this compelling interest would be harmed; and (3) there are no alternatives to closure that would adequately protect the compelling interest.” *Grube*, 142 Hawai`i at 424, 420 P.3d at 355.

The trial court may not rely on “generalized concerns” but *must indicate facts* demonstrating “a compelling interest justifying the continued sealing of the hearing transcript.” Additionally, the court must “specifically explain the necessary connection between unsealing the transcript” and the infliction of irreparable damage resulting to the compelling interest.

Ahn, 133 Hawai`i at 507, 331 P.3d at 485 (emphasis added) (citations omitted).

“To qualify as compelling, the interest must be of such gravity as to overcome the strong presumption in favor of openness. . . . [T]he asserted interest must be of such

consequence as to outweigh both the right of access of individual members of the public and the general benefits to public administration afforded by open trials.” *Grube*, 142 Hawai`i 425-26, 420 P.3d at 356-57. If a compelling interest exists, “a court must find that disclosure is sufficiently likely to result in irreparable damage to the identified compelling interest.” *Ahn*, 133 Hawai`i at 507, 331 P.3d at 485. “It is not enough that damage could possibly result from disclosure, nor even that there is a ‘reasonable likelihood’ that the compelling interest will be impeded; there must be a ‘substantial probability’ that disclosure will harm the asserted interest.” *Grube*, 142 Hawai`i at 426, 420 P.3d at 357. The harm “must be irreparable in nature.” *Id.* If there is a compelling interest that would be irreparably harmed by disclosure, redaction is an adequate alternative to concealing an entire document from the public. *Ahn*, 133 Hawai`i at 507-08, 331 P.3d at 485-86; accord *Oahu Public`ns Inc. v. Takase*, 139 Hawai`i 236, 246-47, 386 P.3d 873, 883-84 (2016).

II. FACTUAL BACKGROUND

On December 9, 2021, Booking.com appealed DOTAX’s final determination, assessing nearly \$20 million in taxes, penalties, and interest stemming from Booking.com’s failure to pay Hawai`i general excise tax (GET) between the years 2010-2020.¹ Dkt. 1 at 3.² For those years, DOTAX calculated the total due based on Booking.com’s adjusted commissions:

<u>Tax Year</u>	<u>Commissions</u>	<u>Assessment</u>
2010	\$1,080,432	\$143,491.25
2011	\$2,493,369	\$316,781.72
2012	\$5,140,388	\$623,477.08
2013	\$9,136,576	\$1,055,549.80
2014	\$14,021,028	\$1,539,088.77

¹ The facts recited in this section derive solely from documents publicly filed by Booking.com in this case or otherwise published by Booking.com. None of these sources are the subject of Booking.com’s motion to seal.

² Pinpoint citations to “Dkt.” reference the page of the corresponding PDF.

2015	\$20,907,329	\$2,174,571.43
2016	\$29,777,441	\$2,925,633.49
2017	\$39,105,126	\$3,616,833.09
2018	\$39,667,335	\$3,440,348.20
2019	\$37,746,446	\$3,056,329.64
2020	\$11,238,012	\$845,210.81
Total	\$210,313,482	\$19,737,315.28

Id. at 13-23. Booking.com had not filed GET returns for those years and claimed that it was not subject to GET. *Id.* at 3.

Booking.com operates a website where accommodation providers may list properties for rental, and during some taxable years, travel-related service providers could list services for reservation. *Id.* at 3-4. Under its business model, Booking.com receives a commission from the provider based on the amount charged a customer – potentially modified by Booking.com services offered to providers for better ranking and visibility. *Id.*; Decl. of R. Brian Black, dated January 31, 2025 [Black Decl.], Ex. 1 at 27, Ex. 5 at 7. The customer does not pay Booking.com to use its website or to make a reservation; Booking.com receives no compensation from the customer. Dkt. 1 at 3-4. Under this “agency model,” the provider’s commission paid to Booking.com is a separate transaction from the customer’s reservation. *Id.* at 4.³ During the taxable years, Booking.com did not own or operate accommodations in Hawai‘i, have any

³ “Agency revenues are derived from travel-related transactions where we do not facilitate payments from travelers for the services provided. We invoice the travel service providers for our commissions after travel is completed. Agency revenues consist almost entirely of travel reservation commissions.” Black Decl. Ex. 2 at 7, 86, 141. “When you make a Booking on our Platform, you enter into a contract with the Service Provider (unless otherwise stated). . . . We don’t buy or (re-)sell any products or services. Once your stay is finished, the Service Provider simply pays us a commission.” *Id.* Ex. 3 at 2. “Trip Providers pay a commission (being a small percentage of the product price (e.g. room price)) to Booking.com after the end user has consummated the service or product of the Trip Provider (e.g. after the guest has stayed at (and paid) the accommodation).” *Id.* Ex. 5 at 7.

physical presence in Hawai`i, have any employees who resided or worked in Hawai`i, or have any assets in Hawai`i. *Id.* at 4-5. Booking.com is based in the Netherlands. *Id.* at 5.

During 2022, DOTAX conducted discovery. Booking.com objected to discovery to the extent it sought “confidential, proprietary, and/or trade secret information” and refused to disclose such information. *E.g.*, Dkt. 45 at 6, 20-30, 32, 34, 36, 39-42; Dkt. 50 at 4, 7-8, 10, 12-15. Booking.com also had responded to discovery in a prior civil case.⁴ *E.g.*, Dkt. 49.

During 2022, the parties publicly filed numerous documents in connection with Booking.com’s motion for partial summary judgment. *E.g.*, Dkt. 44, 45, 49, 50, 54, 70. For example, Booking.com *publicly* filed DOTAX’s analysis of its assessment against Booking.com from DOTAX’s audit file (the IFRAC analysis)—a document that Booking.com now claims must be sealed in its entirety. Dkt. 70 at 23.

On January 4, 2023, the Court entered a stipulated protective order (SPO). Dkt. 88. Paragraph 4 of the SPO provides that if a party claims confidentiality under the SPO for a document or information in a document, the party must designate the document as confidential

by affixing the legend “CONFIDENTIAL – SUBJECT TO STIPULATED PROTECTIVE ORDER” to each page containing any Confidential Material, at the time such item is produced or disclosed, or within ten (10) days of production or disclosure of such item in the event the party

⁴ No court records are sealed in that separate lawsuit. *Booking.com B.V. v. Choy*, No. 1CC191000107. This Court may take judicial notice of filings in other cases. *E.g.*, *Uyeda v. Shermer*, 144 Hawaii 163, 172, 439 P.3d 115, 124 (2019) (“The most frequent use of judicial notice of ascertainable facts is in noticing the contents of court records.”). Many documents in that other case publicly discuss Booking.com’s business model and other categories that Booking.com claims in the pending motion to seal are trade secret. *E.g.*, No. 1CC191000107 Dkt. 2 at 3-4, Dkt. 73 at 7-17, Dkt. 204 at 9-11, 31-61, Dkt. 214 at 10-11, 22-30, Dkt. 260 at 8-36, Dkt. 273 at 20, 26-30. None of those filed documents were stamped “CONFIDENTIAL” pursuant to the stipulated protective order in that case— which unlike the stipulated protective order in this case required a motion to seal before designating any court records as sealed. No. 1CC191000107 Dkt. 188 ¶¶ 1 (designation), 7 (discovery), 8 (filing with the court).

seeking protection becomes aware of the confidential nature of the item subsequent to the date the item was disclosed or produced.

Dkt. 88 at 33.

After the SPO, Booking.com continued to respond to DOTAX's discovery requests by stating that it refused to disclose "confidential, proprietary, and/or trade secret information"; it did not designate its discovery responses as confidential pursuant to Paragraph 4 of the SPO. Dkt. 155 at 4; Dkt. 156 at 4, 7, 9-10, 12-14; Dkt. 187 at 5; Dkt. 188 at 5, 7; Dkt. 203 at 5, 12, 14; Dkt. 204 at 5, 12, 14; Dkt. 205 at 5, 7. There was one exception. Booking.com did designate its discovery responses as confidential when DOTAX requested more detailed information about Booking.com's commissions in Hawai'i. Dkt. 109.

This Court held multiple hearings on motions for summary judgment by DOTAX and Booking.com. Dkt. 74 (October 17, 2022); Dkt. 118 (April 10, 2023); Dkt. 120 (April 17, 2023); Dkt. 195-96 (March 18, 2024); Dkt. 232-33 (May 6, 2024). Those proceedings were open to the public and discussed at length Booking.com's "business model" and contract language. In connection with those motions, DOTAX filed various documents on the public docket, but Booking.com did not seek to designate those documents as confidential pursuant to Paragraph 4 of the SPO within 10 days of DOTAX's disclosure. *E.g.*, Dkt. 155, 156, 168, 189, 190, 191.

Booking.com publishes its standard contract terms on the Internet. Its General Delivery Terms with accommodation providers are available on the website. Black Decl. Ex. 1. And its terms of service for customers seeking to book accommodations are available on the site—in addition to explanations of how its services work. *Id.* Ex. 3-4; *see also id.* Ex. 5 (terms as of 2019).

III. BOOKING.COM CANNOT CLAW BACK PUBLICLY FILED RECORDS.

Booking.com's motion to seal, in part, seeks to hide court records that are presently in the public domain. Dkt. 44, 45, 49, 50, 54, 70, 155, 156, 168, 189, 190, 191.⁵

⁵ Booking.com erroneously labels Dkt. 155, 156, and 168 as currently sealed. Dkt. 265 at 48-50. Those documents are publicly filed.

These documents have been publicly filed for approximately 1-2 years. “Secrecy is a one-way street: Once information is published, it cannot be made secret again.” *United States v. Doe*, 870 F.3d 991, 1002 (9th Cir. 2017); accord *Gambale v. Deutsche Bank AG*, 377 F.3d 133, 144 (2d Cir. 2004) (“We simply do not have the power, even were we of the mind to use it if we had, to make what has thus become public private again.”); *Kamakana v. City & County of Honolulu*, 447 F.3d 1172, 1184 (9th Cir. 2006) (affirming an unsealing order because the information at issue was “already publicly available”); see also *Constand v. Cosby*, 833 F.3d 405, 410 (3d Cir. 2016) (“appeals seeking to restrain ‘further dissemination of publicly disclosed information’ are moot”); *MD Spa Shop LLC v. Med-Aesthetic Sols, Inc.*, No. 21-CV-1050, 2021 U.S. Dist. LEXIS 210552 at *18-19 (S.D. Cal. Oct. 29, 2021) (“A request to seal information that was publicly disclosed involves ‘an inherent logical dilemma’ in that ‘information that has already entered the public domain cannot in any meaningful way be later removed from the public domain.’”). The bell cannot be unrung at this late date.

IV. BOOKING.COM’S TRADE SECRET CLAIMS ARE UNSUPPORTED.

Booking.com claims that much of the information about its model for avoiding tax liability are trade secret. Dkt. 265 at 11-17. There is no question that licensing agreements, customer lists, and business operations can be trade secrets – if proven by competent, non-conclusory evidence.⁶ Here, however, the proof falls well short.

⁶ Booking.com cites *In re Electronic Arts*, 298 Fed. Appx. 568 (9th Cir. 2008), for the proposition that “pricing terms” in a licensing agreement, for example, are trade secret as a matter of law. Dkt. 265 at 12 n.21, 8-9. Although the Ninth Circuit’s memorandum decision does not recite what evidence the business submitted to prove a trade secret, the Ninth Circuit subsequently clarified that evidence is necessary. *E.g.*, *Apple Inc. v. Psystar Corp.*, 658 F.3d 1150, 1162 (9th Cir. 2011) (vacating orders sealing summary judgment filings that were based solely on conclusory reference to “technological protection measures and other proprietary technology”); accord *Baxter Int’l, Inc. v. Abbott Lab.*, 297 F.3d 544, 547 (7th Cir. 2002) (rejecting argument for sealing of licensing agreement based on the “bald assertion that confidentiality promotes [the parties’] business interests”). Pricing terms are not trade secret as a matter of law. *Belo Mgmt. Servs., Inc. v. Click! Network*, 343 P.3d 370, 375-76 (Wash. App. 2014) (applying the Uniform Trade Secret Act definition – same as HRS § 482B-2 – and holding that pricing terms and non-cash compensation in agreements are not trade secrets).

As a threshold issue, Booking.com incorrectly claims that the court's records must be sealed to restrict disclosure of confidential business information. The Hawai'i Supreme Court has held that Hawaii's adoption of the Uniform Trade Secrets Act preempts claims regarding the disclosure of information that does not rise to the level of a trade secret. *BlueEarth Biofuels, LLC v. Haw. Elec. Co.*, 123 Hawai'i 314, 327, 235 P.3d 310 (2010) ("the HUTSA preempts non-contract, civil claims based on the improper acquisition, disclosure or use of confidential and/or commercially valuable information that does not rise to the level of a statutorily-defined trade secret."). Also, the Hawai'i Rules of Evidence only recognize a privilege against disclosure for trade secrets, not confidential business information.⁷ HRE 508; *see* HRE 501 (no common law privileges). In the absence of any legal protection, confidential business information does not rise to the level of an interest "of such gravity as to overcome the strong presumption in favor of openness." *Grube*, 142 Hawai'i 425-26, 420 P.3d at 356-57; *accord, e.g., Kondash v. Kia Motors, Inc.*, 767 Fed. Appx. 635, 639 (6th Cir. 2019) ("The fact that a document will reveal 'competitively-sensitive financial and negotiating information' is not an adequate

⁷ In contrast, for discovery purposes, the Hawai'i Rules of Civil Procedure provide for a protective order under the lower "good cause" standard for "trade secret or other confidential . . . commercial information." HRCP 26(c)(7). But protective orders for discovery are not a basis for sealing records filed with the court. *Roy v. GEICO*, 152 Hawai'i 225, 232-35, 524 P.3d 1249, 1256-59 (App. 2023) (rejecting argument for continued sealing based on a prior "court-approved stipulation to seal"); *Foltz v. State Farm Mut. Auto Ins. Co.*, 331 F.3d 1122, 1136 (9th Cir. 2003) (common law presumption of public access is not rebutted by a stipulated protective order); *San Jose Mercury News v. U.S. Dist. Ct.*, 187 F.3d 1096, 1101 (9th Cir. 1999) ("The right of access to court documents belongs to the public, and the Plaintiffs were in no position to bargain that right away."); *Markel Am. Ins. Co. v. Internet Brands, Inc.*, No. CV-17-2429 (AJWx), 2017 U.S. Dist. LEXIS 224860, *20-21 (C.D. Cal. Aug. 2, 2017) ("The issue of sealing discovery is not the same as sealing adjudicatory materials - an issue governed by the Ninth Circuit authorities cited above, and ultimately the First Amendment."); *Dew v. E.I. Dupont Nemours & Co.*, No. 5:18-CV-73-D, 2024 U.S. Dist. LEXIS 216518, at *69 (E.D.N.C. Nov. 27, 2024) ("The standard a party must satisfy before being granted a protective order differs by an order of magnitude from the standard a party must satisfy to keep judicial documents out of the public eye.").

justification for sealing”). In any event, for the same reasons that Booking.com fails to prove a trade secret, it has not shown confidential business information.

There are *fact-based* standards for legitimate claims of trade secrets. A “trade secret” is information that “(1) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.” HRS § 482B-2. The person claiming a trade secret must prove that those elements exist. *Roy*, 152 Hawai`i at 242-43, 524 P.3d at 1266-67 (“Conclusory claims such as these are insufficient to establish the existence of a trade secret.”); *Kukui Nuts, Inc. v. R. Baird & Co.*, 7 Haw. App. 598, 620-21, 789 P.2d 501, 515 (App. 1990) (rejecting trade secret privilege claim for manufacturing processes and sources of capitalization).

For the economic value prong, one factor in assessing whether information derives independent economic value from its secrecy is the information’s novelty or other concrete value in competition. *E.g.*, *Bernier v. Merrill Air Eng’rs*, 770 A.2d 97, 107 (Me. 2001). Another factor is “the effort and expense that was expended in developing the information.” *Robbins Geller Rudman & Dowd, LLP v. Office of Attorney Gen.*, 328 P.3d 905, 911 (Wash. App. 2014); *accord Bernier*, 770 A.2d at 107-08. Moreover, trade secrets must be identified with particularity to separate the trade secret from general industry knowledge. *Imax Corp. v. Cinema Techs., Inc.*, 152 F.3d 1161, 1164-65 (9th Cir. 1998); *accord Robbins*, 328 P.3d at 911 (“The alleged unique, innovative, or novel information must be described with specificity”); *see also N. Am. Lubricants Co. v. Terry*, No. Civ. S-11-1284 KJM GGH, 2011 U.S. Dist. LEXIS 133672, at *18-19 (E.D. Cal. Nov. 18, 2011) (rejecting, for lack of specificity, claims of trade secret for “‘business model,’ ‘business plan,’ and ‘marketing materials, as well as any other ‘boilerplate’ items”).

Booking.com, at best, offers conclusory statements by a company executive that the information must be kept secret to provide competitive advantage. *E.g.*, Dkt. 265 at 32 ¶ 11 (“This information must remain confidential in order for Booking.com to distinguish its business model from that of its competitors and to remain competitive with those competitors.”), 35 ¶ 18 (“Release of this information would allow

Booking.com's competitors to potentially misuse or usurp the released information"). Booking.com never explains the economic value of the information, why its information is novel or materially different from industry practices, or how competitors could use the information to gain an unfair advantage. Such conclusory and unsupported declarations are insufficient to prove trade secrets. *McCallum v. Allstate Prop. & Cas. Ins. Co.*, 204 P.3d 944, 951 (Wash. App. 2009) ("Sullivan's and Bjorback's declarations consist of conclusory statements that should its competitors gain access to its national policies, the competitors will gain an unfair advantage. And similarly, the declarations provide only conclusory statements that Allstate devoted considerable time, manpower, and finances to developing the documents. Again, the declarations include no specific examples to support these conclusions."), *cited with approval in Roy*, 152 Hawai'i at 243, 524 P.3d at 1267; *accord Squiric v. Surgical Hosp.*, 2020-Ohio-7026 ¶¶ 76-81 (App. 2020) ("The affiant said disclosure of the financial information would leave the hospital open to attack from competitors without explaining how this would occur. The court is left to speculate as to the fears of the hospital and create our own scenarios for how the secretive nature of annual financial statements and profit and loss statements has independent economic value due to being secret from unknown others. Plus, the unknown others must be able to 'obtain economic value' from the release of the information, and the hospital has not explained how this would occur.").

For the confidentiality prong, "reasonable efforts to maintain secrecy have been held to include advising employees of the existence of a trade secret, limiting access to a trade secret on a 'need to know basis', and controlling plant access." *Buffets, Inc. Klinke*, 73 F.3d 965, 969 (9th Cir. 1996). "Information that is public knowledge or that is generally known in an industry cannot be a trade secret. If an individual discloses his trade secret to others who are under no obligation to protect the confidentiality of the information, or otherwise publicly discloses the secret, his property right is extinguished." *Ruckelshaus v. Monsanto Co.*, 467 U.S. 986, 1002 (1984) (citation omitted). "Allowing private information to become public, even through carelessness, precludes protection as a trade secret." *Woo v. Fireman's Fund Ins. Co.*, 154 P.3d 236, 241 (Wash. App. 2007).

Booking.com does not allege what efforts, if any, it takes to maintain the confidentiality of the information it seeks to seal in this proceeding – much less prove that those efforts are reasonable under the circumstances. The information here is not confidential. For example, the broad descriptions of its business model, operations, and marketing; its terms of service with customers; and its General Delivery Terms with accommodations are readily available on Booking.com’s website and its SEC filings. Black Decl. Ex. 1-4. And for the most part, Booking.com did not make reasonable efforts to keep information confidential in the public filings and hearings in this tax appeal (or its prior case against DOTAX) and did not even claim that the information was confidential – or designate it as confidential – when disclosed to DOTAX. *E.g.*, *Woo*, 154 P.3d at 241-42 (company failed to take reasonable steps to maintain secrecy when documents publicly filed with court and failed to identify any other efforts to keep the information confidential); *see also In re Providian Credit Card Cases*, 116 Cal. Rptr. 2d 833, 844-45 (App. 2002) (rejecting trade secret claim, in part, because company filed to stamp documents as “Confidential”).

Booking.com has not established that the information it seeks to seal is a trade secret or that there is a substantial probability that disclosure of the specific information here would irreparably harm its trade secrets. Absent such proof, there is no justification for sealing this Court’s records.⁸

⁸ To the extent Booking.com may seek to bolster its trade secret claims by submitting evidence in its reply and depriving the public an opportunity to meaningfully respond, this Court should disregard such evidence. *E.g.*, *Grube*, 142 Hawai`i at 424, 420 P.3d at 355 (court must “afford the public a meaningful opportunity to object”); *accord JG v. Douglas County Sch. Dist.*, 552 F.3d 786, 803 n.14 (9th Cir. 2008) (court must either disregard “new evidence” submitted on reply or give other parties an opportunity to respond); *accord Takayama v. Kaiser Found. Hosp.*, 82 Hawai`i 486, 496, 923 P.2d 903, 913 (1996) (“as a general rule, a party is bound to give all available evidence in support of an issue in the first instance it is raised at trial and will not be permitted to hold back evidence confirmatory of its position to offer on rebuttal.”). Booking.com had two opportunities to present evidence that these records contain trade secrets – in opposition to Public First’s motion to unseal and in its own motion to seal. It is not entitled to wait until the last minute to provide actual proof of its conclusory assertions.

V. TAX RETURN CONFIDENTIALITY DOES NOT APPLY HERE.

Booking.com also claims that certain documents are tax return information protected from disclosure by HRS § 237-34(b). That statute provides:

All tax returns and return information required to be filed under this chapter, and the report of any investigation of the return or of the subject matter of the return, shall be confidential. It shall be unlawful for any person or any officer or employee of the State, including the auditor or the auditor's agent with regard to tax return information obtained pursuant to section 23-5(a), to intentionally make known information imparted by any tax return or return information filed pursuant to this chapter, or any report of any investigation of the return or of the subject matter of the return, or to wilfully permit any return, return information, or report so made, or any copy thereof, to be seen or examined by any person; provided that for tax purposes only, the taxpayer, the taxpayer's authorized agent, or persons with a material interest in the return, return information, or report may examine them. Unless otherwise provided by law, persons with a material interest in the return, return information, or report shall include [specified persons and entities].

For numerous reasons, such confidentiality does not apply in this context.

First, information is not "return information" simply because the records were obtained in an audit. *See* Dkt. 265 at 17, 35 ¶ 19. Booking.com argues for a broader interpretation of "return information" by reference to a federal definition concerning income tax returns, 26 U.S.C. § 6103(b)(2).⁹ *Id.* at 18. Conforming to federal law's expansive definition of "return information," however, would also incorporate its exemption from confidentiality for tax appeals. *Id.* § 6103(h)(4)(A) ("A return or return information may be disclosed in a Federal or State judicial or administrative proceeding pertaining to tax administration, but only – (A) if the taxpayer is a party to the proceeding, or the proceeding arose out of, or in connection with, determining the

⁹ Booking.com also relies on an Office of Information Practices opinion interpreting the state public records law. Dkt. 265 at 18 n.35. The public records law is not relevant to disclosure obligations in court cases. *Haw. Police Dep't v. Kubota*, 155 Hawai'i 136, 152-53, 557 P.3d 865, 881-82 (2024) ("UIPA neither creates an evidentiary privilege nor applies to civil litigation."); *see also* HRS § 92F-3 (exempting "nonadministrative functions of the courts of this State" from the public records law).

taxpayer's civil or criminal liability, or the collection of such civil liability, in respect of any tax imposed under this title.”).

Second, aligning Hawai`i law with the federal definition would require this Court to ignore the plain limitations on confidentiality in state law. The state statute limits confidentiality to “return information *required to be filed* under this chapter.” HRS § 237-34(b). Federal law more expansively covers information “received by, recorded by, prepared by, furnished to, or collected by the Secretary.” 26 U.S.C. § 6103(b)(2)(A). Documents obtained from the taxpayer by DOTAX during an audit, including e-mails between the taxpayer and DOTAX, are not *filed* with DOTAX and are not “required to be filed” under Chapter 237. *Compare, e.g.,* HRS § 237-30 (discussing required return filings), *with* HRS § 237-39 (discussing examination of records and subpoena power for audits, not filing).

Third, a further limitation on the scope of confidentiality under the state statute is that disclosure is permitted where “otherwise provided by law.” The First Amendment and article I, section 4 of the Hawai`i Constitution provide such independent authority for public access when documents – as here – are filed with the court.

Fourth, confidentiality here does not serve the privacy purpose of HRS § 237-34. *See* H. Stand. Comm. Rep. No. 265, in 1981 H. Journal at 1051. Confidentiality serves no purpose once documents have been publicly filed in court records or are otherwise in the public domain. *See, e.g., Lampert v. United States*, 854 F.2d 335, 337-38 (9th Cir. 1988) (“Once tax return information is made a part of the public domain, the taxpayer may no longer claim a right of privacy in that information.”). Dkt. 70, 189, and 190 have long been publicly filed and accessible.¹⁰

Lastly, state law cannot override the First Amendment. *Globe Newspaper Co. v. Superior Ct.*, 457 U.S. 596, 609, 610 n.27 (1982) (holding that “a mandatory rule [that barred public access to all court testimony by minor victims of sex crimes], requiring no

¹⁰ As described in other filings, Dkt. 214 (currently sealed) is the same document as Dkt. 70 (publicly filed by Booking.com).

particularized determinations in individual cases, is unconstitutional”); accord *El Vocero de P.R. v. Puerto Rico*, 508 U.S. 147, 150-51 (1993) (state court rule unconstitutional); *Press-Enter. Co. v. Superior Ct.*, 478 U.S. 1, 14-15 (1986) (state statute); *Civil Beat Law Ctr. for the Pub. Interest, Inc. v. Maile*, 113 F.4th 1168, 1180 (9th Cir. 2024) (state court rule); *Courthouse News Serv. v. Planet*, 947 F.3d 581, 596-98 (9th Cir. 2020) (court policy); see also *Del. Coal. for Open Gov’t, Inc. v. Strine*, 733 F.3d 510, 520-21 (3d Cir. 2013) (state court rule); *Globe Newspaper Co. v. Pokaski*, 868 F.2d 497, 509 (1st Cir. 1989) (state statute). Thus, to the extent HRS § 237-34(b) applies here – it does not – it must be construed to avoid an unconstitutional infringement on the public’s right of access to court records. *Morita v. Gorak*, 145 Hawai‘i 385, 391, 453 P.3d 205, 211 (2019) (“where a statute is susceptible of two constructions, by one of which grave and doubtful constitutional questions arise and by the other of which such questions are avoided, our duty is [to] adopt the latter.”).

Booking.com cannot hide documents in this tax appeal simply because DOTAX obtained information during an audit.

VI. BOOKING.COM’S REDACTIONS ARE EXCESSIVE.

Even if Booking.com had submitted sufficient evidence to support some compelling interest and substantial probability of irreparable harm to such interest – it has not – sealing entire exhibits or whole paragraphs of summary judgment memoranda or exhibits is contrary to the presumption of public access and the mandate for a narrowly tailored solution. E.g., *Terran Biosciences, Inc. v. Compass Pathfinder Ltd.*, Civ. No. ELH-22-1956, 2024 U.S. Dist. LEXIS 80067, at *28 (D. Md. May 2, 2024) (“the Court does not agree that every term in the [master licensing agreement] is so ‘competitively sensitive’ that it is appropriate to seal ‘the MLA in full’”); *Signify Holding B.V. v. TP-Link Research Am. Corp.*, No. 21-CV-9472 (JGK) (KHP), 2022 U.S. Dist. LEXIS 154240, at *5-7 (S.D.N.Y. Aug. 26, 2022) (denying motion to seal entire licensing agreement absent proof that portions of the agreement “actually implicate sensitive business information”); *Dana-Farber Cancer Inst., Inc. v. Bristol-Myers Squibb, Co.*, No. 19-CV-11380-PBS, 2021 U.S. Dist. LEXIS 262358, at *8-9 (D. Mass. June 22, 2021) (denying

motion to seal provisions of settlement and licensing agreements that were the “core dispute” in the case and largely disclosed in open court).

For example, reviewing Booking.com’s proposed redactions, it seeks to redact discovery responses that are no more detailed than what it tells the SEC, posts on its website, and discussed openly during public hearings in this case. *Compare, e.g.*, Dkt. 45 at 11-12¹¹, *with* Black Decl. Ex. 1-4. Moreover, when the terms of contracts are the core dispute in this case and have been debated at length in public hearings, withholding the entirety of those contracts is unwarranted. *See, e.g.*, Dkt. 263 at 4-5. And Booking.com seeks to withhold the identity of its accommodation providers, but that is not secret information; a simple review of Booking.com’s website would identify its providers. *E.g.*, Black Decl. Ex. 3 at 2 (“Only Service Providers that have a contractual relationship with us will be displayed on our Platform.”); *e.g.*, *Peterson Mach. Co. v. May*, 496 P.3d 672, 680 (Or. App. 2021) (customer lists are not trade secret if identity of potential customers readily ascertainable by competitors).

It is possible that Booking.com’s concerns are more limited (*e.g.*, specific pricing terms or specific contact information for accommodation providers), but its proposed redactions and sealings are not narrowly tailored to those concerns.

CONCLUSION

For the foregoing reasons, Public First respectfully requests that the Court deny Booking.com’s motion to seal.

DATED: Honolulu, Hawai`i, January 31, 2025



ROBERT BRIAN BLACK
BENJAMIN M. CREPS

Attorneys for Non-Party Public First Law Center

¹¹ In this example, Booking.com proposes to redact the entire first two paragraphs of its response to Request for Admission No. 14, describing Booking.com’s generic business model.

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IN THE TAX APPEAL COURT OF THE
STATE OF HAWAII

In the Matter of the Tax Appeal of
BOOKING.COM B.V.,
Taxpayer-Appellant.

CASE NO. 1CTX-21-0001613
DECLARATION OF R. BRIAN BLACK

DECLARATION OF R. BRIAN BLACK

1. I, R. Brian Black, am an attorney for Non-party Public First Law Center (Public First) and submit this declaration based on personal knowledge, except as otherwise provided.

2. Attached as Exhibit 1 is a true and correct copy of the General Delivery Terms that I accessed from the booking.com website on January 6, 2025, at <https://admin.booking.com/hotelreg/terms-and-conditions.html?language-xu;cc1=us>.

3. Attached as Exhibit 2 are excerpts from a true and correct copy of the Form 10-K for Booking Holdings Inc. for fiscal year ended December 31, 2019, as filed with the Securities and Exchange Commission, which I accessed at <https://www.sec.gov/Archives/edgar/data/1075531/000107553120000011/bkng1231201910k.htm>.

4. Attached as Exhibit 3 is a true and correct copy of "How we work" that I accessed from the booking.com website on January 6, 2025, at https://www.booking.com/content/how_we_work.html.

5. Attached as Exhibit 4 is a true and correct copy of "Customer terms of service (Updated November 17, 2023)" that I accessed from the booking.com website on January 6, 2025 at <https://www.booking.com/content/terms.html>.

6. Attached as Exhibit 5 is a true and correct copy of an archived November 15, 2019 "Trip Terms and Conditions" from the booking.com website, as referenced in Pinar Akman, *Online Platforms, Agency, and Competition Law: Mind the Gap*, 43 Fordham Int'l L.J. 209, 266 n.239 (2019), that I accessed on January 7, 2025, at <https://perma.cc/MNY7-BRFP>.

I declare under penalty of law that the foregoing is true and correct to the best of my knowledge.

DATED: Honolulu, Hawai'i, January 31, 2025



R. BRIAN BLACK



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General Delivery Terms

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General Delivery Terms

These general delivery terms including the Annexes (the "**Terms**"), supplemented by Booking.com's policies as published on the Partner Hub (the "**Policies**"), form an integral part of the Accommodation Agreement (together with the Terms and the Policies, "**Agreement**") and are entered into between the Accommodation and Booking.com (each a "**Party**" and collectively the "**Parties**").

1. DEFINITIONS

1.1 In addition to terms defined elsewhere in the Agreement, the following definitions apply throughout the Agreement unless the contrary intention appears:

"**Accommodation**" means the legal entity (legal person or natural person) and, where different, the accommodation (meaning property) that is a signatory to the Agreement in relation to which the legal entity is contracting, and to which these Terms are applicable.

"**Accommodation Information**" means information provided by and relating to the Accommodation for inclusion on the Platform, including pictures, photos, and descriptions; its amenities and services; the rooms available for reservation; details of the rates (including all applicable Taxes, unless applicable mandatory law provides otherwise, and surcharges); availability, cancellation, and no-show policies; other policies and restrictions; and any (further) information that Booking.com is required to display on the Platform under applicable law.

"**Affiliated Company**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party at any time during the term of the Agreement, including its directors, officers, and employees.

"**Connectivity Partner**" means a professional software and service provider who offers Connectivity Services to Accommodations, and who has concluded a valid and continuing connectivity partnership agreement with Booking.com.

"**Connectivity Services**" means the services provided to the Accommodation by a Connectivity Partner allowing for the communication of Accommodation Information and Customer Data between the Accommodation's computer systems and the Booking.com Platform, via the systems of the Connectivity Partner.

"**Customer Data**" means the dates of arrival and departure, number of nights booked, room type (including smoking preference if available), Room Price, Guest name, address and, if applicable, credit card details and any other specific request made by the Guest.

"**Data Controller**" means the natural or legal person who, whether alone or jointly with others, determines the purposes and means of the processing of Personal Data, or any similar concept (e.g., "business"), under Technology and Data Laws.

"**Direct Debit**" means the instruction given by the Accommodation to its bank so that Booking.com is authorized to collect the relevant amount under the Agreement directly from the bank account of the Accommodation.

"**European Economic Area**" means member states of the European Union as well as Norway, Iceland, and Liechtenstein (as amended by the appropriate governing body from time to time).

"**Extranet**" means the online systems of Booking.com that can be accessed by the Accommodation (after inputting its username and password) for, among other things, uploading, changing, verifying, updating, and/or amending the Accommodation Information and reservations.

"**Facilitated Payment**" means the payment methods that Booking.com may from time to time and in certain jurisdictions make available on the Booking.com Platform for, among other things, (pre-/down-) payment of the Room Price by a Guest to the Accommodation and for settlement of the Commission by the Accommodation to Booking.com (as applicable) pursuant to which bank transfer, credit card payments, or other forms of online

payments (as available) can be made and processed for and on behalf of the Accommodation.

"Financial Crime Requirements" means the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, the U.K. Criminal Finances Act 2017, and any other applicable laws, statutes, regulations, treaties, or codes relating to anti-bribery, anti-corruption, anti-money laundering, anti-tax evasion/facilitation of tax evasion, anti-terrorism financing, economic and trade sanctions, and anti-financial crimes applying in the countries in which either of the Parties operates or has a place of business.

"Force Majeure Event" means any of the following events affecting multiple Guests and multiple accommodations: acts of God; volcanic eruption; (natural) disaster; fire; (acts of) war; hostilities or any local or national emergency; invasion; compliance with any order or request of any national, provincial, port, or other public authority, government regulation, or intervention; military action, civil war, or terrorism; (biological, chemical, or nuclear) explosion; rebellion; riots; insurrection; strikes; civil disorder (or the material or substantial threat or justified apprehension of any such events); curtailment of transportation facilities; close-down of airports; or any other exceptional and catastrophic event, circumstance, or emergency, preventing or making it impossible or illegal or highly unsafe for Guests to travel to or stay at the Accommodation.

"Guest" means a visitor to the Platform or a customer or guest of the Accommodation who made their reservation via the Platform.

"Intellectual Property" means any (or, where relevant, any application for any) patent, copyright, invention, database right, design right, registered design, trademark, trade or business name, brand, logo, service mark, know-how, utility model, unregistered design, or domain name (under any extension, e.g., .com, .nl, .fr, .eu, etc.) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world.

"Marketed Online" means marketed to the general public online by any means, including on mobile applications. This definition excludes email, SMS, and instant messaging communications that are not aimed at the general public.

"Messaging Service" means the service that Booking.com may from time to time provide as part of its service to the Guest and to the Accommodation to facilitate communication between the Guest, the Accommodation, and Booking.com.

"Narrow Parity Countries" means the following countries and regions: Armenia, Australia, Brazil, China, Georgia, the Hong Kong Special Administrative Region of the People's Republic of China, Israel, Japan, South Korea, Turkey, the United Kingdom, New Zealand, and/or such other jurisdictions as from time to time indicated by Booking.com.

"No Parity Countries" means all countries and regions within the European Economic Area, Russia, South Africa, Switzerland, and/or such other jurisdictions as from time to time indicated by Booking.com.

"Partner Hub" means Booking.com's partner help center (partner.booking.com) where Booking.com offers additional support and information for Accommodations.

"Personal Data" means any information relating to an identified or identifiable natural person (meaning someone who can be identified, directly or indirectly, by reference to an identifier such as a name, credit card details, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person).

"Platform" means the website, app, tools, and/or platform of Booking.com and/or its Affiliated Companies and business partners on or through which the Service is made available.

"Published Online" means made available to the general public online by any means, including on mobile applications. In the case of rates, publication includes the display of the rates or sufficient detail for the consumer to calculate rates (e.g., xx% off, \$yy discount).

"Room Price" means the total price of the reservation including all applicable Taxes (unless applicable mandatory law provides otherwise), extras, and add-ons made or included prior to check-in (e.g. breakfast) as set or uploaded by the Accommodation to Booking.com through the Extranet, through a Connectivity Provider (as applicable and available), or in such other way as Booking.com may indicate from time to time.

"Service" means the online accommodation reservation system of Booking.com through which Accommodations can make their rooms available for reservation and through which Guests can make reservations at the Accommodations; the promotion of the Accommodation; the Facilitated Payment; and the Messaging Service.

"System" means the (XML) system that Accommodations can access to use the Service and manage the administration (including rates, booking policies, etc.) of the Accommodation on the Platform.

"Taxes" means value-added tax (VAT), sales taxes, and/or other applicable national, governmental, provincial, state, municipal, or local taxes, fees, (sur)charges, and/or levies.

"Technology and Data Laws" means any applicable law relating to the provision of digital services and the protection and use of information and data (including but not limited to rules regarding information security, the processing of Personal Data, the protection of privacy, the use of device-related information, the operation of digital marketplaces and platforms, and the use of information for marketing purposes), applicable to one or both

of the Parties, and any laws or regulations ratifying, implementing, adopting, supplementing, amending, or replacing such laws or regulations.

"Unpublished" means not Published Online.

"We Price Match" means the guarantee issued by Booking.com (under this or any other name) to the Guest stating that Booking.com will match the best rate for an equivalent room in the same Accommodation with the same check-in and check-out dates and the same booking conditions, including room type, bed type, number of guests, amenities and add-ons (such as breakfast, WiFi, early/late check-out), restrictions, and policies (such as reservation changes and cancellation policy).

"Wide Parity Countries" means all countries and regions, with the exception of Narrow Parity Countries and No Parity Countries.

1.2 Unless the context requires otherwise, words in the singular shall include the plural and words in the plural shall include the singular.

2. ACCOMMODATION OBLIGATIONS

2.1 Accommodation Information

2.1.1 Accommodation Information shall be provided in accordance with the Policies and shall comply with formats and standards provided by Booking.com. The Accommodation Information shall not contain references or links to the Accommodation or to third parties, including social media, website, app, or platform. Booking.com reserves the right to edit or exclude any information that is incorrect or incomplete or in violation of the Agreement.

2.1.2 The Accommodation represents and covenants that the Accommodation Information shall at all times be true, accurate, and not misleading. The Accommodation is responsible for correct, complete, and up-to-date Accommodation Information, including additional availability of rooms for certain periods or any extraordinary events and situations (e.g. renovation or construction at or near the facility). The Accommodation shall update the Accommodation Information on a daily basis (or such more frequent basis as may be required) directly online through the Extranet, through a Connectivity Partner (as applicable and available), or such other way as Booking.com may indicate from time to time. Changes, updates, and/or amendments to photos and descriptions will be processed by Booking.com as soon as reasonably practicable.

2.1.3 The information provided by the Accommodation for the Platform shall remain the exclusive property of the Accommodation. Information provided by the Accommodation may be edited or modified by Booking.com and subsequently translated into other languages. The translations will remain the exclusive property of Booking.com. The edited and translated content will be for the exclusive use by Booking.com on the Platform and shall not be used in any way or form by the Accommodation for any other distribution or sales channel or purposes. Changes or updates to the descriptive information of the Accommodation are not permitted without Booking.com's prior written approval.

2.1.4 Accommodations located in No Parity Countries are not required to provide rates and conditions to Booking.com that are the same as or better than those that the Accommodation makes available on other online or offline channels. No Accommodation, however, shall misuse the service and system of Booking.com by uploading or using excessive or extortionate rates or conditions, or take any action that is designed to free-ride on or otherwise harm Booking.com's significant investment in the Platform and/or the Booking.com brand.

2.2 Parity

2.2.1 The Accommodation shall give Booking.com "Rate and Conditions Parity," meaning the same or better rates for the same Accommodation, room type, dates, bed type, number of guests, same or better amenities and add-ons (e.g. free breakfast, Wifi, early/late check-out), and the same or better restrictions and policies such as reservation changes and cancellation policy as are made available by the Accommodation.

2.2.2 Rate and Conditions Parity does not apply in respect of rates and conditions:

- (i) offered through any online reservation service that is not controlled, directly or indirectly, by the Accommodation or the chain (whether integrated or not) to which the Accommodation belongs;
- (ii) offered on offline channels that do not involve the use of the internet (such as reservations made in person at the Accommodation's reception, by telephoning the Accommodation, or at a brick-and-mortar travel agency), provided that the Room Prices are not Published Online or Marketed Online; or
- (iii) that are Unpublished, provided that these room rates are not Marketed Online.

2.2.3 The Parties acknowledge that the intent of Clauses 2.2.1 and 2.2.2 is to ensure that the rates and conditions posted on the Platform are competitive, so that Guests benefit from lowered search costs, and so as to prevent the Accommodation from "free riding" on the significant investments made by Booking.com.

2.2.4 Booking.com may give an incentive with respect to the Room Price at its own cost. In such case Booking.com shall pay part of the Room Price on behalf of the Guest.

2.2.5 The Accommodation agrees to give, for each calendar date and subject to availability, some availability for all rooms and room types and is

encouraged to provide Booking.com with fair access to all rooms and room types (including various applicable policies and restrictions) and rates available during the term of the Agreement, during periods of low and high demand including during fairs, congresses, and special events.

2.2.6 Clauses 2.2.1 and 2.2.2 do not apply to Accommodations (meaning properties) located in Wide Parity Countries, in which case the wording of these Clauses is deleted and replaced by the relevant wording in Annex 5. Clauses 2.2.1 and 2.2.2 do not apply to Accommodations (meaning properties) located in No Parity Countries.

2.3 Commission

2.3.1 For each reservation made through the Platform by a Guest for a Room, the Accommodation shall pay Booking.com a commission (the "**Commission**") calculated in accordance with Clause 2.3.2. Payment shall be made in accordance with Clause 2.4.

2.3.2 The aggregate Commission per reservation is equal to the multiple of:

- (i) the number of nights stayed at the Accommodation by the Guest;
- (ii) the Room Price per room per night (excluding Taxes) and such other extras and surcharges which are included in, in addition to, or as part of the offered rate or opted into or accepted through the Platform by the Guest prior to the Guest's check-in (e.g. breakfasts, meals (half- or full-board), bicycle rental, late check-out/early check-in fees, extra-person charges, resort fees, roll-away beds, theater tickets, service fees, etc.);
- (iii) the number of rooms booked by the Guest; and
- (iv) the relevant Commission percentage as set out in the Agreement (and for Accommodations located in the United States of America, plus Taxes and other government charges if applicable).

For Accommodations located in specific jurisdictions, the definition of Taxes also comprises those taxes, fees, and charges as specified in Annex 6.

2.3.3 The Accommodation agrees that, where the Room Price is paid by the Guest to the Accommodation in accordance with Clause 4.4 (Facilitated Payment), Booking.com shall calculate the Commission in the event of a no-show or cancellation in accordance with the Facilitated Payment Terms (as set out in Annex 3). In all other events, Commission will be charged in the event of:

- (i) overbooking: at all times, irrespective of waiver (whether successful or unsuccessful) of charged Room Price; and/or
- (ii) a charged cancellation and/or charged no-show.

The Commission will be calculated in accordance with the confirmed booking as provided to the Accommodation and confirmed by Booking.com to the Guest.

2.3.4 The Accommodation shall give Booking.com notice of waiver of any (room) charge or fee in the event of a no-show or charged cancellation, and notice of any invalid payment method for any no-show reservation or canceled reservation, within 48 hours after midnight on the day of the scheduled date of check-out. Booking.com will then inform the Guest accordingly and the Accommodation shall promptly process the refund to the Guest (as applicable).

2.3.5 The Accommodation is responsible for informing Booking.com about (and any changes to) applicable Taxes (unless applicable mandatory law provides otherwise) which will be charged to the Guest by the Accommodation upon reservation for pre-paid or upon check-out for post-paid reservations. Unless otherwise agreed by Booking.com or permitted by applicable law, the rate shown to Guests on the Platform shall be inclusive of Taxes.

2.3.6 If the law, rules, and legislation applicable to the Accommodation demand that rates must be shown to Guests inclusive of Taxes, the Accommodation shall adjust the rates as soon as possible, and in any event within 5 business days after the earlier of:

- (i) The amendment or entry into force of the relevant law, rules, or legislation applicable to such Accommodation; and
- (ii) notification by Booking.com.

2.3.7 Unless mandatory local law requires otherwise, and until otherwise communicated in writing by Booking.com, the Accommodation shall be responsible for the collection and remittance of certain taxes on reservations made through the Platform. After such communication, Booking.com may calculate the applicable taxes and adjust the Room Price accordingly.

2.3.8 The Extranet details all reservations made at the Accommodation through the Platform and the corresponding Commission. After the end of each month, Booking.com shall use best efforts to make an online reservation statement (the "**Online Reservation Statement**") available to the Accommodation on the Extranet, showing the reservations of all Guests whose date of departure fell in the previous month.

2.4 Payments to Booking.com

2.4.1 Commission shall be invoiced and paid the calendar month after the (scheduled) departure date of the Guest unless:

- (i) the Accommodation has agreed to waive charging the Room Price in accordance with Clause 2.3.4; or
- (ii) a free cancellation has been made through Booking.com in accordance with the Accommodation's cancellation policy.

2.4.2 Commission shall be paid in accordance with the following terms:

- (i) invoices are processed on a monthly basis and shall be made available to the Accommodation through the Extranet. Booking.com may also send the invoices by email to the Accommodation;
- (ii) the Accommodation shall pay the invoice within 14 days of the invoice date;
- (iii) payment shall be made by the Accommodation directly to Booking.com through Facilitated Payment (if applicable) or Direct Debit or, if Direct Debit is not available, by wire transfer to the bank account identified by Booking.com, or solely where the Accommodation (meaning property) is located in the United States of America: by check or credit card. Booking.com may from time to time settle the invoice (in whole or in part) in accordance with Clause 4.4. Other means of payment (such as by check (except for Accommodations (meaning properties) located in the United States of America) or via payment agencies) cannot be processed by Booking.com so will not be accepted unless otherwise indicated by Booking.com. The Accommodation shall bear all bank charges for the transfer of the funds;
- (iv) all Commission payments shall be made in cleared funds without any deduction or set-off in respect of any Taxes, imports, duties, or withholdings of any nature, whether imposed by a governmental, fiscal, or other authority now or in the future. If the Accommodation is compelled to make any such deduction or withholding, it shall pay to Booking.com all additional amounts necessary to ensure receipt by Booking.com of the full (net) amount as specified in the invoice that Booking.com would have received but for the deduction. The Accommodation is responsible and liable for the payment of any Taxes, imports, duties, and withholdings over and above the full (net) Commission payment due from the Accommodation to Booking.com;
- (v) the Commission invoiced by Booking.com shall be paid by the Accommodation in the currency (and if applicable at the exchange rate) specified in the invoice. Booking.com may at its sole discretion prepare invoices in either a major currency (e.g., EUR or USD) or the local currency of the Accommodation. The exchange rate used shall be the interbank rate (closing rate as at 16:00 EST) on the last day of the month to which the invoice period relates as used or promulgated by major international financial banks or service companies from time to time selected by Booking.com.

2.4.3 The Accommodation is responsible for withholding and reporting all Taxes due in relation to the Commission according to the relevant tax regulations and the practices and requests of the tax authorities. The Accommodation shall bear and be responsible for the payment and remittance of the Taxes applicable to the Commission and any associated late payment interest and penalties imposed by the tax authority for failing to withhold and report any Taxes applicable to the Commission. If required, the Accommodation shall be solely responsible for negotiating and agreeing with the relevant tax authorities in relation to the tax treatment of the Commission and any other payments. The Accommodation shall provide Booking.com with copies of tax payment certificates and/or tax exemption certificates upon each remittance of the Commission, at Booking.com's request.

2.4.4 If there is a dispute between Booking.com and the Accommodation (e.g., on the amount of the Commission), the Accommodation shall pay any undisputed part of the Commission in accordance with the terms of the Agreement, notwithstanding the status or nature of the dispute.

2.4.5 If the Accommodation is late in its payment to Booking.com, Booking.com may claim statutory interest, suspend its service under the Agreement (e.g., by suspending the Accommodation from the Platform), and/or require Facilitated Payments, Direct Debit, a deposit, a bank guarantee, or some other form of financial security from the Accommodation.

2.4.6 Booking.com may request the Accommodation to pay a deposit to Booking.com equal to a minimum of the sum of the three highest invoices for Commission due or paid to Booking.com in the prior 12 months or a lower amount as reasonably determined by Booking.com (the "**Deposit**"). The Deposit will be held by Booking.com as security for performance of the payment and other obligations of the Accommodation under the Agreement and will only be requested by Booking.com if the Accommodation is late in its payment to Booking.com. After the Agreement has terminated, Booking.com will repay the Deposit (or any balance remaining after deducting outstanding Commission, shortfall payments, and other costs due to Booking.com) to the Accommodation. The remaining Deposit will be repaid to the Accommodation within 30 days after settlement in full of any of the Accommodation's outstanding obligations and liabilities (including payment of the outstanding Commission). If the outstanding Commission exceeds the Deposit or if the Accommodation frequently fails to pay the Commission when due, Booking.com may request an appropriate additional amount as reasonably specified by Booking.com. Booking.com will monitor the (payment) performance of the Accommodation and may repay the Deposit to the Accommodation at Booking.com's discretion. The amount of the Deposit does not limit or cap the liability of the Accommodation under the Agreement. The Deposit shall not bear any interest.

2.5 Reservation, Guest Reservation, Complaints, & We Price Match

2.5.1 The Accommodation will receive a confirmation for every reservation made by a Guest through the Platform. The confirmation will include the Customer Data, which includes but is not limited to all Guest Personal Data. Booking.com is not responsible for the accuracy and completeness of the information (including credit card details) and dates provided by the Guests. Booking.com is not responsible for the payment obligations of the Guests relating to their reservations. The Accommodation shall on a regular basis (at least daily) check and verify the status of reservations on the Extranet, through its Connectivity Partner (as applicable and available) or such other way as Booking.com may indicate from time to time. Credit card details are

only kept by Booking.com for a limited period of time.

2.5.2 By making a reservation through the Platform a direct legal contract is created between the Accommodation and the Guest (the "Guest Reservation"). Booking.com is not a party to this contract.

2.5.3 The Accommodation must accept a Guest as its contractual counterparty and must handle the online reservation in compliance with the Accommodation Information contained on the Platform at the time the reservation was made and the supplementary information and wishes (if any) were made known by the Guest.

2.5.4 Other than the fees, extras, and charges set out in the reservation confirmation sent by Booking.com to the Guest, the Accommodation shall not charge the Guest any transaction or administration fee or charge for the use of any payment method (e.g., credit card charge).

2.5.5 Complaints or claims in respect of the products or service provided by the Accommodation or specific requests made by Guests shall be managed by the Accommodation without requiring the involvement of Booking.com. Booking.com is not responsible for and has no liability in respect of such complaints or claims. Booking.com may at its sole discretion:

(i) offer customer (support) services to a Guest;

(ii) act as intermediary between the Accommodation and a Guest; and

(iii) provide compensation to the Guest in the event of a material irregularity or complaint in relation to the Accommodation, or may provide alternative accommodation of an equal or better standard in the event of an overbooking, each at the Accommodation's expense.

2.5.6 Where Booking.com is entitled to Rate and Conditions Parity or Rate Parity and a Guest has a valid claim under We Price Match, Booking.com shall promptly notify the Accommodation of the relevant details of the claim. The Accommodation shall immediately adjust the rates available on the Platform so that the lower rate is available for further bookings. The Accommodation shall also immediately adjust the rate in the reservation made by the Guest who brought the claim. When the Guest checks out, the Accommodation shall offer the room at the lower rate and shall either (i) settle the difference between the booked rate and the lower rate by charging the Guest for the lower rate, or (ii) refund (in cash) the Guest the difference between the two rates.

2.5.7 Clause 2.5.6 does not apply to Accommodations (meaning properties) located in No Parity Countries.

2.6 Overbooking & Cancellation

2.6.1 The Accommodation shall provide the Guest with the rooms booked. If the Accommodation is unable to meet its obligations under the Agreement for any reason, it shall promptly inform Booking.com via customer service (customer.service@booking.com) in accordance with the Booking.com overbooking procedure as set out in the Partner Support Center. Unless Booking.com has arranged for (and the Accommodation has verified) alternative accommodation, the Accommodation will use its best endeavors to provide an alternative room(s) of equal or superior quality at its own expense. If no such room is available on arrival, the Accommodation will:

(i) find suitable alternative accommodation of an equal or superior standard to the Accommodation holding the Guest's guaranteed booking;

(ii) provide free private transportation to the alternative accommodation for the Guest and other members of the Guest's party who are listed in the Guest's guaranteed booking; and

(iii) reimburse and compensate Booking.com and/or the Guest for all reasonable costs and expenses (e.g., costs of the alternative accommodation, transportation, telephone costs) incurred by the Guest and/or Booking.com as a result of the overbooking. Any sum due to Booking.com under this Clause 2.6.1 shall be paid by the Accommodation within 14 days after receipt of the invoice.

2.6.2 The Accommodation may not cancel any online reservation. Where any fraudulent activities are alleged or suspected (e.g., in respect of reservations, credit card fraud, money laundering, or payment of the Room Price), Booking.com may cancel the relevant reservation. Where Facilitated Payment has been used, Booking.com may withhold, suspend, or cancel the transfer of any associated funds to the Accommodation, or execute a chargeback of the relevant funds from the Accommodation. Booking.com shall inform the Accommodation of any action that it takes pursuant to this Clause 2.6.2.

2.6.3 Cancellations made by Guests before the point at which a cancellation fee applies will not attract Commission. Cancellations made by Guests after this point will attract Commission in accordance with the terms of the Agreement.

2.7 Credit Cards

2.7.1 This Clause 2.7 is not applicable to reservations paid through Facilitated Payment. Credit card details must be provided to the Accommodation in order to guarantee the reservation. The Accommodation shall at all times accept all major credit cards (including MasterCard, Visa, and American Express) to guarantee a reservation. The Accommodation is responsible for the verification of the validity of the credit card details, the (pre)authorization of the credit card, and for confirming that the limit of credit on the date of the overnight stay booked is sufficient. The

Accommodation shall promptly verify and pre-authorize the credit card when a reservation is made. If the credit card offers no guarantee, the Accommodation will immediately notify Booking.com, and Booking.com will invite the Guest to guarantee the reservation in an alternative manner. If the Guest is unable or unwilling to do this, Booking.com may cancel the reservation at the Accommodation's request. If the credit card (or any alternative guarantee made by the Guest) is not effective or valid for any reason, this shall always be at the risk and for the account of the Accommodation. Reservations canceled by Booking.com pursuant to this Clause 2.7.1 will not attract any Commission.

2.7.2 If the Accommodation takes payment by credit card before the check-in date, it must ensure that the up-front payment conditions, including any rate restrictions and terms and conditions in relation to such prepayment, are clearly explained to Guests in the Accommodation Information.

2.7.3 The Accommodation is responsible for charging the Guest for the stay, no-show fee, and/or charged cancellation, including applicable Taxes for which the Accommodation is liable and which the Accommodation will remit to the relevant tax authorities. Credit cards shall be charged in the same currency as set out in the reservation of a Guest. If this is not possible, the Accommodation may charge the credit card of the Guest in a different currency with a reasonable and fair exchange rate.

2.7.4 In processing payment card information in relation to this Agreement, the Accommodation and its service providers will always comply with the requirements, compliance criteria, and validation processes set out in the then current Payment Card Industry Data Security Standard issued by the major credit card companies.

2.7.5 Where rooms are offered for cash payment only, no credit card details will be made available by Booking.com to the Accommodation as guarantee for the reservation.

2.8 Data Usage & Booking.com Online Services

2.8.1 The Parties shall adhere to Annexes 1 (Data Privacy Guidelines) and 2 (Security & Data Breaches) in relation to the processing of Confidential Data and Personal Data under this Agreement.

2.8.2 Notwithstanding anything to the contrary in the Agreement, the Accommodation agrees to comply with, and to ensure that people acting on its behalf comply with, the Booking.com Business Partner Account Terms of Use, as made available on the Platform.

2.9 Messaging Service

2.9.1 Booking.com may from time to time as part of its service to the Guest and the Accommodation facilitate the communication between the Guest, the Accommodation, and Booking.com (the "**Messaging Service**"). Booking.com may process (including any storage, receipt, access, insight, and screening) communications sent via the Messaging Service (the "**Communications**") for the provision of the Service to the Guest and to the Accommodation.

2.9.2 The Accommodation understands and agrees that Booking.com will process (including storage, receipt, access, insight, and screening) Communications and warrants that it has informed (and, as may be required by applicable laws, obtained all necessary authorizations from) its employees, agents, representatives, staff members, and other individuals prior to their use of the Messaging Service for or on behalf of the Accommodation.

2.9.3 The Accommodation shall not use the Messaging Service to send unsolicited electronic communications to any individual and fully indemnifies Booking.com for any claims from third parties and any fines resulting from the unlawful or unauthorized use of the Messaging Service by the Accommodation.

2.10 Force Majeure

2.10.1 Where a Force Majeure Event occurs, the Accommodation will not charge and will repay, if applicable, the Guests affected by the Force Majeure Event any fee, costs, expenses, or other amount (including the (non-refundable) rate or the no-show, (change of) reservation, or cancellation fee) for:

- (i) any cancellation or change to the reservation made by the Guests; or
- (ii) the part of the reservation that was not used due to the Force Majeure Event.

2.10.2 If there is reasonable and justified doubt, the Accommodation may ask a Guest to provide reasonable evidence of the causality between the Force Majeure Event and their cancellation, no-show, or change of reservation. The Accommodation will provide Booking.com with a copy of such evidence upon request. In order for Booking.com to register any cancellation, no-show, or amendment of the reservation due to a Force Majeure Event, the Accommodation shall inform Booking.com of the number of days actually stayed within two business days after the scheduled check-out date of the no-show or cancellation, or the date of the actual check-out. Booking.com will not charge any Commission in relation to the part of the reservation that is not used due to the Force Majeure Event.

3. LICENSE & DATA

3.1 The Accommodation grants Booking.com a non-exclusive, royalty-free, and worldwide right and license (or sublicense as applicable):

(i) to use, reproduce, have reproduced, distribute, sublicense, communicate, make available in any method, and display the Accommodation's Intellectual Property as provided to Booking.com pursuant to the Agreement, and which is necessary for Booking.com to exercise its rights and perform its obligations under the Agreement; and

(ii) to use, reproduce, have reproduced, process, distribute, sublicense, display, and utilize (including without limitation to publicly perform, modify, adapt, communicate, reproduce, copy, and make available to the public in any manner whatsoever) the Accommodation Information.

3.2 Booking.com may sublicense, make available, disclose, and offer via or in collaboration with an Affiliated Company and/or third-party Platform:

(i) the Accommodation Information;

(ii) the relevant Intellectual Property of the Accommodation;

(iii) the primary point-of-contact details of the Accommodation;

(iv) special offers made available by the Accommodation on the Platform; and

(v) all such further rights and licenses set out in the Agreement.

Booking.com shall have no liability to the Accommodation for any acts or omissions by any third-party Platform.

3.3 Booking.com may display any/all of the content of the Platform on the platforms and websites of third parties. Where the sharing by Booking.com of Guest Personal Data and other Accommodation data with third parties is not necessary for the proper functioning of the Platform, the Accommodation may:

(i) where applicable, amend its data-sharing preferences using the opt-out mechanism in its account settings; or if no opt-out mechanism is available

(ii) contact Booking.com at dataprotectionoffice@booking.com and, if required under applicable Technology and Data Laws, request that the changes to the data-sharing preferences are made.

3.4 The data Booking.com collects in relation to the Accommodation (including its staff members, agents, representatives, and other individuals) or which is generated by the Accommodation's use of the Platform depends on the context of the Accommodation's business relationship and interaction with Booking.com, the choices it makes and the products, services, and features it uses. The data may include:

(i) Personal Data, contact details, financial data, partner service data, partner marketing; and

(ii) verification details, information on insolvencies, fraud detection, law enforcement and tax authority requests, and product usage data and analytics.

The Accommodation may access the data listed at 3.4(i) through the Extranet.

3.5 The data Booking.com collects in relation to Guests depends on the context of the Guest's interaction with Booking.com, the choices the Guest makes, and the products, services, and features they use. The data may include reservation details, payment data, account data, customer service data, reviews, guest marketing, and product usage data and analytics. The Accommodation may access this data (where necessary and in the case of the usage data and analytics in aggregated form) through the Extranet.

3.6 Booking.com has access to the data mentioned in Clauses 3.4 and 3.5 for purposes including, but not limited to:

(i) providing services (including making, administering, and managing reservations or handling payments);

(ii) providing customer service;

(iii) detecting, preventing, and investigating fraudulent and other illegal activities and data breaches;

(iv) analytical and product improvement purposes;

(v) marketing and service updates;

(vi) hosting, technical support, overall maintenance, and maintaining security of such shared data; and

(vii) ensuring compliance with applicable laws.

3.7 Information on how Booking.com collects, uses, shares, or otherwise processes Personal Data is in the privacy statement(s) on the Platform, as updated from time to time.

4. RANKING, GUEST REVIEWS, MARKETING, & FACILITATED PAYMENT

4.1 Ranking

4.1.1 Booking.com aims to display search results relevant to each specific Guest, by providing a personalized default ranking of Accommodations on the Platform. The main parameters determining ranking and the reasons for the relative importance of those main parameters as opposed to other parameters are set out in Annex 4 and on the Platform.

4.2 Guest Reviews

4.2.1 Guests who have arrived or stayed at the Accommodation will be asked by Booking.com to comment on and provide a score for certain aspects of their experience with the Accommodation. Booking.com may post these reviews on the Platform. Booking.com is a distributor and not a publisher of these reviews. Booking.com will assess Guest reviews in accordance with the applicable Policies. Booking.com shall not be liable in relation to Guest reviews shown, or not shown, on the Platform in compliance with applicable law.

4.2.2 Booking.com may at its sole discretion withhold reviews from being made available on the Platform, remove reviews, or request a Guest to provide an amended version of the review if they include or refer to anything that Booking.com reasonably determines to be inappropriate and/or offensive, including but not limited to:

- (i) politically sensitive comments;
- (ii) illegal activities;
- (iii) personal or sensitive information (e.g., emails, addresses, phone numbers, or credit card information);
- (iv) other websites;
- (v) profanity, sexual references, hate speech, discriminatory remarks, threats, insults, or references to violence.

4.2.3 The Accommodation shall not directly or indirectly manipulate or attempt to manipulate Guest reviews (for example, by paying for positive reviews or by posting fake reviews of a competitor property). Any breach of this Clause 4.2.3 shall be a termination event under Clause 7.4(ix) of the Agreement.

4.2.4 The Guest reviews are for the exclusive use of Booking.com. The Accommodation is not entitled to directly or indirectly use the Guest reviews in any way without the prior written consent of Booking.com.

4.3 (Online) Marketing & Pay Per Click Advertising

4.3.1 Booking.com runs online marketing campaigns at its own cost and discretion and may promote the Accommodation using the Accommodation's name in this marketing, including email marketing and pay-per-click advertising.

4.3.2 The Accommodation is aware of the working methods of search engines (e.g., spidering of content and ranking of URLs). If the Accommodation becomes aware of behavior by a third-party platform that breaches its Intellectual Property rights, it shall promptly notify Booking.com in writing with details of the conduct, and Booking.com will use commercially reasonable endeavors to ensure that the relevant third party takes steps to remedy the breach.

4.3.3 The Accommodation agrees not to use, directly or indirectly, the Booking.com brand/logo (including business name, trademark, service mark, or other similar indicia of identity or source) for price comparison purposes or any other purposes whether on the Accommodation platform or on any third-party platform, system, engine, or otherwise, unless approved in advance in writing by Booking.com. The Accommodation shall not directly or indirectly use or create any pay-per-click advertisement on meta or other search sites which directs or redirects to the Accommodation landing page on the Platform where the Accommodation is advertised or promoted. The Accommodation may bid on or use the Booking.com brand for its own web marketing and pay-per-click advertising.

4.4 Facilitated Payment

4.4.1 The Accommodation acknowledges receipt of and accepts the Facilitated Payment Terms as set out in Annexes 3A, 3B, and 3C for facilitation of, among other things, payment of the Room Price by the Guest to the Accommodation and for settlement of the Commission by the Accommodation to Booking.com (as applicable). The Facilitated Payment Terms may be amended from time to time by Booking.com with 15 days prior written notice to the Accommodation.

5. REPRESENTATIONS & WARRANTIES

5.1 The Accommodation represents and warrants to Booking.com that for the term of the Agreement:

- (i) the Accommodation has all necessary rights, power, and authority to use, operate, own (as applicable), (sub)license, and permit Booking.com to make available on the Platform the Accommodation and all Intellectual Property in respect of the Accommodation as set out or referred to in the Accommodation Information;
- (ii) the Accommodation holds and complies with all permits, licenses, and other governmental authorizations, registrations, and requirements

(including mandatory information sharing with authorities) necessary for conducting its business and making the Accommodation available on the Platform for reservation;

(iii) the Accommodation is duly registered with all relevant tax authorities (including applicable statutory (local) revenue collection authorities) as a hotel or other accommodation provider;

(iv) the Accommodation shall not, except with express prior written approval by Booking.com, sell or offer for sale on the Platform any package within the meaning of national laws implementing, relating to, or similar in substance to the Directive (EU) 2015/2302 of the European Parliament and of the Council of November 25, 2015, on package travel and linked travel arrangements (the "**Package Travel Directive**");

(v) except where the Accommodation (meaning property) is located in a No Parity Country (in which case this Clause 5.1 (v) does not apply), or where the Accommodation is incorporated in a Wide Parity Country (in which case the wording of this Clause 5.1 (v) is deleted and replaced by the wording in Annex 5), the prices for the rooms advertised on the Platform are the same or better to the best available price for an equivalent stay as Marketed Online, Published Online, or otherwise made available online by the Accommodation on its own website and a better price cannot be obtained by a Guest making a reservation with the Accommodation directly on its website or app;

(vi) the Accommodation (which includes, for the purpose of this warranty, both the operator and the owner of the property) and its directors and direct, indirect, and ultimate beneficial owners and their directors, and third parties working for, or on behalf of, the Accommodation, are not:

(a) in any way connected to terrorists or terrorist organization(s);

(b) listed on any applicable list of sanctioned or restricted parties/persons, or;

(c) ordinarily resident in or organized under the laws of any jurisdiction subject to comprehensive or other territory-wide sanctions, with which dealings are prohibited under applicable law.

The Accommodation shall not take any action that would breach, or place Booking.com in breach of, applicable sanctions. The Accommodation shall immediately notify Booking.com in the event of an actual or suspected breach of this Clause 5.1 (vi); and

(vii) the Accommodation:

(a) respects the human rights of its staff and customers and does not employ child labor, forced labor, or unsafe working conditions;

(b) does not engage in or permit discrimination on the basis of race, religion, disability, or gender, or cruel or abusive practices in the Accommodation;

(c) pays each employee at least the relevant minimum wage, provides all legally mandated benefits and complies with the laws on working hours and employment rights in the jurisdiction where the Accommodation operates; and

(d) shall not hold any person in slavery or servitude, or arrange or facilitate the travel or stay of another person with a view to that person being exploited.

The Accommodation shall encourage compliance with the standards set out in this Clause 5.1 (vii) by any supplier of goods or services that it uses in performing its obligations under the Agreement.

5.2 Each Party represents and warrants to the other Party that for the term of the Agreement:

(i) it has the full corporate power and authority to enter into and perform its obligations under the Agreement;

(ii) it has taken all corporate action required by it to authorize the execution and performance of the Agreement;

(iii) the Agreement constitutes legal valid and binding obligations of that Party in accordance with its terms; and

(iv) it complies in all material respects with all applicable governmental laws, codes, regulations, ordinances, and rules of the country, state, or municipality under which law the relevant Party is incorporated (and in respect of the Accommodation, also the jurisdiction where the property is located) with respect to the products offered and/or services rendered by such Party.

5.3 Except as otherwise expressly provided in the Agreement, neither Party makes any representations or warranties, express or implied, in connection with the subject matter of the Agreement and disclaims all implied warranties, including all implied warranties of merchantability or fitness for a particular purpose regarding such subject matter.

5.4 Booking.com disclaims and excludes all liability in respect of the Accommodation that is related to:

(i) any (temporary and/or partial) breakdown, outages, downtime, interruption, or unavailability of the Platform, the Service, and/or the Extranet; and

(ii) any (connection to any) Connectivity Partner or Connectivity Services that the Accommodation uses to transmit the Accommodation Information.

5.5 Booking.com provides and the Accommodation accepts the Service, the Platform, and the Extranet on an "as is" and "as available" basis.

Booking.com may make changes to the Service, the Platform, and the Extranet at any time.

6. INDEMNIFICATION & LIABILITY

6.1 Mutual Indemnities

6.1.1 Each Party shall be liable towards, and shall compensate, indemnify, and hold, the other Party and its Affiliated Companies, directors, officers, employees, agents, representatives, and subcontractors harmless for and against any direct damages, losses, liabilities, obligations, costs, claims of any kind, interest, penalties, administrative fees, fines, legal costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) actually paid, suffered, or incurred in relation to:

- (i) a breach of the Agreement by the other Party;
- (ii) gross negligence and willful misconduct; and
- (iii) any claim from a third party based on (alleged) infringement of the third party's Intellectual Property by the other Party.

6.1.2 Each Party is obliged to take adequate measures to avert and reduce potential damages.

6.1.3 Where Booking.com indemnifies the Accommodation, Booking.com may take over a claim and assume the defense in consultation and agreement with the Accommodation and with due observance of both Parties' interests. Neither Party shall make any admission, file any papers, consent to the entry of any judgment, or enter into any compromise or settlement without the prior written consent of the other Party, which shall not be unreasonably withheld, delayed, or conditioned.

6.1.4 Each Party shall notify the other Party as soon as practicable after it becomes aware of a third-party claim. In the event of a third-party claim (including all civil, criminal, administrative, or investigative action, claim, proceeding, demand, charge, action, cause of action, or other proceeding involving losses asserted against a Party brought by a third party), the Parties shall act in good faith and use their commercially reasonable efforts to consult, cooperate, and assist each other in the defense and/or settlement of the claim.

6.1.5 Each Party acknowledges that remedies at law may be inadequate to protect the other Party against any breach of the Agreement. Without prejudice to any other rights and remedies available to the other Party, each Party shall be entitled to injunctive relief and specific performance.

6.2 Accommodation Indemnities

6.2.1 To the maximum extent permitted by law, the Accommodation shall fully indemnify, compensate, and hold Booking.com and its Affiliated Companies, directors, officers, employees, agents, representatives, and subcontractors harmless for and against any direct damages, losses, liabilities, obligations, costs, claims of any kind, interest, penalties, administrative fees, fines, legal costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) in connection with:

- (i) all claims made by Guests concerning inaccurate, erroneous, or misleading Accommodation Information;
- (ii) all claims made by Guests concerning or related to a stay in the Accommodation, overbooking, or canceled (in whole or in part) or wrong reservations, or repayment, refund, or chargeback of the Room Price;
- (iii) claims by Guests relating to We Price Match in circumstances where Booking.com is entitled to Rate and Conditions Parity and where the Guest is charged in excess of the lower applicable rate. Where the Accommodation (meaning property) is located in a No Parity Country, this Clause 6.2.1 (iii) does not apply. Where the Accommodation (meaning property) is located in a Wide Parity Country, this Clause 6.2.1 (iii) does not apply and is deleted and replaced by the alternative wording in Annex 5.
- (iv) all monetary and non-monetary claims from Guests arising pursuant to or in connection with (national laws implementing, relating to, or similar in substance to) the Package Travel Directive, and obligations that Booking.com has, or reasonably deems to have, further to (national laws implementing, relating to, or similar in substance to) the Package Travel Directive; and
- (v) all other claims from Guests which are wholly or partly attributable to the Accommodation (including its directors, employees, agents, subcontractors, representatives, and premises);
- (vi) all claims including costs, expenses, interest, fines, and other liabilities against or brought or incurred by Booking.com in relation to or as a result of:
 - (a) the failure or negligence of the Accommodation to accurately, and in a timely manner, register with the relevant authorities and/or provide information required by law; or
 - (b) the failure or negligence of the Accommodation to accurately, and in a timely manner, pay, collect, remit, or withhold any applicable Taxes levied or based on the Accommodation's services or any other charges relating to the Agreement in the relevant jurisdiction, including any Taxes collected by Booking.com and transferred to the Accommodation for remittance to the relevant tax authority; or

(c) Tax claims against and liabilities on Booking.com for Taxes for which the Accommodation is responsible or liable, or where the obligation to pay, collect, withhold, and remit is by law put on Booking.com for, on behalf, or instead of the Accommodation;

(vii) all monetary and non-monetary claims and investigations by third parties and authorities in connection with the Accommodation's representations, warranties, and obligations pursuant to the Agreement.

(viii) all claims or complaints of non-compliance with applicable laws by Booking.com to the extent that such non-compliance is attributable to the Accommodation in whole or in part (in which case the Accommodation undertakes to pay the appropriate proportion of any related damages or fines to Booking.com).

6.3 Limitation of Liability

6.3.1 Neither Party will be liable to the other Party for any indirect, special, punitive, incidental, or consequential damages or losses, including loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim or any special, indirect, or consequential losses and/or damages, whether such damages are (alleged as) a result of a breach of contract, tort or otherwise, even if advised in advance of the possibility of such damages or losses. All such damages and losses are expressly waived and disclaimed.

6.3.2 Save as otherwise provided for in the Agreement, the maximum liability of one Party to the other Party in aggregate for all claims made against it in a year in connection with the Agreement shall not exceed the higher of:

(i) the aggregate Commission received or paid by that Party to the other Party in the preceding year; and

(ii) EUR 100,000.

This Clause 6.3.2 does not limit the liability of the Parties in relation to tort, fraud, bribery and corruption, willful misconduct or gross negligence, or in relation to the indemnifications in respect of third-party liabilities as set out in Clauses 6.1.1(iii) and 6.2.

7. TERM, TERMINATION, & SUSPENSION

7.1 Unless otherwise agreed, the Agreement shall commence on the date of acceptance by the Accommodation and shall continue for an indefinite period of time. Each Party may terminate the Agreement at any time and for any reason by written notice to the other Party with a notice period of 15 days.

7.2 Each Party may terminate the Agreement (and close the Accommodation on the Platform) or restrict or suspend (all or part of its obligations, covenants, and undertakings under) this Agreement in respect of the other Party, with immediate effect and without a notice of default being required in case of:

(i) a legal or regulatory obligation;

(ii) an imperative reason under applicable law;

(iii) a repeated infringement of the Agreement by the other Party; or

(iv) a (reasonably anticipated or suspected) material breach by the other Party of any term of this Agreement (including but not limited to delay of payment, insolvency, breach of rate parity guarantee (to the extent that the Accommodation (meaning property) is located in a Wide Parity Country), breach of Rates and Conditions Parity (to the extent that the Accommodation (meaning property) is located in a Wide Parity Country), instances of illicit or inappropriate content, fraud or non-compliance with Security Incident notification requirements under Annex 2, the provision of wrong information or receipt of a significant number of Guest complaints); or

(v) (a filing or submission of a request for) bankruptcy, insolvency, or suspension of payment or a similar action or event in respect of the other Party.

7.3 Any notice or communication by Booking.com of "closure" (or similar wording) of the Accommodation on the website shall mean termination of the Agreement. After termination or suspension of the Agreement, the Accommodation shall honor outstanding reservations for Guests and shall pay all commissions (plus costs, expenses, interest if applicable) due on those reservations in accordance with the terms of the Agreement. Upon termination or suspension of the Agreement and notwithstanding Booking.com's right to (permanently) remove the Accommodation from the Platform, Booking.com may keep and maintain the Accommodation page on the Platform, but close availability (status: "closed operations") pending full and final payment of any due and outstanding amounts (including any Commission).

7.4 The following events shall in any event be regarded as a material breach and/or shall entitle Booking.com to immediately terminate (close), restrict or suspend (all or part of its obligations, covenants, and undertakings under) the Agreement (without a notice of default):

(i) failure to pay any of Booking.com's invoices, debit notes, or charges by the due date;

(ii) a bad faith attempt to avoid payment of Commission and/or decrease Commission;

(iii) the provision of inaccurate, outdated, incomplete, misleading, or fraudulent information by the Accommodation, including posting Accommodation

Information of this nature on the Extranet or through a Connectivity Partner;

- (iv) failure to accept a reservation at the price and/or conditions shown on a reservation or non-adherence to the agreed price and/or conditions of a reservation;
- (v) the Accommodation overcharging a Guest;
- (vi) the Accommodation misusing a Guest's credit card or other data in any way (e.g., by charging a Guest's credit card prior to check-in without the Guest's prior consent) or if a data breach occurs;
- (vii) a serious complaint from one or more Guests or a third party;
- (viii) repeated poor ratings or reviews;
- (ix) the Accommodation directly or indirectly manipulating or attempting to manipulate a reservation or the functioning of the Platform (e.g., by manipulating Guest reviews);
- (x) any safety, security, privacy, or health issues or problems relating to the Accommodation or its facilities (the Accommodation shall at its own cost and at the request of Booking.com deliver to Booking.com relevant permits, licenses, certificates, and statements issued by an independent expert evidencing and supporting its compliance with applicable (privacy, safety, and health) laws and legislation);
- (xi) the Accommodation or any Affiliated Party terminates a contract with any Booking.com Affiliated Company without proving cause and/or for convenience;
- (xii) any of Booking.com's Affiliated Companies being legally entitled to terminate a contract for cause with the Accommodation (including a party that directly or indirectly holds or controls or is directly or indirectly held or controlled by the Accommodation);
- (xiii) breach, including any act or event of default or failure to perform any obligation, of any other agreement between the Accommodation and Booking.com or any Booking.com Affiliated Company;
- (xiv) Conduct by the Accommodation which is not compatible with Booking.com's global business model, technology, or the Policies;
- (xv) Booking.com reasonably believes that action is necessary to protect the personal safety or property of Booking.com, Guests, or third parties and to prevent inappropriate, unlawful, or unprofessional physical and/or non-physical behavior and/or acting in bad faith, fraud, or any other unacceptable activity;
- (xvi) Booking.com reasonably believes that the Accommodation is in breach of any of its representations in Clauses 5.1(vi), 5.1 (vii), 5.2(iv), 10.5, and 10.6, or its obligations set out in Clauses 10.1 to 10.4; or
- (xvii) failure by the Accommodation to (timely) provide Booking.com with accurate, complete, and up-to-date information, documents, or other evidence that Booking.com reasonably requests from time to time in connection with its due diligence processes, or to ensure Booking.com's compliance with applicable law, or otherwise.

7.5 When the Agreement is terminated, each Party's rights and remedies in respect of an indemnification or a breach by the other Party will survive. Clauses 2.4, 6, 7.6, 8 to 11 (and such other Clauses that by nature survive termination) shall all survive termination.

7.6 If there is a change of ownership or operator of the Accommodation (meaning property) including any assignment, transfer, or novation of the Agreement, the Accommodation agrees that the new owner or operator may use the Accommodation Information, including the Guest Reviews, that was available to or used by the Accommodation prior to the change of ownership, and shall have access to the relevant (financial and operational) performance, management, and (customer) data. The Accommodation shall in any event remain responsible and liable for all obligations, claims, and liabilities relating to or accrued during the period prior to the change of ownership or operator.

8. BOOKS & RECORDS

8.1 The systems, books, and records of Booking.com (including its financial systems, the Extranet, the Online Reservation Statement, faxes, and/or emails) shall be considered conclusive evidence of the existence and receipt by the Accommodation of the reservations made and the Commission, damages, and costs due to Booking.com under the Agreement, unless the Accommodation can provide reasonable and credible counterevidence.

8.2 The Accommodation shall fully cooperate and provide Booking.com with all reasonably requested information in respect of the identification of the (ultimate beneficial) owner, manager, and/or controller of the Accommodation, the Accommodation's risk profile, and such other due diligence, processes, and purposes as Booking.com reasonably communicates to the Accommodation from time to time. Unless otherwise specified in Booking.com's request, such information shall be provided within fifteen days of Booking.com's request.

8.3 Booking.com may conduct and/or instruct a third party to conduct an inspection or audit of the Accommodation's records (including information relating to data processing or security information) to the extent reasonably necessary to fulfill any legal or reporting obligations of Booking.com, and

where Booking.com reasonably suspects non-compliance with the Agreement by the Accommodation. The Accommodation and its employees, agents, and representatives shall cooperate fully with Booking.com and such third party, providing access to all relevant books, records, premises, personnel, and other information and making copies available as required.

8.4 Booking.com shall bear the costs of any inspection or audit unless it reveals a breach by the Accommodation of any provision of the Agreement, in which case the costs will be met by the Accommodation without prejudice to Booking.com's further rights and remedies in respect of the breach.

9. CONFIDENTIALITY & INFORMATION SHARING

9.1 The Parties understand and agree that in the performance of the Agreement, each Party may directly or indirectly have access to or be exposed to confidential information of the other Party (the "**Confidential Information**"). Confidential Information includes Customer Data, Personal Data, transaction volume, marketing and business plans, business, financial, technical, operational, and such other non-public information that either the disclosing Party designates as being private or confidential or which the receiving Party should reasonably know should be treated as private and confidential.

9.2 Each Party agrees that, unless stipulated otherwise in this Clause 9:

- (i) all Confidential Information shall remain the exclusive property of the disclosing Party. The receiving Party shall not use any Confidential Information for any purpose except in order to meet its obligations under the Agreement;
- (ii) it shall maintain, and shall use prudent methods to ensure its employees, officers, representatives, contracting parties, and agents (the "**Permitted Persons**") maintain the confidentiality and secrecy of the Confidential Information;
- (iii) it shall disclose Confidential Information to Permitted Persons only insofar as it is necessary to meet its obligations under the Agreement;
- (iv) it shall not, and shall use prudent methods to ensure that the Permitted Persons do not copy, publish, disclose to others, or use (other than as permitted under the Agreement) the Confidential Information; and
- (v) it shall return or destroy all hard and soft copies of the Confidential Information when requested to do so by the other Party.

9.3 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it:

- (i) is or becomes publicly known or available through no act or omission on the part of the receiving Party;
- (ii) was held by the receiving Party prior to the date of the Agreement;
- (iii) is disclosed to the receiving Party by a third party who has no obligation of confidentiality with respect to the Confidential Information; or
- (iv) is required to be disclosed by law, court order, subpoena, or governmental authority.

9.4 Notwithstanding Clauses 9.1 to 9.3, Booking.com may disclose any information regarding the Accommodation and/or the Agreement with Booking.com Affiliated Companies. This shall include, but not be limited to, the Confidential Information and information about the Accommodation's performance under the Agreement and its compliance with the Policies. Booking.com will ensure that any Booking.com Affiliated Companies that receive the Confidential Information will be bound by the same obligation of confidentiality by which it is bound.

10. COMPLIANCE

10.1 The Accommodation shall comply with the standards and principles set out in this Agreement and in the Policies, and will participate in relevant training at Booking.com's reasonable request.

10.2 In relation to these Terms and/or the Agreement neither Party (including their employees, directors, officers, agents, and any other representatives) will, directly or indirectly:

- (i) offer, promise, or give to any third party (including any government official or political party's official, representative, or candidate), seek or accept for itself or for another party, any gift, payment, reward, consideration, or benefit of any kind which could be construed as bribery or an illegal or corrupt practice;
- (ii) commit an offense (or facilitate, aid, abet, counsel, or procure the commission of an offense) of cheating the public revenue or being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of any tax;
- (iii) engage in any activity which may constitute an offense under applicable laws prohibiting dealings with the proceeds of crime and/or the financing of terrorism; or
- (iv) take any action that would breach (and/or, in the case of the Accommodation, would place Booking.com in breach of) applicable sanctions or restrictions including those established by the UN, EU, UK, US, and any other territory with jurisdiction over the Parties.

10.3 Each Party (including their employees, directors, officers, agents, and any other representatives) will:

- (i) comply with Financial Crime Requirements;
- (ii) put in place and maintain its own policies and procedures to ensure compliance with the Financial Crime Requirements and will enforce them where appropriate; and
- (iii) provide appropriate training to its personnel on compliance with Financial Crime Requirements, policies, and procedures.

10.4 The Accommodation shall immediately notify Booking.com if there is an actual or suspected breach, whether by the Accommodation or by any of its employees, directors, officers, agents, or other representatives, of this Clause 10.

10.5 Due to Financial Crime Requirements, Booking.com will only make the Service available to and process, facilitate, make, and/or accept payments to or from a bank account (the "**Bank Account**") that, unless otherwise agreed by the parties in writing, is held by the Accommodation and is either:

- (i) related to the jurisdiction where the Accommodation (meaning legal entity) is located and/or has its principal place of business; or
- (ii) located in a jurisdiction that at the date of this Agreement participates in the Single Euro Payments Area scheme (as described in Directive 2007/64/EC (EU) of the European Parliament and of the Council).

10.6 The Accommodation represents and warrants that (notwithstanding the jurisdiction of the Bank Account):

- (i) it holds and complies with all permits, licenses and other governmental licenses, permits, and authorizations necessary for conducting, carrying out, and continuing its operations and business (including holding and using the Bank Account);
- (ii) it is the holder of the Bank Account;
- (iii) the payment to and transfer from the Bank Account is at arm's length and in accordance with all applicable laws, legislation, codes, regulations, ordinances and rules, and not in violation of any applicable anti-money laundering, anti-corruption, anti-terrorist financing, anti-tax evasion, or any other anti-financial crime law, treaty, regulation, code, or legislation; and
- (iv) the Bank Account is not (directly or indirectly) used for money laundering, terrorist financing, tax evasion (or the facilitation thereof), tax avoidance, breaches of financial sanctions, financial crime, or other illegal activities.

11. MISCELLANEOUS

11.1 Neither Party may assign, transfer, and/or encumber any of its rights and/or obligations under the Agreement (other than to a Booking.com Affiliated Company) without the prior written consent of the other Party. No assignment, novation, or transfer by the Accommodation shall relieve it of its obligations under the Agreement.

11.2 All notices and communications must be in English. They must be in writing and sent through the Extranet inbox facility, or by fax, email, or nationally recognized overnight air courier using the contact details as communicated by each Party from time to time.

11.3 This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, binding, and non-binding offers, undertakings, or statements regarding such subject matter and the Accommodation.

11.4 If there is a conflict between these terms and an Annex, the Annex shall prevail. If any provision of the Agreement is or becomes invalid or non-binding, the Parties shall remain bound by all other provisions, and shall replace the (element of the) invalid or non-binding provision with provisions that are valid and binding and that have as similar an effect as the invalid or non-binding provision as possible.

11.5 Unless set out otherwise in the Agreement, the Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands. Any disputes arising out of or in connection with the Agreement shall exclusively be submitted to and dealt with by the competent court in Amsterdam, the Netherlands.

11.6 Nothing in the Agreement shall prevent or limit Booking.com in its right to bring or initiate any action or proceeding or seek interim injunctive relief or (specific) performance before or in any competent courts and under the laws of the jurisdiction where the Accommodation is established or registered. The Accommodation waives its right to claim any other jurisdiction or applicable law to which it might have a right.

11.7 The original English version of the Terms has been translated into other languages. If there is any discrepancy between the English version and any translation of the Terms, the English version shall prevail. The English version shall be used in legal proceedings. The English version is available on the following website and will be sent to the Accommodation on written request:

<https://admin.booking.com/hotelreg/terms-and-conditions.html?cc1=us&lang=en>.

11.8 The Agreement may be entered into online or by executing a separate counterpart in hardcopy or by PDF or fax copy, each of which shall be deemed an original and will be valid and binding. By registering and signing up for the Booking.com partner program as an accommodation partner, the Accommodation agrees, acknowledges, and accepts the terms and conditions of the Agreement. The Agreement does not need any chop or seal

to make it valid, binding, and enforceable.

11.9 The Accommodation agrees to fully compensate and indemnify Booking.com B.V. for all damages, losses, claims, penalties, fines, costs, and expenses suffered, paid, or incurred by Booking.com B.V. (or any of its Affiliated Companies, directors, officers, employees, agents, representatives, and subcontractors) for any (threatened or alleged) claim or penalty from any government, authority, organization, company, party, or person that the payment to, through, or from the Bank Account is illegal or a violation of any applicable Financial Crime Requirements.

11.10 Booking.com and/or its affiliated companies may offer financial products and/or services ancillary to the Guest's Reservation on the Platform (e.g. room cancellation insurance products). The Accommodation may not offer similar financial products on the Platform.

11.11 Booking.com may from time to time update and amend the Terms, subject to prior communication to the Accommodation and a notice period of at least 15 days. During the notice period the Accommodation may terminate the Agreement if it chooses to do so. Any updated or amended version shall replace and supersede the then current version with effect from the date specified in the notice.

Annex 1

DATA PRIVACY GUIDELINES (the "Guidelines")

1. SCOPE, DEFINITIONS, & INTERPRETATION

1.1 Precedence

1.1.1 Except as otherwise provided for in the Guidelines, the terms and conditions of the Agreement remain unchanged and in full force and effect.

1.2 Booking.com Services

1.2.1 The Accommodation is aware that the Service is operated by Booking.com B.V. located in Amsterdam, the Netherlands. Where an affiliate of Booking.com (rather than Booking.com B.V. itself) is a Party to the Agreement, any reference in the Guidelines to Booking.com shall also refer to the affiliate of Booking.com B.V. as applicable.

1.2.2 If the Personal Data related to Guest reservations, including but not limited to reservation details, requests, and updates, as well as check-in data ("**Guest Personal Data**") is not exclusively and directly processed by the Accommodation (as may be the case where, for example, the Accommodation is or represents a chain, property management company, etc.), this Annex shall apply to the Accommodation that is ultimately processing the Guest Personal Data. Booking.com may consider the Accommodation (whether or not the entity contracting with it) to be the (sole) Data Controller of any Guest Personal Data processed in the context of the Agreement.

1.3 Definitions

1.3.1 Unless defined otherwise in the Guidelines, capitalized terms have the same meaning as set out in the Agreement.

1.4 Notifications

1.4.1 Except as otherwise provided for in the Guidelines, any notification or correspondence by the Accommodations in relation to the Guidelines shall be sent to dataprotectionoffice@booking.com.

2. PRIVACY & DATA PROTECTION

2.1 Relationship

2.1.1 Where any Party processes Personal Data in the context of the Agreement, it does so for its own purposes as an independent and separate Data Controller, and shall be solely responsible for its own compliance with Technology and Data Laws.

2.1.2 If Booking.com transmits or makes Personal Data available to the Accommodation pursuant to the Agreement, the Accommodation acts as an independent and separate Data Controller in relation to its own processing of such Personal Data, irrespective of whether such data is obtained directly or indirectly through a Connectivity Partner.

2.1.3 Neither Party processes any Personal Data on behalf of the other Party. The Parties have not jointly determined the purposes and means of any processing of Personal Data in the context of the Agreement.

2.1.4 Notwithstanding the above, if the Parties jointly determine the purposes and means of any processing activity in the context of the Agreement, they shall determine in good faith their respective responsibilities for compliance with the obligations under Technology and Data Laws.

2.2 Sharing Personal Data

2.2.1 The Accommodation undertakes to transmit or make Personal Data available to Booking.com where such disclosure is permitted under applicable laws, including Technology and Data Laws.

2.2.2 The Accommodation may request that Booking.com disclose Guest Personal Data to other partners, service providers, or affiliates of the Accommodation ("**Accommodation Partners**"), or to systems where such Personal Data may be accessed by Accommodation Partners, in order to manage or facilitate the reservation between the Guest and the Accommodation. Any such disclosure is made solely on behalf of and at the instruction of the Accommodation, which instructions the Accommodation may modify at any time, and shall not be construed to be a disclosure made by Booking.com. The Accommodation represents and warrants that it has all necessary rights, authorizations, and permissions to disclose Guest Personal Data to the Accommodation Partners.

2.2.3 Each Party may transmit or make Personal Data available to Affiliated Companies if such disclosure is permitted under applicable laws, including Technology and Data Laws.

2.2.4 The Parties understand and agree that Booking.com will transmit or make available to the Accommodation the Customer Data and Guest Personal Data. The Accommodation shall process the Customer Data and Guest Personal Data only to the extent necessary to perform its obligations under the Agreement, as otherwise agreed to between the Parties in writing, if the Accommodation has a legal ground including consent from the Guest where necessary, and always in accordance with Technology and Data Laws.

2.2.5 Booking.com shall only transmit or make Guest Personal Data available to the Accommodation through a Connectivity Partner in accordance with the terms of the Agreement and on the basis that:

- (i) the Connectivity Partner shall be engaged by the Accommodation to provide the Connectivity Services, and acts as a data processor (i.e., a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of the Data Controller) on behalf of the Accommodation;
- (ii) the Accommodation requests that Booking.com transmits or makes available the Guest Personal Data to the Connectivity Partner (for processing by the Connectivity Partner for purposes set by the Accommodation alone) rather than directly to the Accommodation; and
- (iii) the Connectivity Partner shall not process any Guest Personal Data on behalf of Booking.com.

2.2.6 Booking.com shall make Guest Personal Data available to the Accommodation on the Extranet for a period of thirty (30) days (or by any other means and for any other period as determined by Booking.com and notified to the Accommodation in advance) after the end of a Guest's stay or the date of cancellation. Booking.com has no obligation to make the Guest Personal Data available to the Accommodation beyond this point.

2.3 Transparency

2.3.1 Each Party shall process the Personal Data of/relating to the other Party (and/or any person acting on its behalf) in accordance with the privacy statement made available to the data subjects in a transparent manner prior to or at collection of the Personal Data by such Party or, as permitted by Technology and Data Laws, rapidly thereafter. The Accommodation may refer to its own privacy statement in relation to Guests and their Personal Data within the information that it publishes through the Service.

2.3.2 Booking.com shall process any Personal Data collected and relating to the Accommodation and/or any persons acting on its behalf in accordance with the Booking.com Privacy Statement for Business Partners (available on the Platform) and as amended by Booking.com from time to time.

2.3.3 The Accommodation warrants that, in accordance with Technology and Data Laws, where it provides Personal Data to Booking.com it has informed its staff members, agents, representatives, and other individuals about, and where necessary obtained their consent to, the collection and processing of their Personal Data by Booking.com in relation to the Agreement.

2.4 Cooperation

2.4.1 Each Party shall provide all reasonable cooperation, assistance, and information to enable the other Party to comply with its obligations under Technology and Data Laws, at its own cost. Each Party shall assist the other Party to:

- (i) respond to requests from competent authority (including supervisory authorities) in relation to the Personal Data processed and shared in the context of the Agreement;
- (ii) respond to requests from data subjects wishing to exercise their privacy rights, including their rights under Technology and Data Laws;
- (iii) conduct assessments to validate compliance with applicable law, including Technology and Data Laws.

2.5 Data Transfer to Third Countries

2.5.1 The Parties shall ensure that Personal Data is only transferred to or accessed by recipients outside the European Economic Area ("**Third Country**") if such transfer is in accordance with applicable Technology and Data Laws.

2.5.2 In the case of any transfer going to a Third Country, the Parties shall ensure that, where the country of destination of the transfer has not been recognized by the European Commission as providing an adequate level of data protection, the Parties put in place the appropriate technical,

organizational, and contractual measures to comply with Technology and Data Laws.

2.5.3 The Parties acknowledge that any transfer of Personal Data by Booking.com under the Agreement is necessary for one or both of the Parties to conclude or perform a contract with the Guest and/or is in the Guest's interests, without prejudice to the Parties' right to conclude that for certain transfers another justification for transfer may also apply.

2.5.4 If any Third Country authority makes a request for access to Personal Data, the Party receiving the request undertakes to correctly assess its legality and legitimacy before responding, and to take appropriate steps in response.

Annex 2

SECURITY & DATA BREACHES

1. Security Measures

1.1 Each Party shall implement and maintain appropriate technical and organizational security measures:

(i) to safeguard the confidentiality, integrity, availability, and continuity of Personal Data and Confidential Information transmitted, stored, or otherwise processed in the context of the Agreement (whether under such Party's direct or indirect control), in accordance with the prevalent and current high-security standards in the industry, notably through measures such as encryption and pseudonymization (in particular in the context of any international transfer of Personal Data);

(ii) to detect, cure, and prevent breaches of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized use, transfer or disclosure of, or access to such Confidential Information or Personal Data transmitted, stored, or otherwise processed in the context of the Agreement ("**Security Incident**"), taking into account any trends in relation to Security Incidents in the industry and in accordance with applicable laws, the state-of-the-art and industry standards, including notably monitoring systems, alert systems, backup procedures, and firewalls;

(iii) to comply with good practices relevant to physical security and information security, in relation to any such Confidential Information and Personal Data.

1.2 The Accommodation shall not carry out any act or make any omission that has or could reasonably be expected to have an adverse impact on the security of the Service or System.

1.3 Each Party shall use reasonable efforts to:

(i) ensure that its computer systems, database, servers, API connections, and integrations do not and will not render inoperable software, hardware, or security measures of the other Party or contain any materials which may have a detrimental, deleterious, or adverse effect on or cause damage to the other Party, including but not limited to worms, viruses, Trojan horses, corrupted files, cracks, bugs, or unauthorized or hidden programs or other materials;

(ii) prevent and detect social engineering activities from third parties, including account takeovers, that may result in a Security Incident relating to the Extranet; and

(iii) safeguard and keep the user ID and password of the Extranet confidential and secure, and shall not disclose the user ID and password to any person other than those who need to have access to the Extranet to fulfill their job responsibilities.

2. Security Incidents & Personal Data Breach

2.1 If the Accommodation becomes aware of, or has reasonable grounds to suspect that there may be, a Security Incident that may jeopardize the Platform or Booking.com's systems, database, information, data, servers, connections, integration, website, as well as the Extranet and any Confidential Information or Personal Data stored, transmitted, or otherwise processed in the context of the Agreement including via a Connectivity Partner, the Accommodation shall:

(i) immediately take all reasonable and appropriate actions required by the situation, even prior to any consultation with Booking.com under Clause 2.1(ii), to prevent, avoid, or mitigate any harm to or adverse effects for Booking.com and Guests; and

(ii) notify Booking.com via <https://report.booking.com> without undue delay and always within 24 hours of any actual or suspected Security Incident, and consult with Booking.com on the reasonable and appropriate actions to be taken, without prejudice to Clause 2.1(i);

(iii) subject to limitations existing under applicable laws, be responsible for proactively providing all necessary information to Booking.com to ensure that Booking.com remains fully informed and able to undertake its own investigation related to the cause, mitigation measures taken, and damages incurred or likely to be incurred by the Parties and third parties in relation to the Security Incident;

(iv) cooperate with Booking.com in taking any reasonable and appropriate action to address the Security Incident and mitigate the risk of a similar

Security Incident materializing in the future.

2.2 Subject to mandatory requirements under applicable law, the Accommodation:

(i) shall use its best efforts to consult with Booking.com and take into account its reasonable requirements as to timing, content and manner of disclosure or notification, and recipient prior to making any disclosure or notification to any third party (including any supervisory authority) in relation to a Security Incident;

(ii) acknowledges and agrees that Booking.com retains the right to voluntarily inform any third party (including any supervisory authority and Guests) about any Security Incident; and

(iii) shall not notify Guests or any other third party of a Security Incident involving Personal Data that Booking.com hosts or stores on the Extranet without prior written authorization from Booking.com.

2.3 Booking.com shall notify the Accommodation without undue delay in the event of any Security Incident that detrimentally and materially affects it. Booking.com shall not be required to notify the Accommodation of any outage, downtime in general, or other defect that does not specifically affect that Accommodation.

Annex 3A

FACILITATED PAYMENT FOR ALL TRANSACTIONS EXCEPT THOSE TO WHICH ANNEXES 3B AND 3C APPLY

1. Scope, Definitions, & Interpretation

1.1 This Annex 3A forms an integral part of the Agreement and must be read in conjunction with the Agreement. Except as otherwise provided for in this Annex 3A, the terms and conditions of the Agreement remain unchanged and in full force and effect.

1.2 Unless defined otherwise in this Annex 3A, capitalized terms have the same meaning as set out in the Agreement. References in this Annex 3A to Clauses shall mean Clauses in this Annex 3A, unless otherwise specified.

2. Facilitated Payment

2.1 Booking.com may offer Facilitated Payment services. Booking.com may from time to time engage a third party to facilitate and process payments under the Facilitated Payment (the "**Payment Processor**"). Booking.com contracts with Payment Processors for the purposes of collecting payments from Guests and transferring funds to and settling funds with Accommodations.

2.2 Any payment made by a Guest to Booking.com or a Payment Processor as agent for the Accommodation shall satisfy and discharge a corresponding amount of the Guest's debt to the Accommodation. Booking.com may, to the extent permitted by law, charge or require compensation from the Accommodation for costs and expenses, plus Taxes (if applicable), for and related to the Facilitated Payment service and the underlying payment transaction (including the fees, costs, and other amounts as charged by its payment processors, banks, or credit card companies for such transaction) (the "**Facilitated Payment Fees**"). The Accommodation shall pay the Facilitated Payment Fees in accordance with the terms of the invoice.

2.3 If Booking.com (via the Payment Processor) fails to transfer any funds due to the Accommodation under the Facilitated Payment, the Accommodation will have recourse only against Booking.com and not against the Guest directly.

3. Room Price

3.1 The Room Price will be collected and processed by the Payment Processor, in accordance with the payment policy of the Accommodation (to the extent applicable) as disclosed on the Platform.

3.2 The Accommodation shall not charge, request payment of, or collect any amount from the Guest that has not already been included in the Room Price, unless Booking.com has indicated that certain Taxes, fees, charges, add-ons (e.g., breakfast), or other amounts are not included in the Room Price (the "**Excluded Elements**").

3.3 The Room Price shall be transferred by Booking.com to the Accommodation, subject to the rules set out in Clauses 3.3, 3.4, and 6.1 to 8.1 of this Annex. One of the following amounts, as agreed between the Parties from time to time, will be transferred to the Accommodation:

(i) the balance of the Room Price minus due and outstanding Commission (if permitted), fees, costs and expenses, and other amounts due to Booking.com, or the equivalent thereof in another currency (the "**Net Amount**"); or

(ii) the Room Price minus amounts that Booking.com is required to withhold under local laws or regulations, or the equivalent thereof in another currency (the "**Gross Amount**").

3.4 The transfer may be effected by bank transfer (in which case the Net Amount or the Gross Amount shall be transferred) by providing the

Accommodation with a virtual credit card (the "**Virtual Card**") (in which case only the Gross Amount shall be transferred), or as otherwise communicated in writing by Booking.com.

4. Use of Facilitated Payment Funds

4.1 Booking.com may from time to time use the Facilitated Payment and/or other (online) payment methods such as virtual credit cards for:

- (i) (pre)payment of the Room Price by the Guest to the Accommodation through the Payment Processor;
- (ii) settlement and/or payment of any Commission, Facilitated Payment Fees, and/or other amounts due to Booking.com from the Accommodation; and
- (iii) offsetting any Commission, Facilitated Payment Fees, and/or other amounts due to Booking.com from the Accommodation against the Room Price processed at any time through the Payment Processor.

4.2 If there are insufficient funds to settle and pay all amounts due to Booking.com, Booking.com may collect the deficit from the Accommodation by Direct Debit (if available), or offset it against the Deposit (if applicable) or instruct the Accommodation which shall upon first request of Booking.com pay the deficit to the bank account as from time to time identified by Booking.com.

5. Taxes

5.1 Unless mandatory local law requires otherwise, and until otherwise communicated in writing by Booking.com, the Accommodation shall be responsible for the collection, remittance, withholding, and payment to the relevant (tax) authorities (as applicable) of:

- (i) the relevant Taxes on the Room Price and on any extras and amounts not included in the Room Price; and
- (ii) the Taxes on the Commission.

5.2 If, pursuant to Clause 4.1 of this Annex, Booking.com uses the Room Price collected from a Guest (as the limited purpose agent of the Accommodation) for the settlement and payment of any Commission, Facilitated Payment Fees, and/or other amount due and outstanding from the Accommodation, the Accommodation shall nevertheless remit to the appropriate tax authority all Taxes owed in relation to that Guest Reservation, except where mandatory state or local law requires that Booking.com perform such collection and remittance. Where Booking.com is required to collect and remit Taxes directly to the appropriate tax authority, Booking.com will do so and will inform the Accommodation accordingly.

6. General Rules Related to Any Transfer

6.1 Booking.com may without notice suspend payment of the Net Amount or Gross Amount if it suspects fraud or other illegality associated with the transaction. Guest reservations involving alleged or suspected fraud will be canceled. Where a non-refundable Guest reservation is canceled in accordance with this Clause 6.1, the Accommodation will still be paid provided there is no alleged or suspected involvement of the Accommodation.

6.2 Notwithstanding Clause 6.1, payment of the Net Amount or Gross Amount may be suspended if Booking.com suspects a breach of the Agreement by the Accommodation.

6.3 Any Net Amount or Gross Amount held by a bank, Payment Processor, or third party in accordance with this Annex shall not accrue interest.

6.4 If the Accommodation lists a Room Price in a specified currency it shall receive that amount in that currency. If the Accommodation tries to accept settlement or payment of the Room Price into an account with a different currency denomination to the Room Price or otherwise attempts its own currency conversion of the settlement amount, the Accommodation shall bear all currency exchange risk, including conversion of the Room Price. The Accommodation agrees and acknowledges that due to fluctuating currency exchange rates and costs/fees charged by banks, credit card companies, and other intermediaries for the collection, processing, and payment of the relevant amounts, there may be differences between the Room Price (as uploaded by the Accommodation in the system), the collected amount, and the amount received by the Accommodation.

6.5 If Booking.com is required by law, court order, (semi-)governmental instruction or order, arbitrational decision (or similar ruling), subpoena, or cancellation policy to make a refund of all or part of the Room Price to the Guest, or if it reasonably believes that the Accommodation has engaged in fraudulent activities, Booking.com reserves the right to claim from the Accommodation repayment of such amount (re)paid to Guest but received by the Accommodation. Payment by the Accommodation under this Clause 6.5 shall be made within 14 days of the request by Booking.com.

6.6 Where the Accommodation agrees to a refund of a fully or partially paid non-refundable Room Price (or part thereof), Booking.com may settle the relevant amount with the Guest on behalf of the Accommodation. Where the relevant amount has already been transferred to the Accommodation in accordance with this Annex, the Accommodation shall repay the relevant amount to Booking.com in the manner reasonably requested by Booking.com. Where the relevant amount has not been transferred to the Accommodation in accordance with this Annex, Booking.com shall not transfer and/or may stop the transfer of the relevant amount.

6.7 Booking.com may charge Commission on the Room Price collected and transferred to the Accommodation in the event of a no-show or cancellation. In the event of an overbooking, the Commission shall be calculated in accordance with the terms of the Agreement.

6.8 Unless otherwise required by applicable law, the Accommodation shall issue an invoice to the Guest for the full amount of the reservation (including/plus all applicable Taxes as required by applicable laws). The Accommodation shall not invoice (or send an invoice to) Booking.com for the reservation or stay. Nothing in the Agreement shall constitute or imply that Booking.com acts or operates as a principal, merchant, or (re)seller of the room.

7. Payment via Virtual Card

7.1 The Accommodation may not authorize or charge the Virtual Card until the date on which the Guest's reservation becomes non-refundable or, without prejudice to Booking.com's other rights under this Agreement, from such other date as Booking.com may communicate if Booking.com:

- (i) seeks to limit its (overall) financial exposure;
- (ii) suspects the payment to be at risk of becoming the subject of a chargeback; or
- (iii) suspects fraud or other illegality associated with the transaction.

7.2 The Virtual Card is only valid for the reservation, the amount, and the currency specified on the confirmation of the reservation to which it was assigned. The Accommodation shall collect the Gross Amount by charging the Virtual Card during the time period ending 12 months after the date of the Guest's check-out (the "**Cut-Off Date**"). Prior to the Cut-Off Date, Booking.com shall use commercially reasonable efforts to inform the Accommodation of the Gross Amount or any portion available for collection by the Accommodation. By informing the Accommodation of the (portion of the) Gross Amount that is available for collection by the Accommodation, any obligations that Booking.com may have under applicable law to inform the Accommodation shall be discharged.

7.3 If the Accommodation fails to collect (any portion of) the Gross Amount on or prior to the Cut-Off Date, from the Cut-Off Date:

- (i) the Virtual Card shall be deactivated;
- (ii) the Accommodation's rights and claims to such amount (including any right of set-off) shall automatically cease to exist; and
- (iii) Booking.com shall have full right, title, and interest in and to such amount.

7.4 From and after the Cut-Off Date, the Accommodation, without further action, hereby releases and forever discharges Booking.com from any and all claims related to the Gross Amount (explicitly including claims related to (any portion of) the Gross Amount insofar as it has not been collected by the Accommodation prior to the Cut-Off Date). The Parties expressly agree that the Gross Amount (or any portion thereof) retained by Booking.com after expiration of the Cut-Off Date does not constitute Commission or other consideration paid by the Accommodation to Booking.com for the provision of Services under the Agreement.

8. Payment via Bank Transfer

8.1 The Accommodation shall provide correct Bank Account details to Booking.com. Booking.com shall transfer the Net Amount or Gross Amount to the Bank Account. The Accommodation shall bear all risk arising from incorrect information being provided to Booking.com such as incorrect Bank Account details. Payment of the Net Amount or Gross Amount by bank transfer will be made within 14 days of the end of the month in which the Guest has checked out, unless otherwise communicated by Booking.com. The Accommodation may ask Booking.com to change the transfer method from bank transfer to Virtual Card in respect of future payments of the Room Price.

Annex 3B

FACILITATED PAYMENT TERMS FOR ACCOMMODATIONS THAT SIGNED PAYMENT PROCESSING DOCUMENTATION WITH A PAYMENT PROCESSOR THROUGH THE PLATFORM

1. Scope, Definitions, & Interpretation

1.1 This Annex 3B forms an integral part of the Agreement and must be read in conjunction with the Agreement. Except as otherwise provided for in this Annex 3B, the terms and conditions of the Agreement remain unchanged and in full force and effect.

1.2 Unless defined otherwise in this Annex 3B, capitalized terms have the same meaning as set out in the Agreement. References in this Annex 3B to Clauses shall mean Clauses in this Annex 3B, unless otherwise specified.

2. Facilitated Payment

2.1 The Accommodation agrees and acknowledges that Booking.com may offer Facilitated Payment services.

2.2 Booking.com may from time to time allow a third party (the "**Payment Processor**") to operate through the Platform for the purposes of enabling Facilitated Payment. This Annex 3B shall apply if the type of Facilitated Payment arranged involves the Payment Processor:

- (i) providing services to, and under a direct contractual relationship with, the Accommodation by acquiring and/or otherwise collecting:
- a. payments from Guests on behalf of the Accommodation in respect of those payment methods serviced by the Payment Processor;
 - b. payments from Booking.com to the Accommodation;
 - c. amounts to which Booking.com is entitled to under this Agreement; and/or
 - d. payments from the Accommodation to Booking.com,
- ("Processed Payments"); and
- (ii) paying the Processed Payments directly to the Accommodation or Booking.com (as applicable),
- (the "Payment Processor Services").

2.3 The Parties acknowledge that Facilitated Payment under this Annex 3B involves:

- (i) a separate contractual agreement between the Accommodation and the Payment Processor (the "Payment Processing Documentation") to which Booking.com will not be a party; and
- (ii) A separate contractual agreement to which the Accommodation is not a party, and pursuant to which Booking.com allows the Payment Processor to offer the Processing Services to Accommodations through the Platform (the "Booking-Processor Documentation").

2.4 If the Accommodation elects to use the Payment Processor Services and agrees to be bound by the Payment Processing Documentation:

- (i) the Accommodation hereby authorizes Booking.com to perform any steps necessary to effect that choice and to allow the Accommodation to open a new account with the Payment Processor, and/or to integrate any existing account of the Accommodation with the Payment Processor;
- (ii) the Accommodation shall use all reasonable endeavors to assist Booking.com in the performance of its obligations in connection with the Facilitated Payment. The Accommodation shall provide such information to or as directed by Booking.com as required for the provision of Facilitated Payment and for the identification of the Accommodation for regulatory reasons (including the prevention of fraud, money laundering, and terrorist financing); and
- (iii) the Accommodation authorizes Booking.com to share information regarding the Accommodation with the Payment Processor.

2.5 The Accommodation shall provide all information to or as directed by Booking.com that is required to enable the Payment Processor to make pay-outs in respect of Processed Payments. The Accommodation shall ensure that all information provided by it to Booking.com is complete and accurate, shall bear all losses arising from any incorrect information being provided to Booking.com, and shall indemnify Booking.com against all liabilities, losses, costs, and expenses which Booking.com may suffer or incur as a result of any such information being incorrect or incomplete. The Accommodation authorizes Booking.com to give instructions to the Payment Processor on behalf of the Accommodation in respect of the collection, processing, and pay-out of Processed Payments, including any refunds, reversals, returns, disputes, balance adjustments, chargebacks, or other related matters. The Accommodation authorizes Booking.com to share these instructions with the Payment Processor.

2.6 The Accommodation shall use the Payment Processor Services only for collecting the Processed Payments, and shall comply with its obligations under the Payment Processing Documentation. The Accommodation shall indemnify Booking.com against all liabilities, losses, costs, and expenses which Booking.com may suffer or incur (including but not limited to under the Booking-Processor Documentation) as a result of any failure by the Accommodation to perform any of its obligations when due or as a result of the misuse of any Payment Processor Services by any third party unless such misuse results from the willful default or negligence of Booking.com, its employees, or agents.

2.7 The provision of Payment Processor Services by the Payment Processor to the Accommodation is at the discretion of the Payment Processor and may be withdrawn at any time by the Payment Processor in accordance with the terms of the Payment Processing Documentation. Booking.com shall have no liability for any decision of the Payment Processor not to make or to cease making the Payment Processor Services available to the Accommodation (whether justified or not) or for any breach or delayed performance by the Payment Processor of any obligations owed by it to the Accommodation in respect of the provision of the Payment Processor Services. Booking.com shall have no obligation to ensure that Payment Processor Services are at all times available to the Accommodation.

2.8 Booking.com may at any time give notice to terminate or suspend the availability or operation of Facilitated Payment in whole or in part in the event of any alleged or suspected credit card fraud, sanctions breach, or breach of contract in relation to the Accommodation or any Processed Payment. Booking.com and the Payment Processor may share information (subject to each party's privacy and legal obligations) related to any actual or suspected fraud or misuse of the Payment Processor Services.

2.9 Booking.com may (cross) charge to, or require compensation from, the Accommodation for any fees, costs, or expenses incurred by Booking.com in allowing the provision of the Facilitated Payment and the Payment Processor Services to occur through the Platform, including but not limited to any fees payable under the Booking-Processor Documentation plus Taxes (if applicable). The Payment Processor shall not charge the

Accommodation for the Payment Processor Services, unless this is set out in the Payment Processing Documentation. Payment shall be due in accordance with the terms of Booking.com's invoice and Booking.com is hereby irrevocably authorized by the Accommodation to give an instruction to the Payment Processor for the payment of any such amount to Booking.com from Processed Payments.

2.10 The Accommodation hereby authorizes Booking.com to, from time to time as necessary, instruct the Payment Processor to pay to Booking.com from Processed Payments such amounts as are required to settle the due and outstanding Commission, and/or such other amounts owed by the Accommodation to Booking.com. If there are insufficient funds to settle and pay all amounts due to Booking.com or if Booking.com does not give any such instruction, Booking.com may collect the deficit from the Accommodation by Direct Debit (if available), or offset it against the Deposit (if applicable) or may instruct the Accommodation which shall upon first request of Booking.com pay the deficit to such bank account as from time to time identified by Booking.com.

2.11 The Room Price will be collected and processed by the Payment Processor in accordance with the payment policy of the Accommodation for the relevant reservation as disclosed on the Platform, and with the other provisions of the Agreement, to the extent applicable. The Accommodation agrees and accepts that the Room Price may be paid by the Guest in a different currency from the currency specified in the Accommodation Information.

2.12 If the Accommodation lists a Room Price in a specified currency, it shall receive that amount in that currency. If the Accommodation tries to accept settlement or payment of the Room Price into an account with a different currency denomination to the Room Price or otherwise attempts its own currency conversion of the settlement amount, the Accommodation shall bear all currency exchange risk, including conversion of the Room Price. The Accommodation agrees and acknowledges that due to fluctuating currency exchange rates and costs/fees charged by banks, credit card companies, and other intermediaries for the collection, processing, and payment of the relevant amounts, there may be differences between the Room Price (as uploaded by the Accommodation in the system), the collected amount, and the amount received by the Accommodation. The Accommodation will not further charge, request payment of, or collect any amount from the Guest in respect of any such difference.

2.13 The Accommodation agrees and acknowledges that it is at all times responsible for the collection, remittance, withholding, and payment of the relevant Taxes on and extras in addition to the Room Price (including the relevant Taxes and extras not included in the Room Price) and Commission to the relevant tax authorities. The Accommodation shall not further charge, request payment of, or collect any amount from the Guest that has not already been included in the Room Price unless it is clearly stated in the Accommodation Information that certain Taxes, add-ons (e.g., breakfast), or other amounts are not included in the Room Price (the "**Excluded Elements**").

2.14 Booking.com may instruct the Payment Processor to cancel or return any Processed Payment or settle the relevant amount with the Guest on behalf of the Accommodation from Booking.com's own resources, and may instruct the Payment Processor on behalf of the Accommodation to reimburse the Guest for the amount settled from Processed Payments if:

- (i) the Accommodation agrees to refund (part of) a fully or partially paid non-refundable Room Price;
- (ii) Booking.com is required by any applicable cancellation policy or by law, court order, (quasi-)governmental instruction or order, arbitral decision (or similar ruling), or subpoena to make a refund of all or part of the Room Price; or
- (iii) Booking.com determines in its discretion that it is reasonable or fair to a Guest to make a refund of all or part of a Room Price.

2.15 If there are insufficient funds to settle and pay all amounts due to Booking.com in accordance with Clause 2.14, or if Booking.com does not give any such instruction, Booking.com may collect the deficit by Direct Debit (if available), offset it against the Deposit (if applicable), or may instruct the Accommodation which shall upon first request of Booking.com pay the deficit to the bank account as from time to time identified by Booking.com.

2.16 Booking.com may charge Commission on the Room Price collected and transferred to the Accommodation in the event of a no-show or cancellation. In the event of an overbooking, the Commission shall be calculated in accordance with the terms of the Agreement.

2.17 Unless required otherwise by applicable law, the Accommodation shall issue an invoice to the Guest for the full amount of the reservation (including or plus, as required by applicable laws, all applicable Taxes). The Accommodation shall not invoice or send an invoice to Booking.com for the reservation or stay. Nothing in the Agreement shall mean or imply that Booking.com acts or operates as a principal, merchant, or (re)seller of the room.

3. Payment via Virtual Card

3.1 If the Payment Processor provides the Accommodation with a virtual credit card (a "**Virtual Card**") to transfer Processed Payments, then the Accommodation shall collect the Processed Payment by charging the Virtual Card during the time period ending 12 months after the date of the Guest's check-out (the "**Cut-Off Date**"). Prior to the Cut-Off Date, Booking.com shall use commercially reasonable efforts to inform the Accommodation of (any portion of) the amount available on the Virtual Card (the "**Virtual Card Balance**") for collection by the Accommodation. By informing the Accommodation of the Virtual Card Balance that is available for collection by the Accommodation, any obligations that Booking.com and/or the Payment Processor may have under applicable law to inform the Accommodation shall be discharged. If the Accommodation fails to collect the Virtual Card Balance on or prior to the Cut-off Date, from the Cut-off Date:

- (i) The Virtual Card shall be deactivated;
- (ii) The Accommodation's rights and claims to such amount (including any right of set-off) shall automatically cease to exist; and
- (iii) Booking.com shall have full right, title, and interest in and to such amount.

3.2 From and after the Cut-off Date, the Accommodation, without further action, hereby releases and forever discharges Booking.com and its Affiliated Companies from any and all claims related to the Virtual Card Balance (explicitly including claims related to (any portion of) the Virtual Card Balance insofar as it has not been collected by the Accommodation prior to the Cut-Off Date). The Parties expressly agree that the Virtual Card Balance (or any portion thereof) retained by Booking.com after expiration of the Cut-Off Date does not constitute Commission or other consideration paid by the Accommodation to Booking.com for the provision of Services under this Agreement.

Annex 3C

FACILITATED PAYMENT TERMS FOR U.S. DOMESTIC TRANSACTIONS EXCEPT TRANSACTIONS TO WHICH ANNEX 3B APPLIES

1. Scope, Definitions, & Interpretation

1.1 This Annex 3C shall no longer apply to payment transactions regarding reservations made after December 15, 2020. As of December 15, 2020, such U.S. domestic payment transactions shall be governed by Annex 3A. The provisions included in this Annex 3C shall remain applicable to reservations that were made prior to December 15, 2020, regardless of the timing of the payment transactions.

1.2 This Annex 3C forms an integral part of and must be read in conjunction with the Agreement. Except as otherwise provided for in this Annex 3C, the terms and conditions of the Agreement remain unchanged and in full force and effect.

1.3 Unless defined otherwise in this Annex 3C, capitalized terms have the same meaning as set out in the Agreement. References in this Annex 3C to Clauses shall mean Clauses in this Annex 3C, unless otherwise specified.

2. Facilitated Payment

2.1 The Accommodation agrees and acknowledges that Booking.com may offer Facilitated Payment services.

2.2 Booking.com may from time to time allow a third party (the "**Payment Processor**") to operate on the Platform for the purposes of enabling Facilitated Payment. This Annex 3C shall apply if the Facilitated Payment involves the Payment Processor providing services (the "**Payment Processor Services**") to and under a direct contractual relationship with Guests by (a) collecting payments from Guests in respect of those payment methods serviced by the Payment Processor ("**Processed Payments**"); and (b) paying the amounts collected directly to Accommodations on behalf of Guests.

2.3 Facilitated Payment under this Annex 3C:

- (i) does not involve the Payment Processor acting on behalf of either the Accommodation or Booking.com in any respect with regard to the collection of the Processed Payments for onward transmission to the Accommodation; and
- (ii) involves certain commitments to the Payment Processor being undertaken, and certain fees being paid to the Payment Processor, by Booking.com as part of the agreement between the Payment Processor and Booking.com pursuant to which the Payment Processor is allowed to provide Payment Processor Services on the Platform to enable Guests to make payments to Accommodations.

2.4 In order to allow the efficient and reliable operation of Facilitated Payments, the Accommodation shall provide to Booking.com, for onward transmission to the Payment Processor, all information required for regulatory reasons (including the prevention of fraud, money laundering, and terrorist financing).

2.5 Booking.com shall have no liability for any decision of the Payment Processor not to, or to cease to, make the Payment Processor Services available in respect of any payment to the Accommodation or for any breach or delayed performance by the Payment Processor in respect of the provision of Payment Processor Services. Booking.com shall have no obligation to allow the Payment Processor to operate on the Platform or otherwise ensure that Payment Processor Services are available on the Platform.

2.6 Booking.com or the Payment Processor may at any time give notice to terminate or suspend the availability or operation of Facilitated Payment in whole or in part in the event of any alleged or suspected credit card fraud, sanctions breach, or breach of contract in relation to the Accommodation. Booking.com and the Payment Processor may share information (subject to each party's privacy and legal obligations) related to any actual or suspected fraud or misuse of the Payment Processor Services.

2.7 Booking.com may (cross) charge to, or require compensation from the Accommodation for, any fees, costs, or expenses relating to the provision of the Facilitated Payment and/or the Payment Processor Services, plus Taxes (if applicable). Payment shall be due in accordance with the terms of

the invoice.

2.8 In relation to each reservation, the Room Price will be the amount collected from the Guest and processed by the Payment Processor for payment to the Accommodation (insofar as applicable, in accordance with the payment policy of the Accommodation for the relevant reservation as disclosed on the Platform and the other provisions of the Agreement). The Accommodation hereby authorizes Booking.com to provide information to the Payment Processor (acting on behalf of the Guest) as to any amounts payable to the Accommodation and when such amounts are due for payment to the Accommodation, and in respect of any refunds, reversals, returns, disputes, balance adjustments, chargebacks, or other related matters related to any payment.

2.9 The Processed Payments shall be transferred by the Payment Processor to the Accommodation through a bank transfer, or by the Accommodation being provided with details for a virtual credit card to which the relevant payment amount can be debited (a "Virtual Card").

3. General Rules Related to Any Transfer

3.1 The Accommodation agrees and acknowledges that due to fluctuating currency exchange rates and costs/fees charged by banks, credit card companies, and other intermediaries for the collection, processing, and payment of the relevant amounts, there may be differences between the Room Price (as uploaded by the Accommodation in the Platform), the Processed Payment, and the amount received by the Accommodation.

3.2 The Accommodation is at all times responsible for the collection, remittance, withholding, and payment to the relevant (tax) authorities (as applicable) of the relevant Taxes on and extras in addition to the Room Price (including the relevant Taxes and extras not included in the Room Price) and remittance, withholding, and payment (as applicable) of the Taxes on the Commission to the relevant tax authorities. Unless the Accommodation clearly indicates in its listing on the Platform that certain Taxes, add-ons (e.g., breakfast), or other amounts are not included in the Room Price (the "**Excluded Elements**"), the Accommodation shall not further charge, request payment of, or collect any amount from the Guest that has not already been included in the Room Price (save for the Excluded Elements (if applicable)).

3.3 The Accommodation shall reimburse Booking.com upon its request if:

- (i) the Accommodation agrees to a refund of (any part of) a fully or partially paid non-refundable Room Price; or
- (ii) Booking.com is required by any applicable cancellation policy or by law, court order, (quasi-)governmental instruction or order, arbitral decision (or similar ruling), or subpoena; or
- (iii) Booking.com determines in its discretion that it is reasonable or fair to the applicable Guest to make a refund of all or part of a Room Price.

3.4 In the event of a no-show or cancellation, Booking.com may charge Commission on the relevant amount of the Room Price collected and transferred to the Accommodation. In the event of an overbooking, the Commission shall be calculated in accordance with the terms of the Agreement.

3.5 Unless otherwise required by applicable law, the Accommodation shall only issue an invoice to the Guest (and provide such Guest upon their first request with an invoice) for the full amount of the reservation (including or plus (as required by applicable laws) all applicable Taxes). The Accommodation shall not invoice (or send an invoice to) Booking.com for the reservation or stay. Nothing in the Agreement shall constitute or imply that Booking.com acts or operates as a principal, merchant, or (re)seller of any room.

3.6 Booking.com may, in its absolute discretion, from time to time:

- (i) make payment from its own resources of any amount due to be paid to the Accommodation by the Payment Processor (a "**Processor Late Payment**") but which may for any reason be delayed. If this occurs, to the extent of the payment by Booking.com, Accommodation hereby assigns to Booking.com all and any rights it has to receive the relevant Processor Late Payment and directs the Payment Processor to make payment of such Processor Late Payment directly to Booking.com instead of to the Accommodation; and
- (ii) make payment to the Payment Processor of any amount due from the Accommodation to the Payment Processor or a Guest (for example, in respect of a refund amount agreed to be due from the Accommodation to the Guest). To the extent that, and by reference to the amount for which, Booking.com does this, the Accommodation shall pay to Booking.com by way of reimbursement the amount which it would otherwise have paid to the Payment Processor.

4. Payment Via Bank Transfer

4.1 The Accommodation agrees to provide correct Bank Account details to Booking.com for onward transmission to the Payment Processor for the pay-out of any Processed Payment by bank transfer. The Accommodation shall bear all losses arising from any incorrect information provided to Booking.com. Booking.com shall, acting on behalf of the Accommodation, notify the Payment Processor within 14 days of the end of the month in which the Guest has checked out of the amount of the Processed Payment to be transferred to the Accommodation using the bank account details provided.

5. Payment Via Virtual Card

5.1 The Accommodation may not authorize or charge the Virtual Card until the date on which the Guest's reservation becomes non-refundable. The Virtual Card is only valid for the reservation to which it was assigned, and for the amount and currency specified on the confirmation for that reservation. The Accommodation must collect the Processed Payment by charging the Virtual Card during the time period ending 12 months after the date of the Guest's check-out.

5.2 Where the Accommodation receives payment through Facilitated Payment using a Virtual Card, the Accommodation shall be deemed irrevocably to have received payment from the Guest in full and final settlement at such time as the Virtual Card is authorized and not at the later time of when the Accommodation receives settlement of the payment through its merchant acquirer.

Annex 4

RANKING

1. Booking.com aims to display search results relevant to each Guest, by providing a personalized default ranking of Accommodations on its Platform. Guests can scroll through this default ranking, use filters, and sort by alternative ranking orders, and thus have the ability to influence the presentation of search results to receive a ranking order based on other criteria. Booking.com uses multiple algorithms to produce default ranking results, which is a constantly evolving process.

2. Booking.com has identified the following parameters to be most closely correlated with a Guest finding a suitable Accommodation, so prioritizes such parameters in the algorithms:

- a. the Guest's personal search history
- b. the rate of click-through from the search page to the property page
- c. the number of bookings related to the number of visits to the Accommodation page on the Platform ("**Conversion**")
- d. gross (including cancellations) and net (excluding cancellations) bookings of the Accommodation

3. Conversion and click-through rate may be affected by various (stand-alone) factors including review scores (both aggregated scores and components), availability, policies, (competitive) pricing, quality of content, and certain features of the Accommodation. The Commission percentage paid by the Accommodation or other benefits to Booking.com (e.g., through commercial arrangements with the Accommodation or strategic partners) may also impact the default ranking, as well as the Accommodation's record on timely payment. The Accommodation can find suggestions as to how to improve Conversion and click-through rate on the Extranet.

4. The Accommodation may influence its ranking by participating in programs that Booking.com makes available, such as the Genius loyalty program, deals, the Preferred and Preferred Plus Partner Programs, and the Visibility Booster (the latter three involve the Accommodation paying a higher Commission to Booking.com). The range of programs available may change from time to time. The programs and the terms applicable to each of the programs will be kept updated and made available on the Extranet.

Annex 5

WIDE PARITY COUNTRY WORDING

Notwithstanding anything to the contrary in the Agreement, to the extent that the Accommodation (meaning property) is located in a Wide Parity Country, the terms and conditions set out below shall apply, replacing the terms in the Agreement with the corresponding numbering. The following Clause 2.2.1 shall replace Clauses 2.2.1 and 2.2.2 in the Agreement:

2.2.1 The Accommodation shall give Booking.com rate and availability parity as defined below:

(i) "**Rate Parity**" means the same or better rates for the same accommodation, same room type, same dates, same bed type, same number of guests, the same or better amenities and add-ons (e.g. free breakfast, Wifi, early/late check-out), the same or better restrictions and policies such as reservation changes and cancellation policy as are available on the Accommodation's websites, apps, or call-centers (including the customer reservation system), or directly at the Accommodation, with any competitor of Booking.com (which includes any online or offline reservation or booking agency or intermediary), and/or with any other (online or offline) third party that is a business partner of or in any other way related with or connected to the Accommodation. Rate Parity does not apply in respect of rates intended for a closed user group ("closed user group" means a group with defined limitations where membership is not automatic and where: (a) consumers actively opt in to become a member, (b) any online or mobile interface used by closed user group members is password protected, (c) closed user group members have completed a customer profile, and (d) the consumer to which the rate is offered or made available has already made at least one prior booking as a member of the closed user group), provided that such rates are not (directly or indirectly) publicly (made) available. In the event that a closed user group rate is (directly or indirectly) publicly (made) available (by the Accommodation, a (direct/indirect) competitor of Booking.com, or on any third party (platform) (including any (meta)

search engine or price comparison website), Booking.com is entitled to Rate Parity for such rate; and

(ii) "**Availability Parity**" means that the Accommodation shall provide Booking.com with such availability (i.e., rooms available for booking at the Platform) that are at least as favorable as those provided to any competitor of Booking.com (which includes any online or offline reservation or booking agency or intermediary) and/or with any other (online or offline) third party that is a business partner of or in any other way related with or connected to the Accommodation.

5.1 (v) the price for the rooms advertised on the Platform corresponds to the best available price for an equivalent stay with the Accommodation and a better price cannot be obtained by a Guest making a reservation with the Accommodation directly or via another (third) party or via another medium or channel, and

6.2.1 (iii) To the extent that any claims under or pursuant to the We Price Match are not settled between the Guest and the Accommodation upon check-out of the Guest (by payment of the lower rate), all claims made by Guests regarding or pursuant to the We Price Match;

Annex 6

ADDITIONAL EXCLUDED TAXES AND OTHER EXCEPTIONS

Excluded Taxes

"Taxes" as referred to in Clause 2.3.2 (ii) of the Agreement as being excluded from Commission calculation also comprises the taxes, levies, and charges set out below for Accommodations located in the following jurisdictions:

Dubai – the Commission is calculated excluding:

- (i) the 7% municipality tax that is charged on hotel revenue;
- (ii) the 10% fee which is commonly referred to as the "Hotel Service Charge" that is charged on hotel revenue;
- (iii) the Tourism Dirham, which is the set charge per room type; and
- (iv) VAT.

Egypt – the Commission is calculated excluding VAT and service charges.

Other Exceptions

Maldives – Commission is not calculated on transportation-related fees, such as shuttle boat fee, transfer fee, airport shuttle fee, or seaplane fee if such transportation is required in order to arrive at the Accommodation.

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended: **December 31, 2019**

Commission File No.: **1-36691**

Booking Holdings Inc.

(Exact name of Registrant as specified in its charter)

Delaware

06-1528493

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification Number)

800 Connecticut Avenue

Norwalk, Connecticut 06854

(address of principal executive offices)

Registrant's telephone number, including area code: **(203) 299-8000**

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class:	Trading Symbol	Name of Each Exchange on which Registered:
Common Stock par value \$0.008 per share	BKNG	The NASDAQ Global Select Market
0.800% Senior Notes Due 2022	BKNG 22A	The NASDAQ Stock Market LLC
2.150% Senior Notes Due 2022	BKNG 22	The NASDAQ Stock Market LLC
2.375% Senior Notes Due 2024	BKNG 24	The NASDAQ Stock Market LLC
1.800% Senior Notes Due 2027	BKNG 27	The NASDAQ Stock Market LLC

Securities Registered Pursuant to Section 12(g) of the Act: **None.**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer Accelerated filer Non-accelerated filer

Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of common stock held by non-affiliates of Booking Holdings Inc. at June 30, 2019 was approximately \$80.0 billion based upon the closing price reported for such date on the NASDAQ Global Select Market. For purposes of this disclosure, shares of common stock held by executive officers and directors of Booking Holdings Inc. on June 30, 2019 have been excluded because such persons may be deemed to be affiliates of Booking Holdings Inc. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

The number of outstanding shares of Booking Holdings Inc.'s common stock was 41,061,814 at February 19, 2020.

DOCUMENTS INCORPORATED BY REFERENCE

The information required by Part III of this Annual Report on Form 10-K, to the extent not set forth in this Form 10-K, is incorporated herein by reference from Booking Holdings Inc.'s definitive proxy statement relating to its annual meeting of stockholders to be held on June 4, 2020, to be filed with the Securities and Exchange Commission within 120 days after the end of Booking Holdings Inc.'s fiscal year ended December 31, 2019.

Booking Holdings Inc. Annual Report on Form 10-K for the Year Ended December 31, 2019 Index

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Special Note Regarding Forward-Looking Statements

This Annual Report on Form 10-K and the documents incorporated herein by reference contain forward-looking statements. These forward-looking statements reflect our views regarding current expectations and projections about future events and conditions and are based on currently available information. These forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties and assumptions that are difficult to predict, including the Risk Factors identified in Part I, Item 1A of this Annual Report; therefore, our actual results could differ materially from those expressed, implied or forecast in any such forward-looking statements. Expressions of future goals and expectations and similar expressions, including "may," "will," "should," "could," "aims," "seeks," "expects," "plans," "anticipates," "intends," "believes," "estimates," "predicts," "potential," "targets," and "continue," reflecting something other than historical fact are intended to identify forward-looking statements. Unless required by law, we undertake no obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise. However, readers should carefully review the reports and documents we file or furnish from time to time with the Securities and Exchange Commission (the "SEC" or the "Commission"), particularly our quarterly reports on Form 10-Q and current reports on Form 8-K.

PART I

Item 1. Business

Our mission is to make it easier for everyone to experience the world. We seek to empower people to cut through travel barriers, such as money, time, language and overwhelming options, so they can use our services to easily and confidently get where they want to go, stay where they want to stay, dine where they want to dine, pay how they want to pay and experience what they want to experience. We connect consumers wishing to make travel reservations with providers of travel services around the world through our online platforms. Through one or more of our brands, consumers can: book a broad array of accommodations (including hotels, motels, resorts, homes, apartments, bed and breakfasts, hostels and other properties); make a car rental reservation or arrange for an airport taxi; make a dinner reservation; or book a cruise, flight, vacation package, tour or activity. Consumers can also use our meta-search services to easily compare travel reservation information, such as airline ticket, hotel reservation and rental car reservation information, from hundreds of online travel platforms at once. In addition, we offer various other services to consumers and partners, such as certain travel-related insurance products and restaurant management services to restaurants.

We offer these services through six primary consumer-facing brands: Booking.com, KAYAK, priceline, agoda, Rentalcars.com and OpenTable. While historically our brands operated on a largely independent basis and many of them focused on a particular service (e.g., accommodation reservations) or geography, we are increasing the collaboration, cooperation and interdependency among our brands in our efforts to provide consumers with the best and most comprehensive services. We also seek to maximize the benefits of our scale by sharing resources and technological innovations, co-developing new services and coordinating activities in key markets among our brands. For example, Booking.com, the world's leading brand for booking online accommodation reservations (based on room nights booked), offers rental car and other ground transportation services, flights, restaurant reservations, tours and activities reservations and other services, many of which are supported by our other brands. Similarly, hotel reservations available through Booking.com are also generally available through agoda and priceline. The following table shows the key services offered to consumers by our primary brands:

	ACCOMODATIONS	GROUND TRANSPORTATION	FLIGHTS	RESTAURANTS	ACTIVITES	META SEARCH
Booking.com	✓	✓	✓	✓*	✓	
KAYAK						✓
priceline	✓	✓	✓			
agoda	✓	✓	✓		✓	
Rentalcars.com		✓				
OpenTable				✓		

* Available in select cities

Our business is driven primarily by international results, which consist of the results of Booking.com, agoda and Rentalcars.com and the international businesses of KAYAK and OpenTable. This classification is independent of where the consumer resides, where the consumer is physically located while using our services or the location of the travel service provider or restaurant. For example, a reservation made through Booking.com at a hotel in New York by a consumer in the United States is part of our international results. During the year ended December 31, 2019, our international business (the substantial majority of which is generated by Booking.com) represented approximately 90% of our consolidated revenues. A significant majority of our revenues, including a significant majority of our international revenues, is earned in connection with facilitating accommodation reservations. See Note 18 to the Consolidated Financial Statements for more geographic information.

Booking Holdings Inc. was formed as a Delaware limited liability company in 1997 and was converted into a Delaware corporation in July 1998. Our common stock is listed on the NASDAQ Global Select Market under the symbol "BKNG." We refer to our company and all of our subsidiaries and brands collectively as "Booking Holdings," the "Company," "we," "our" or "us."

The Booking Holdings Business Model

We derive substantially all of our revenues from enabling consumers to make travel service reservations. We also earn revenues from credit card processing rebates and customer processing fees, advertising services, restaurant reservations and restaurant management services, and various other services, such as travel-related insurance.

For the year ended December 31, 2019, we had revenues of \$15.1 billion, which we classify as "agency" revenues, "merchant" revenues and "advertising and other" revenues.

- Agency revenues are derived from travel-related transactions where we do not facilitate payments from travelers for the services provided. We invoice the travel service providers for our commissions after travel is completed. Agency revenues consist almost entirely of travel reservation commissions.
- Merchant revenues are derived from travel-related transactions where we facilitate payments from travelers for the service provided, generally at the time of booking. Merchant revenues include travel reservation commissions and transaction net revenues (i.e., the amount charged to travelers less the amount owed to travel service providers) in connection with our merchant reservation services; credit card processing rebates and customer processing fees; and ancillary fees, including travel-related insurance revenues and certain global distribution system ("GDS") reservation booking fees. Substantially all merchant revenues are derived from transactions where travelers book accommodation reservations or rental car reservations.
- Advertising and other revenues are derived primarily from (a) revenues earned by KAYAK for sending referrals to online travel companies ("OTCs") and travel service providers and for advertising placements on its platforms and (b) revenues earned by OpenTable for its restaurant reservation services and subscription fees for restaurant management services.

The Booking Holdings Strategy

We aim to achieve our mission to make it easier for everyone to experience the world through global leadership in online travel and restaurant reservation and related services by striving to:

- provide consumers with the best choices and prices at any time, in any place, on any device;
- make it easy for people to find, book, pay for and experience their travel desires; and
- provide platforms, tools and insights to our business partners to help them be successful.

We focus on relentless innovation and execution and a commitment to serve both consumers and our travel service provider and restaurant partners with unmatched service and best-in-class digital technology. The global online travel and dining categories continue to grow as consumer purchasing shifts from traditional offline channels to interactive online channels, including mobile channels. Our strategy is to continue to participate broadly in this online growth by expanding our service offerings and markets. In

particular, we seek to (a) leverage technology to provide consumers with the best experience, (b) partner with travel service providers and restaurants to our mutual benefit, (c) operate multiple brands that collaborate with each other, and (d) invest in profitable and sustainable growth.

- **Providing the best consumer experience.** We believe that offering consumers an outstanding online experience is essential for our future success. To accomplish this, we focus on providing consumers with: (a) intuitive, easy-to-use online travel and restaurant reservation and search services; (b) a continually increasing number, location and variety of accommodations, other travel offerings, restaurants and payment options through our services; (c) informative and useful content, such as pictures, accommodation and restaurant details and reviews; and (d) excellent customer service. Our goal is to make travel easy, frictionless and personal and to offer consumers the most trusted brands, the most personalized experience and the most extensive, varied and comprehensive travel service selection in every geography at the best prices. Further, we endeavor to provide excellent customer service in a variety of ways, including through our call centers and online platforms and the use of chatbots and other technologies, so that consumers can be confident that booking reservations through us will be a positive experience.

We are constantly innovating to grow our business by, among other things, providing a best-in-class user experience with intuitive, easy-to-use online platforms (i.e., websites and mobile apps) to ensure that we are meeting the needs of online consumers while aiming to exceed their expectations. As a result, our long-term strategy is to build a more integrated offering of multiple elements of travel, which we refer to as the "Connected Trip." We believe that through innovation and the utilization of emerging technologies such as artificial intelligence, the Connected Trip will simplify and improve all aspects of the travel experience, including: discovery, planning, booking, coordinating itineraries among travel service providers, automatic rescheduling/rebooking, etc. For example, if a traveler's flight is delayed, we envision that ultimately the Connected Trip will not only alert the traveler, but also automatically arrange for a late arrival at the hotel, change a dinner reservation and alert other diners, reschedule the airport transfer, find a later connecting flight, etc. We believe that such a system will benefit both the traveler and the travel service provider or restaurant, as well as provide a compelling and differentiated service offering for consumers.

- **Partnering with travel service providers, restaurants and OTCs.** We aim to establish mutually beneficial relationships with travel service providers and restaurants around the world. We believe that travel service providers and restaurants benefit from participating in our services by increasing their distribution channels, demand and inventory utilization in an efficient and cost-effective manner. Travel service providers and restaurants benefit from our well-known brands and online marketing efforts, expertise in offering an excellent consumer experience through our online platforms and ability to offer their inventory in markets and to consumers that the travel service provider or restaurant may otherwise be unable or unlikely to reach.

In addition, we have entered into commercial relationships with other OTCs, such as Didi (the leading ride hailing service in China) and Grab (the leading ride hailing company in Southeast Asia), whereby the customers of one company will have access to the services of the other. For example, through the Booking.com app, a Booking.com customer traveling in Southeast Asia can book a local ride arranged by Grab.

- **Operating multiple brands.** We employ a strategy of operating multiple brands, which we believe allows us the opportunity to offer our services in ways that appeal to different consumers, pursue different marketing and business strategies, encourage experimentation and innovation, provide different service offerings and focus on different markets. At the same time, we are increasing the collaboration, cooperation and interdependency among our brands in our efforts to provide consumers with the best and most comprehensive services. We intend to invest resources to support organic growth by all our brands, whether through increased marketing, geographic expansion, technological innovation or increased access to accommodations, rental cars, restaurants, airline tickets or other services.
- **Investing in profitable and sustainable growth.** We seek to offer online services that meet the needs and the expectations of consumers, travel service providers and restaurants and that we believe will result in long-term profitability and growth. We intend to accomplish this through continuous investment and innovation, growing our businesses in new and current markets, expanding our services and ensuring that we provide an appealing, intuitive and easy-to-use consumer experience. We have made significant investments in people, technology, marketing and expanded, new or additional services, such as increasing our extensive collection of accommodations including homes, apartments and other unique places to stay, expanded flight and ground transportation offerings and other offerings. We seek to maximize the benefits of our scale by sharing resources and technological innovations among

our brands, co-developing new services and coordinating activities in key markets among our brands. We also regularly evaluate, and may pursue and consummate, potential strategic acquisitions, partnerships, joint ventures or investments, whether to expand our businesses into complementary areas, expand our current businesses, acquire innovative technology or for other reasons.

Service Offerings

Booking.com and Rentalcars.com. Booking.com is the world's leading brand for booking online accommodation reservations, based on room nights booked, with operations worldwide and headquarters in the Netherlands. At December 31, 2019, Booking.com offered accommodation reservation services for approximately 2,580,000 properties in over 230 countries and territories and in over 40 languages, consisting of approximately 460,000 hotels, motels and resorts and approximately 2,120,000 homes, apartments and other unique places to stay.

Booking.com has expanded its offerings to better help consumers experience the world. For example, Booking.com offers in-destination tours and activities in more than 200 cities around the world, as well as flight, rental car and restaurant reservation services. Rentalcars.com is operated as part of Booking.com and offers online rental car reservation services and allows consumers to make rental car reservations in over 60,000 locations throughout the world, with customer support in over 40 languages. Booking.com and Rentalcars.com also offer pre-booked taxi and black car services at over 850 airports throughout the world.

KAYAK. KAYAK, headquartered in Stamford, Connecticut, provides an online price comparison service (often referred to as "meta-search") that allows consumers to easily search and compare travel itineraries and prices, including airline ticket, accommodation reservation and rental car reservation information, from hundreds of travel websites at once. KAYAK offers its services in over 60 countries, with the United States being its largest market, through various websites, including Momondo, Cheapflights and HotelsCombined.

Priceline. Priceline is a leader in the discount travel reservation business and offers online travel reservation services primarily in North America and is headquartered in Norwalk, Connecticut. Priceline offers consumers hotel, rental car and airline ticket reservation services, as well as vacation packages and cruises.

Agoda. Agoda is a leading online accommodation reservation service catering primarily to consumers in the Asia-Pacific region, with headquarters in Singapore and operations in Bangkok, Thailand and elsewhere. Agoda also offers flight, ground transportation reservation services and activities.

OpenTable. OpenTable is a leading brand for booking online restaurant reservations. With significant operations in San Francisco, California, OpenTable provides online restaurant reservation services to consumers and reservation management services to restaurants. OpenTable does business primarily in the United States, though it continues to invest in expanding its international offerings.

Marketing and Brand Awareness

We have established widely used and recognized e-commerce brands through marketing and promotional campaigns. Both our performance and brand marketing expenses have increased significantly in recent years, and we intend to continue a strategy of promoting brand awareness through both performance and brand marketing efforts, including by expanding brand campaigns into additional markets, which may significantly increase our brand marketing expenses.

Competition

We compete globally with both online and traditional travel and restaurant reservation and related services. The markets for the services we offer are intensely competitive, constantly evolving and subject to rapid change, and current and new competitors can launch new services at a relatively low cost. Some of our current and potential competitors, such as Google, Apple, Alibaba, Tencent, Amazon and Facebook, have significantly more customers or users, consumer data and financial and other resources than we do, and they may be able to leverage other aspects of their businesses (e.g., search or mobile device businesses) to enable them to compete more effectively with us. For example, Google has entered various aspects of the online travel market and has grown rapidly in this area, including by offering a flight meta-search product ("Google Flights"), a hotel meta-search product ("Google Hotel Ads"), a vacation rental meta-search product, its "Book on Google" reservation functionality, Google Travel, a planning tool that aggregates its flight, hotel and packages products in one website and by integrating its hotel meta-

search product into its Google Maps app. Google has also integrated restaurant information and reservations into the Google Maps app. In addition, Amazon has previously experimented with online travel, and has recently partnered with Booking.com to provide travel deals to Prime users in certain countries and with an OTC in India to offer domestic flights through Amazon Pay.

We currently, or may in the future, compete with a variety of companies, including:

- online travel reservation services;
- large online companies, including search, social networking and marketplace companies;
- traditional travel agencies, travel management companies, wholesalers and tour operators, many of which combine physical locations, telephone services and online services;
- travel service providers such as accommodation providers, rental car or car- or ride-sharing companies and airlines, many of which have their own branded online platforms to which they drive business;
- online travel search and price comparison services (generally referred to as "meta-search" services);
- online restaurant reservation services; and
- companies offering technology services and software solutions to travel service providers.

For more information regarding current and potential competitors and the competitive nature of the markets in which we operate, please see Part I, Item 1A, Risk Factors - *"Intense competition could reduce our market share and harm our financial performance."* in this Annual Report on Form 10-K.

Operations and Technology

Our business is supported by multiple systems and platforms, which were designed with an emphasis on scalability, performance, reliability, redundancy and security. These systems and platforms are generally independent among our brands, though some have become increasingly connected or shared. Our software systems, platforms and architecture use a variety of widely-used software tools and database systems.

These internal systems and platforms are designed to include open application protocol interfaces that can provide connectivity to vendors in the industries in which we operate. These include large global systems, such as accommodation, airline ticket and rental car reservation systems and financial service providers, as well as individual accommodation service providers, such as independent hotels. Our applications utilize digital certificates to help us conduct secure communications and transactions, as appropriate. The systems infrastructure and web and database servers of our worldwide operations are primarily hosted in the United Kingdom, Switzerland, the Netherlands, Germany, Singapore, Hong Kong and four locations in the United States, each of which provides network connectivity, networking infrastructure and 24-hour monitoring and engineering support typical of hosted data centers. All data center facilities have a continuous power supply system, generators, redundant servers and multiple back-up systems. Although we take steps to mitigate the effects of any loss or reduction in service at one of our hosting facilities, if a hosting facility were inaccessible or otherwise experienced a disruption in service for any reason, we could experience a disruption to our services, loss of transactions and revenue and consumer complaints.

We provide customer service through a mix of in-house call centers and outsourced third-party services.

Intellectual Property

Over time and through acquisitions, we have assembled a portfolio of patents, trademarks, service marks, copyrights, domain names and trade secrets covering our services. We regard the protection of our intellectual property as important to our success. We protect our intellectual property rights by relying on national, federal, state and common law rights in the United States and internationally, as well as a variety of administrative procedures, regulations, conventions and treaties. We also rely on contractual restrictions to protect our proprietary rights in our services. We enter into confidentiality and invention assignment agreements with employees and contractors and nondisclosure agreements with parties with whom we conduct business in order to limit access to and disclosure of our proprietary information. We also have procured various intellectual property licenses from

third parties. See Part I, Item 1A, Risk Factors - "*We face risks related to our intellectual property.*"

Seasonality

The majority of our gross bookings are generated in the first half of the year, as consumers plan and reserve their spring and summer vacations in Europe and North America. However, we generally recognize revenue from these bookings

when the travel begins (at "check-in"), which can be in a quarter other than when the associated reservations are booked. In contrast, we expense the substantial majority of our marketing activities as the expense is incurred, which, in the case of performance marketing in particular, is typically in the quarter in which associated reservations are booked. As a result of this potential timing difference between when we record marketing expense and when we recognize associated revenue, we experience our highest levels of profitability in the third quarter of the year, which is when we experience the highest levels of accommodation check-ins for the year for our European and North American businesses. The first quarter of the year is typically our lowest level of profitability and may experience additional volatility in earnings growth rates due to these seasonal timing factors. For our Asia-Pacific business, we experience the highest level of accommodation check-ins in the fourth quarter. As the relative growth rates for our businesses fluctuate, the quarterly distribution of our operating results may vary. For additional information regarding factors affecting the seasonality of our business, see Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations - Seasonality.

Employees

At December 31, 2019, we employed approximately 26,400 employees, of which approximately 4,300 were based in the United States and approximately 22,100 were based outside the United States. We also retain independent contractors to support our customer service, website content translation and system support functions.

We have never had a work stoppage and we consider our relations with our employees to be good. Although we have works councils or employee representatives in certain countries, our U.S. employees are not represented by a labor union and are not covered by a collective bargaining agreement. Our future success will depend, in part, on our ability to continue to attract, integrate, retain and motivate highly qualified technical and managerial employees, for whom competition is intense. See Part I, Item 1A, Risk Factors - *"We rely on the performance of highly skilled employees; and, if we are unable to retain or motivate key employees or hire, retain and motivate qualified employees, our business would be harmed."*

Company Websites

We maintain websites with the addresses www.bookingholdings.com, www.booking.com, www.priceline.com, www.kayak.com, www.agoda.com, www.rentalcars.com and www.opentable.com, among others. We are not including the information contained on our websites as a part of, or incorporating it by reference into, this Annual Report on Form 10-K. We make available free of charge through the www.bookingholdings.com website our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as soon as reasonably practicable after we electronically file such material with, or furnish such material to, the SEC. These reports and other information are also available, free of charge, at www.sec.gov. In addition, the Company's Code of Conduct is available through the www.bookingholdings.com website and any amendments to or waivers of the Code of Conduct will be disclosed on that website.

Results of Operations

Year Ended December 31, 2019 compared to Year Ended December 31, 2018

We evaluate certain operating and financial measures on both an as-reported and constant-currency basis. We calculate constant currency by converting our current-year period financial results for transactions recorded in currencies other than U.S. Dollars using the corresponding prior-year period monthly average exchange rates rather than the current-year period monthly average exchange rates.

Operating and Statistical Metrics

Our financial results are driven by certain operating metrics that encompass the booking and other business activity generated by our travel and travel-related services. Specifically, reservations of accommodation room nights, rental car days and airline tickets capture the volume of units booked through our OTC brands by our travel reservation services customers. Gross bookings is an operating and statistical metric that captures the total dollar value, generally inclusive of taxes and fees, of all travel services booked through our OTC brands by our customers, net of cancellations, and is widely used in the travel business. Our non-OTC brands (KAYAK and OpenTable) have different business metrics from those of our OTC brands and therefore search queries through KAYAK and restaurant reservations through OpenTable do not contribute to our gross bookings.

Accommodation room nights, rental car days and airline tickets reserved through our services for the years ended December 31, 2019 and 2018 were as follows:

	Year Ended December 31,		Increase
	(in millions)		
	2019	2018	
<i>Room nights</i>	845	760	11.2%
<i>Rental car days</i>	77	73	4.6%
<i>Airline tickets</i>	7	7	3.7%

Accommodation room night reservations increased by 11.2% for the year ended December 31, 2019, compared to the year ended December 31, 2018, primarily due to our investments in marketing channels, providing a continuously improving consumer experience and improving the accommodation choices we offer consumers, as well as the overall growth in the travel industry and the ongoing shift from offline to online for travel bookings. The increase for the year ended December 31, 2019, compared to the year ended December 31, 2018 was also positively impacted by a decrease in cancellation rates.

Rental car day reservations increased by 4.6% for the year ended December 31, 2019, compared to the year ended December 31, 2018, due primarily to an increase in rental car day reservations at Rentalcars.com as a result of the integration with Booking.com.

Airline ticket reservations increased by 3.7% for the year ended December 31, 2019, compared to the year ended December 31, 2018, due to the growth of priceline's vacation packages product.

Gross bookings resulting from reservations of accommodation room nights, rental car days and airline tickets made through our agency and merchant models for the years ended December 31, 2019 and 2018 were as follows (numbers may not total due to rounding):

	Year Ended December 31,		Increase (decrease)
	(in millions)		
	2019	2018	

<i>Agency</i>	\$ 70,651	\$ 73,919	(4.4)%
<i>Merchant</i>	25,791	18,812	37.1 %
<i>Total</i>	\$ 96,443	\$ 92,731	4.0 %

Gross bookings increased by 4.0% for the year ended December 31, 2019, compared to the year ended December 31, 2018 (growth on a constant-currency basis was approximately 8%), almost entirely due to growth of 11.2% in accommodation

room night reservations, partially offset by the negative impact of foreign currency exchange rate fluctuations and a 2% decrease in accommodation ADRs on a constant-currency basis for the year ended December 31, 2019, compared to the year ended December 31, 2018. We believe that unit growth rates and growth in total gross bookings on a constant-currency basis, which excludes the impact of foreign currency exchange rate fluctuations, are important measures to understand the fundamental performance of the business.

Agency gross bookings are derived from travel-related transactions where we do not facilitate payments from travelers for the travel services provided. Agency gross bookings decreased by 4.4% for the year ended December 31, 2019, compared to the year ended December 31, 2018, almost entirely due to a decrease in gross bookings from agency accommodation room night reservations at Booking.com, primarily resulting from the growth of its merchant accommodation reservation services, as well as the aforementioned negative impact of foreign currency exchange rate fluctuations.

Merchant gross bookings are derived from services where we facilitate payments from travelers for the travel services provided. Merchant gross bookings increased by 37.1% for the year ended December 31, 2019, compared to the year ended December 31, 2018, almost entirely due to growth in gross bookings from our merchant accommodation reservation services at Booking.com and agoda, partially offset by the aforementioned negative impact of foreign currency exchange rate fluctuations. Booking.com has been expanding its merchant accommodation reservation services to, among other reasons, provide more payment options to consumers and travel service providers, increase the number and variety of accommodations available on Booking.com and enable the growth of its in-destination activities businesses.

Revenues

Online travel reservation services

Substantially all of our revenues are generated by providing online travel reservation services, which facilitate online travel purchases between travel service providers and travelers.

Revenues from online travel reservation services are classified into two categories:

- *Agency.* Agency revenues are derived from travel-related transactions where we do not facilitate payments from travelers for the services provided. Agency revenues consist almost entirely of travel reservation commissions. Substantially all of our agency revenue is from Booking.com agency accommodation reservations.
- *Merchant.* Merchant revenues are derived from travel-related transactions where we facilitate payments from travelers for the services provided, generally at the time of booking. Merchant revenues include (1) travel reservation commissions and transaction net revenues (i.e., the amount charged to travelers less the amount owed to travel service providers) in connection with our merchant reservation services; (2) credit card processing rebates and customer processing fees; and (3) ancillary fees, including travel-related insurance revenues and certain global distribution system ("GDS") reservation booking fees. Substantially all merchant revenues are derived from transactions where travelers book accommodation reservations or rental car reservations.

Advertising and other revenues

Advertising and other revenues are derived primarily from (1) revenues earned by KAYAK for (a) sending referrals to OTCs and travel service providers and (b) advertising placements on its platforms; and (2) revenues earned by OpenTable for (a) restaurant reservation services (fees paid by restaurants for diners seated through OpenTable's online reservation service) and (b) subscription fees for restaurant management services.

Year Ended December 31,
(in millions)

Increase

	2019	2018	(decrease)
<i>Agency revenues</i>	\$ 10,117	\$ 10,480	(3.5)%
<i>Merchant revenues</i>	3,830	2,987	28.2 %
<i>Advertising and other revenues</i>	1,119	1,060	5.6 %
<i>Total revenues</i>	<u>\$ 15,066</u>	<u>\$ 14,527</u>	3.7 %

Total revenues for the year ended December 31, 2019, as compared to the year ended December 31, 2018, respectively, increased by 3.7% (growth on a constant-currency basis was approximately 7%). Substantially all of the year-over-year increase was related to revenues from our accommodation reservation services.

Agency revenues decreased by 3.5% for the year ended December 31, 2019, compared to the year ended December 31, 2018, almost entirely due to decreased gross bookings from agency accommodation room night reservations at Booking.com, primarily resulting from the growth of its merchant accommodation reservation services.

Merchant revenues increased by 28.2% for the year ended December 31, 2019, compared to the year ended December 31, 2018, primarily due to the increases in merchant accommodation reservation services.

Advertising and other revenues increased by 5.6% for the year ended December 31, 2019, compared to the year ended December 31, 2018, primarily due to the inclusion of \$67 million in revenue related to HotelsCombined for the year ended December 31, 2019, compared to \$4 million in revenue related to HotelsCombined since its acquisition in November 2018 for the year ended December 31, 2018.

Total revenues as a percentage of gross bookings was 15.6% for the year ended December 31, 2019 as compared to 15.7% for the year ended December 31, 2018.

Our international businesses accounted for approximately \$13.5 billion of our total revenues for the year ended December 31, 2019, compared to \$13.0 billion for the year ended December 31, 2018. Total revenues attributable to our international businesses for the year ended December 31, 2019 increased by 4.1%, compared to the year ended December 31, 2018 (growth on a constant-currency basis was approximately 8%). Total revenues attributable to our U.S. businesses were relatively flat for the year ended December 31, 2019 compared to the year ended December 31, 2018.

Operating Expenses

Marketing

	Year Ended December 31, (in millions)		Increase (decrease)
	2019	2018	
<i>Performance marketing</i>	\$ 4,419	\$ 4,447	(0.6)%
<i>% of Total revenues</i>	29.3%	30.6%	
<i>Brand marketing</i>	\$ 548	\$ 509	7.5 %
<i>% of Total revenues</i>	3.6%	3.5%	

We rely on performance marketing channels to generate a significant amount of traffic to our websites. Performance marketing expenses consist primarily of the costs of: (1) search engine keyword purchases; (2) referrals from meta-search and travel research websites; (3) affiliate programs; and (4) other performance-based marketing and incentives. For the year ended December 31, 2019, our performance marketing expense growth rate was reduced by foreign currency exchange rate fluctuations and slowing growth in performance marketing channels. We adjust our performance marketing spend based on our growth and profitability objectives and the expected ROIs in our performance marketing channels. Performance marketing expense as a percentage of total revenues decreased for the year ended December 31, 2019, compared to the year ended December 31, 2018, due to changes in the share of traffic by channel, primarily related to an increase in the share of direct traffic, and increased performance marketing ROIs.

Brand marketing expenses consist primarily of television advertising and online video and display advertising (including the airing of our television advertising online), as well as other marketing spend such as public relations and sponsorships. For the

year ended December 31, 2019, brand marketing expenses increased by 7.5% compared to the year ended December 31, 2018, primarily due to increased brand marketing expenses at Booking.com in the first half of 2019 in order to increase brand awareness and grow the number of customers that come directly to the Booking.com platforms.

Sales and Other Expenses

	Year Ended December 31,		
	(in millions)		
	2019	2018	Increase
<i>Sales and other expenses</i>	\$ 955	\$ 830	15.1%
<i>% of Total revenues</i>	6.3%	5.7%	

Sales and other expenses consist primarily of: (1) credit card and other payment processing fees associated with merchant transactions; (2) fees paid to third parties that provide call center, website content translations and other services; (3) customer chargeback provisions and fraud prevention expenses associated with merchant transactions; (4) customer relations costs; and (5) provisions for bad debt, primarily related to agency accommodation commission receivables. For the year ended December 31, 2019, sales and other expenses, which are substantially variable in nature, increased compared to the year ended December 31, 2018 due primarily to increases in our merchant transaction volumes, partially offset by lower chargeback expense and lower bad debt provisions.

Personnel

	Year Ended December 31,		
	(in millions)		
	2019	2018	Increase
<i>Personnel</i>	\$ 2,248	\$ 2,042	10.0%
<i>% of Total revenues</i>	14.9%	14.1%	

Personnel expenses consist of compensation to our personnel, including salaries, stock-based compensation, bonuses, payroll taxes, and employee health and other benefits. Personnel expenses increased during the year ended December 31, 2019, compared to the year ended December 31, 2018, primarily due to an increase in aggregate salaries of \$132 million related to headcount growth to support our businesses, partially offset by lower bonus expenses. The increase in personnel expenses was also due to an accrual of \$61 million recorded in 2019 to correct an immaterial error related to the nonpayment in prior periods of a wage-related tax under Netherlands' law on compensation paid to certain highly-compensated former employees in the year of their separation from employment with Booking.com. Stock-based compensation expense was \$308 million for the year ended December 31, 2019, compared to \$317 million for the year ended December 31, 2018. Headcount increased, primarily at agoda and Booking.com, in the areas of customer service and information technology to support transaction growth and various business initiatives, such as alternative accommodations, marketing, payments and in-destination experiences.

General and Administrative

	Year Ended December 31,		
	(in millions)		
	2019	2018	Increase
<i>General and administrative</i>	\$ 797	\$ 699	14.2%
<i>% of Total revenues</i>	5.3%	4.8%	

General and administrative expenses consist primarily of: (1) occupancy and office expenses; (2) personnel-related expenses such as travel, relocation, recruiting and training expenses; (3) fees for outside professionals, including litigation expenses; and (4) indirect taxes such as travel transaction taxes and digital services taxes. General and administrative expenses

increased during the year ended December 31, 2019, compared to the year ended December 31, 2018, due to increased professional fees, increased indirect taxes including \$36 million related to French digital service taxes, higher occupancy and office expenses and personnel-related expenses associated with increased headcount and outside consultants to support the expansion of our international businesses.

Information Technology

Year Ended December 31,
(in millions)

	2019	2018	Increase
<i>Information technology</i>	\$ 285	\$ 233	22.3%
<i>% of Total revenues</i>	1.9%	1.6%	

Information technology expenses consist primarily of: (1) software license and system maintenance fees; (2) outsourced data center and cloud computing costs; (3) payments to contractors; and (4) data communications and other expenses associated with operating our services. Information technology expenses increased during the year ended December 31, 2019, compared to the year ended December 31, 2018, due to increased outsourced data center and cloud computing costs to support the growth in our businesses, software fees and payments to contractors.

Depreciation and Amortization

Year Ended December 31,
(in millions)

	2019	2018	Increase
<i>Depreciation and amortization</i>	\$ 469	\$ 426	10.0%
<i>% of Total revenues</i>	3.1%	2.9%	

Depreciation and amortization expenses consist of: (1) amortization of intangible assets with determinable lives; (2) depreciation of computer equipment; (3) amortization of internally-developed and purchased software; and (4) depreciation of leasehold improvements, furniture and fixtures and office equipment. Depreciation and amortization expenses increased during the year ended December 31, 2019, compared to the year ended December 31, 2018, primarily as a result of increases of \$22 million in data center equipment depreciation expenses and \$18 million of internally-developed software amortization expenses due to higher capital expenditures and capitalized software development costs to support growth and geographic expansion.

Other Income (Expense)

Year Ended December 31,
(in millions)

	2019	2018	Increase (decrease)
<i>Interest income</i>	\$ 152	\$ 187	(18.5)%
<i>Interest expense</i>	(266)	(269)	(1.2)%
<i>Net unrealized gains (losses) on marketable equity securities</i>	745	(367)	302.7 %
<i>Foreign currency transactions and other</i>	(18)	(57)	(68.2)%
<i>Total</i>	\$ 613	\$ (506)	221.2 %

Interest income decreased for the year ended December 31, 2019, compared to the year ended December 31, 2018, primarily due to lower average invested balances of marketable securities and lower yields as well as increased usage of investments classified as cash equivalents.

Net unrealized gains (losses) on marketable equity securities for the year ended December 31, 2019 and December 31, 2018 principally related to our equity investments in Trip.com Group and Meituan Dianping (see Note 5 to our Consolidated Financial Statements for further information).

Foreign currency transactions and other includes foreign currency gains or losses on derivative contracts, foreign currency transaction gains or losses, including costs related to foreign currency transactions, and net realized gains or losses on investments and other income or expense. Foreign currency transactions and other includes foreign currency losses on derivative contracts of \$19 million and \$44 million and foreign currency transaction losses of \$13 million and \$9 million for

the years ended December 31, 2019 and 2018, respectively. In addition, foreign currency transactions and other includes a net realized gain of \$11 million for the year ended December 31, 2019 from sales of investments in debt securities.

Income Taxes

	Year Ended December 31,		Increase
	(in millions)		
	2019	2018	
<i>Income tax expense</i>	\$ 1,093	\$ 837	30.6%
<i>% of Earnings before income taxes</i>	18.3%	17.3%	

Our 2019 effective tax rate differs from the U.S. federal statutory tax rate of 21%, primarily due to the benefit of the Netherlands Innovation Box Tax (discussed below), partially offset by the effect of higher international tax rates and U.S. federal and state tax associated with our current year international earnings, resulting from the enactment of the Tax Act, as well as certain non-deductible expenses. Our 2018 effective tax rate differs from the U.S. federal statutory tax rate of 21%, primarily due to the benefit of the Netherlands Innovation Box Tax and the \$46 million benefit resulting from the adjustment to our 2017 provisional income tax expense due to our completion of the accounting for the income tax effects of the Tax Act, partially offset by the effect of higher international tax rates and U.S. federal and state tax associated with our 2018 international earnings, resulting from the enactment of the Tax Act, as well as certain non-deductible expenses.

Our effective tax rate was higher for the year ended December 31, 2019, compared to the year ended December 31, 2018, primarily as a result of (1) higher U.S. gains from equity securities that contributed to a lower international jurisdictional earnings mix, which lessened the impact of the benefit of the Netherlands Innovation Box Tax, and (2) the effect of the higher tax benefit recorded during the year ended December 31, 2018 to adjust our 2017 provisional income tax expense related to the Tax Act. These increases in our effective tax rate were partially offset by higher U.S. federal tax credits, lower U.S. federal and state tax associated with our current year international earnings, and certain lower non-deductible expenses.

A portion of Booking.com's earnings during the years ended December 31, 2019 and 2018 qualified for Innovation Box Tax treatment under Dutch tax law, which had a significant beneficial impact on our effective tax rates for those periods. In 2019, the Dutch government approved a reduction in its corporate income tax rate from 25% to 21.7%, effective in 2021. Furthermore, the Dutch government has proposed an increase in the Innovation Box Tax rate from 7% to 9%, which, if enacted, could be effective beginning in 2021. While we expect Booking.com to continue to qualify for Innovation Box Tax treatment with respect to a portion of its earnings for the foreseeable future, the loss of the Innovation Box Tax benefit, whether due to a change in tax law or a determination by the Dutch government that Booking.com's activities are not innovative or for any other reason, would substantially increase our effective tax rate and adversely impact our results of operations and cash flows. See Part I, Item 1A, Risk Factors - "We may not be able to maintain our 'Innovation Box Tax' benefit."

Results of Operations

Year Ended December 31, 2018 compared to Year Ended December 31, 2017

For a comparison of our results of operations for the fiscal years ended December 31, 2018 and 2017, see [Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations](#), of our Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the SEC on February 27, 2019.

Liquidity and Capital Resources

At December 31, 2019, we had \$11.8 billion in cash, cash equivalents and short-term and long-term investments, of which approximately \$4.7 billion is held by our international subsidiaries and is denominated primarily in U.S. Dollars, Euros and, to a lesser extent, British Pounds Sterling and other currencies. Cash equivalents and short-term and long-term investments are principally comprised of U.S. and international corporate bonds, U.S. and international government securities, money market funds, time deposits and certificates of deposit, convertible debt securities and American Depositary Shares ("ADSs") of Trip.com Group, Meituan Dianping equity securities and our investments in private companies. In August 2019, \$500 million of Trip.com Group convertible notes were repaid on maturity. See Notes 5 and 6 to our Consolidated Financial Statements for further information.

In the first quarter of 2020 and 2019, we made prepayments of \$717 million and \$774 million, respectively, which represent a portion of our Dutch income tax liability, to earn prepayment discounts.

At December 31, 2019, we had a remaining transition tax liability of \$1.1 billion as a result of the Tax Act, which included \$1.0 billion reported as "Long-term U.S. transition tax liability" and \$53 million included in "Accrued expenses and other current liabilities" in the Consolidated Balance Sheet. This liability will be paid over the next seven years. Generally, in accordance with the Tax Act, future repatriation of our international cash will not be subject to a U.S. federal income tax liability as a dividend, but will be subject to U.S. state income taxes and international withholding taxes, which have been accrued by us. See Note 15 to our Consolidated Financial Statements for further information.

In August 2019, we entered into a \$2.0 billion five-year unsecured revolving credit facility with a group of lenders. The revolving credit facility provides for the issuance of up to \$80 million of letters of credit as well as borrowings of up to \$100 million on same-day notice, referred to as swingline loans. The proceeds of loans made under the facility can be used for working capital and general corporate purposes, including acquisitions, share repurchases and debt repayments. At December 31, 2019, there were no borrowings outstanding and \$5 million of letters of credit issued under the facility. Upon entering into the new revolving credit facility in August 2019, we terminated the \$2.0 billion five-year revolving credit facility entered into in June 2015. We made several short-term borrowings under this prior revolving credit facility in the first half of 2019 totaling \$400 million, all of which were repaid prior to June 30, 2019. See Note 12 to our Consolidated Financial Statements for further information.

Our Convertible Senior Notes due June 2020 (the "2020 Notes") are reported as current liabilities in the Consolidated Balance Sheet at December 31, 2019. The holders will have the right to convert all or any portion of the 2020 Notes starting on March 15, 2020 regardless of our stock price (see Note 12 to the Consolidated Financial Statements).

During the year ended December 31, 2019, we repurchased 4,444,944 shares of our common stock for an aggregate cost of \$8.2 billion. At December 31, 2019, we had a remaining aggregate amount of \$11.5 billion authorized by our Board of Directors to repurchase our common stock. We have continued to make repurchases of our common stock in the first quarter of 2020 and may continue to make additional repurchases of our common stock from time to time, depending on prevailing market conditions, alternate uses of capital and other factors.

In September 2016, we signed a turnkey agreement to construct an office building for Booking.com's future headquarters in the Netherlands for 270 million Euros. Upon signing this agreement, we paid 43 million Euros for the acquired land-use rights. In addition, since signing the turnkey agreement we have made several progress payments principally related to the construction of the building. At December 31, 2019, we have a remaining obligation of 109 million Euros (\$123 million) related to the building construction, which will be paid through mid-2022, when we anticipate construction will be complete. In addition to the turnkey agreement, we have a remaining obligation at December 31, 2019 to pay 71 million Euros (\$80 million) over the remaining term of the acquired land lease. We will also make additional capital expenditures to fit out and furnish the office space. See Note 16 to our Consolidated Financial Statements.

Cash Flow Analysis

Net cash provided by operating activities decreased by \$473 million, for the year ended December 31, 2019, compared to

the year ended December 31, 2018, primarily due to the payment of \$403 million in 2019 to French tax authorities to preserve our right in order to contest certain tax assessments in court (see Note 16 to our Consolidated Financial Statements).

Net cash provided by operating activities for the year ended December 31, 2019, was \$4.9 billion, resulting from net income of \$4.9 billion and a favorable impact from adjustments for non-cash items of \$541 million, partially offset by an unfavorable net change in working capital and long-term assets and liabilities of \$541 million. Non-cash items were

principally associated with net unrealized gains on marketable equity securities, depreciation and amortization, stock-based compensation expense, operating lease amortization and the provision for uncollectible accounts and chargebacks. The changes in working capital for the year ended December 31, 2019, reflecting the increase in business volume and growth in Booking.com's merchant transactions, were primarily related to a \$480 million increase in accounts payable, accrued expenses and other current liabilities, offset by a \$323 million increase in accounts receivable and \$263 million increase in prepaid expenses and other current assets. Net change in other long-term assets and liabilities of \$399 million was primarily due to the increase in other long-term assets related to the payment of \$403 million to French tax authorities in order to preserve our right to contest the assessments in court (see Note 16 to our Consolidated Financial Statements).

Net cash provided by operating activities for the year ended December 31, 2018 was \$5.3 billion, resulting from net income of \$4.0 billion, a favorable impact from adjustments for non-cash items of \$1.2 billion and a favorable net change in working capital and long-term assets and liabilities of \$125 million. Non-cash items were principally associated with net unrealized losses on marketable equity securities, stock-based compensation expense, depreciation and amortization and the provision for uncollectible accounts and chargebacks. The changes in working capital for the year ended December 31, 2018, reflecting the increase in business volume and growth in Booking.com's merchant transactions, were primarily related to a \$635 million increase in accounts payable, accrued expenses and other current liabilities, offset by a \$319 million increase in accounts receivable and a \$201 million increase in prepaid expenses and other current assets.

Net cash provided by investing activities for the year ended December 31, 2019 was \$7.1 billion, principally resulting from the proceeds from sales and maturities of investments of \$8.1 billion, net of purchases of \$0.7 billion. Net cash provided by investing activities for the year ended December 31, 2018 was \$2.2 billion, principally resulting from the proceeds from sales and maturities of investments of \$5.6 billion, net of purchases of \$2.7 billion, partially offset by acquisitions and other investments, net of cash acquired, of \$273 million. Cash invested in the purchase of property and equipment was \$368 million and \$442 million for the years ended December 31, 2019 and 2018, respectively, which primarily related to additional data center capacity and new offices to support growth and geographic expansion related to our Booking.com and agoda brands. Cash invested in the purchase of property and equipment for the years ended December 31, 2019 and 2018 includes payments of \$51 million and \$78 million, respectively, related to the turnkey agreement for constructing Booking.com's future headquarters.

Net cash used in financing activities for the year ended December 31, 2019 was \$8.2 billion, almost entirely resulting from payments for the repurchase of common stock. Net cash used in financing activities for the year ended December 31, 2018 was \$7.4 billion, which primarily consisted of payments for the repurchase of common stock of \$6.0 billion and payments for the conversion of senior notes of \$1.5 billion.

For a discussion of our liquidity and capital resources as of and our cash flow activities for the fiscal year ended December 31, 2017, see Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, of our Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the SEC on February 27, 2019.

Contingencies

French tax authorities conducted an audit of Booking.com for the years 2003 through 2012 and are conducting audits for the years 2013 through 2018. They are asserting that Booking.com has a permanent establishment in France and are seeking to recover what they claim are unpaid income and value-added taxes. In December 2015, the French tax authorities issued Booking.com assessments related to tax years 2003 through 2012 for approximately 356 million Euros, the majority of which represents penalties and interest. As a result of a formal demand from the French tax authorities for payment of the amounts assessed for the years 2003 through 2012, in January 2019, we paid the assessments of approximately 356 million Euros (\$403 million) in order to preserve our right to contest those assessments in court. The payment, which is included in "Other assets" in the Consolidated Balance Sheet at December 31, 2019, does not constitute an admission that we owe the taxes and will be refunded (with interest) to us to the extent we prevail. If we are unable to resolve the matter with the French tax authorities, we plan to challenge the assessments in the French courts. In December 2019, the French tax authorities issued an additional assessment of 70 million Euros (\$79 million), including interest and penalties, for the 2013 year asserting that Booking.com has taxable income in France attributable to a permanent establishment in France. Furthermore, the French tax authorities have issued assessments totaling 39 million Euros (\$44 million), including interest and penalties, for certain tax years between 2011 and 2015 on

Booking.com's French subsidiary asserting that the subsidiary did not receive sufficient compensation for the services it rendered to Booking.com in the Netherlands. We have not recorded a liability in connection with any of the French tax assessments as we believe that Booking.com has been, and continues to be, in compliance with French tax law, and we are contesting the assessments. Additional assessments could result when the French tax authorities complete the outstanding audits. See Note 16 to our Consolidated Financial Statements and Part I, Item 1A, Risk Factors - "*We may have exposure to additional tax liabilities.*"

Contractual Obligations and Commercial Commitments

The following table represents our material contractual obligations and commercial commitments at December 31, 2019:

	By Period (in millions)				
	Total	Less than 1 Year	1 to 3 Years	3 to 5 Years	More than 5 Years
Operating lease obligations ⁽¹⁾	\$ 690	\$ 172	\$ 251	\$ 104	\$ 163
Building construction obligation ⁽²⁾	123	55	68	—	—
Purchase obligations ⁽³⁾	79	65	14	—	—
Senior notes ⁽⁴⁾	9,639	1,170	3,293	1,867	3,309
U.S. transition tax liability	1,074	53	198	308	515
Letters of credit and bank guarantees ⁽⁵⁾	160	118	23	1	18
Revolving credit facility ⁽⁶⁾	9	2	4	3	—
Total ⁽⁷⁾	\$ 11,774	\$ 1,635	\$ 3,851	\$ 2,283	\$ 4,005

- (1) Includes the land lease for Booking.com's future headquarters. See Notes 10 and 16 to our Consolidated Financial Statements for further details.
- (2) See Note 16 to our Consolidated Financial Statements for further details.
- (3) Represents significant noncancellable contractual obligations individually greater than \$10 million. The obligations are primarily related to sponsorship and cloud hosting arrangements.
- (4) Represents the aggregate principal amount of our senior notes outstanding at December 31, 2019 and cumulative interest to maturity of \$928 million. Convertible debt does not reflect the market value in excess of the outstanding principal amount because we can settle the conversion premium amount in cash or shares of common stock at our option. See Note 12 to our Consolidated Financial Statements.
- (5) Standby letters of credit and bank guarantees issued on behalf of the Company at December 31, 2019 are primarily related to payment guarantees to third-party payment processors (see Notes 12 and 16).
- (6) Represents commitment fees on undrawn balances available under the revolving credit facility and fees on outstanding letters of credit at December 31, 2019.
- (7) We reported "Other long-term liabilities" of \$104 million in the Consolidated Balance Sheet at December 31, 2019, the majority of which relates to unrecognized tax benefits of \$51 million (see Note 15 to our Consolidated Financial Statements). We have excluded these long-term liabilities from the contractual obligations table above as a variety of factors could affect the timing of payments for the liabilities; therefore, we cannot reasonably estimate the timing of such payments. We believe that these matters will likely not be resolved in the next twelve months and, accordingly, we have classified the estimated liability as non-current in the Consolidated Balance Sheet.

In 2018, we entered into an agreement to sign a future lease related to approximately 222,000 square feet of office space in the city of Manchester in the United Kingdom for the future headquarters of Rentalcars.com. Our obligation to execute the lease is conditional upon the lessor completing certain activities, which are expected to be completed in 2021. If these activities are completed, the lease will commence for a term of approximately 13 years and we will have a lease obligation of approximately 65 million British Pounds Sterling (\$86 million), excluding lease incentives. We will also make capital expenditures to fit out and furnish the office space. The obligation is not included in the table of contractual obligations presented above.

We believe that our existing cash balances and liquid resources will be sufficient to fund our operating activities, capital

expenditures and other obligations through at least the next twelve months. However, if during that period or thereafter, we are not successful in generating sufficient cash flow from operations or in raising additional capital when required in sufficient amounts and on terms acceptable to us, we may be required to reduce our planned capital expenditures and scale back the scope of our business plans, either of which could have a material adverse effect on our future financial condition or results of operations. If additional funds were raised through the issuance of equity securities, the percentage ownership of our then current stockholders would be diluted. We may not generate sufficient cash flow from operations in the future, revenue growth

Revenue Recognition

Online travel reservation services

On January 1, 2018, the Company adopted ASC 606, *Revenue from Contracts with Customers*, using a modified retrospective method applied to all contracts as of January 1, 2018. Therefore, for reporting periods beginning after December 31, 2017, the financial statements are prepared in accordance with the current revenue recognition standard and the financial statements for all periods prior to January 1, 2018 are presented under the previous revenue recognition accounting standard. The Company recorded a net increase to its retained earnings of \$189 million, net of tax, as of January 1, 2018, due to the cumulative impact of adopting the current revenue recognition standard, with substantially all of the impact related to the Company's travel reservation services.

For periods beginning after December 31, 2017, the Company recognizes revenue for travel reservation services when the travel begins rather than when the travel is completed. Substantially all of the Company's revenues are generated by providing online travel reservation services, which principally allows travelers to book travel reservations with travel service providers through the Company's platforms. While the Company generally refers to a consumer that books travel reservation services on the Company's platforms as its customer, for accounting purposes, the Company's customers are the travel service providers and, in certain merchant transactions, the travelers. The Company's contracts with travel service providers give them the ability to market their reservation availability without transferring responsibility to deliver the travel service to the Company. Therefore, the Company's revenues are presented on a net basis in the Consolidated Statements of Operations. These contracts include payment terms and establish the consideration to which the Company is entitled, which includes either a commission or a margin on the travel transaction. Revenue is measured based on the expected consideration specified in the contract with the travel service provider, considering the effects of sales incentives, "no show" cancellations (where the traveler has not cancelled the reservation but does not arrive on the scheduled reservation date) and "late" cancellations (where the travel service provider accepts a cancellation after its cancellation cut-off date). Estimates for cancellations and sales incentives are based on historical experience and current trends. Coupons are recorded as a reduction of the transaction price at the time they are redeemed. The local occupancy taxes, general excise taxes, value-added taxes, sales taxes and other similar taxes ("travel transaction taxes"), if any, collected from travelers are reported on a net basis in revenues in the Consolidated Statements of Operations.

Revenues for online travel reservation services are recognized at a point in time when the Company has completed its post-booking services and the travelers begin using the arranged travel services. These services are classified into two categories:

- Agency revenues are derived from travel-related transactions where the Company does not facilitate payments from travelers for the services provided. The Company invoices the travel service providers for its commissions in the month that travel is completed. Agency revenues consist almost entirely of travel reservation commissions. Substantially all of the Company's agency revenue is from Booking.com agency accommodation reservations.
- Merchant revenues are derived from travel-related transactions where the Company facilitates payments from travelers for the services provided, generally at the time of booking. The Company records cash collected from travelers, which includes the amounts owed to the travel service providers and the Company's commission or margin and fees, as deferred merchant bookings until the arranged travel service begins. Merchant revenues include travel reservation commissions and transaction net revenues (i.e., the amount charged to travelers less the amount owed to travel service providers) in connection with the Company's merchant reservations services; credit card processing rebates and customer processing fees; and ancillary fees, including travel-related insurance revenues and certain GDS reservation booking fees. Substantially all merchant revenues are derived from transactions where travelers book accommodation reservations or rental car reservations.

Under the previous revenue recognition standard, revenues from priceline's *Name Your Own Price*® transactions were presented on a gross basis with the amount remitted to the travel service providers reported as cost of revenues. Under the current revenue recognition standard, *Name Your Own Price*® revenues are reported on a net basis with the amount remitted to the travel service providers recorded as an offset in merchant revenues. Therefore, for periods beginning after December 31, 2017, the Company no longer presents "Cost of revenues" or "Gross profit" in its Consolidated Statements of Operations. Total revenues reported in 2019 and 2018 are comparable to gross profit

reported in previous years.

Advertising and Other Revenues

Advertising and other revenues are primarily recognized by KAYAK and OpenTable. KAYAK recognizes advertising revenue primarily by sending referrals to online travel companies ("OTCs") and travel service providers and from advertising placements on its platforms. Revenue related to referrals is recognized when a consumer clicks on a referral placement or upon completion of the travel. Revenue for advertising placements is recognized based upon when a consumer clicks on an advertisement or when KAYAK displays an advertisement. OpenTable recognizes revenues for reservation fees when diners are seated through its online restaurant reservation service and revenues for subscription fees for restaurant management services on a straight-line basis over the contractual period in accordance with how the service is provided.

Accrued Liabilities for Loyalty and Other Incentive Programs — See Note 3.

Deferred Revenue — See Note 3.

Advertising Expenses

The Company's advertising expenses are reported in and presented as "Performance marketing" and "Brand marketing" expenses in the Consolidated Statements of Operations. Included in "Accrued expenses and other current liabilities" in the Consolidated Balance Sheets are accrued performance advertising liabilities of \$333 million and \$313 million at December 31, 2019 and 2018, respectively.

Performance Marketing

Performance marketing expenses are expenses generally measured by return on investment or an increase in bookings over a specified time period. These expenses consist primarily of the costs of: (1) search engine keyword purchases; (2) referrals from meta-search and travel research websites; (3) affiliate programs; and (4) other performance-based marketing and incentives. Performance marketing expenses are recognized as incurred.

Brand Marketing

Brand marketing expenses are expenses incurred to build brand awareness over a specified time period. These expenses consist primarily of television advertising and online video and display advertising (including the airing of the Company's television advertising online), as well as other marketing expenses such as public relations and sponsorships. Brand marketing expenses are generally recognized as incurred with the exception of advertising production costs, which are deferred and expensed the first time the advertisement is displayed or broadcast.

Sales and Other Expenses

Sales and other expenses are generally variable in nature and consist primarily of: (1) credit cards and other payment processing fees associated with merchant transactions; (2) fees paid to third parties that provide call center, website content translations and other services; (3) customer chargeback provisions and fraud prevention expenses associated with merchant transactions; (4) customer relations costs; (5) provisions for bad debt, primarily related to agency accommodation commission receivables; and (6) insurance claim costs for the Company's travel-related insurance business.

Personnel

Personnel expenses consist of compensation to the Company's personnel, including salaries, stock-based compensation, bonuses, payroll taxes and employee health and other benefits. Included in "Accrued expenses and other current liabilities" in the Consolidated Balance Sheets are accrued compensation liabilities of \$344 million and \$348 million at December 31, 2019 and 2018, respectively.

Stock-Based Compensation

Stock-based compensation expense related to performance share units, restricted stock units and stock options is recognized based on fair value on a straight-line basis over the respective requisite service periods and forfeitures are accounted for when they occur. The fair value on the grant date of performance share units and restricted stock units is determined based on the

number of units granted and the quoted price of the Company's common stock. The Company records stock-based compensation expense for performance-based awards using its estimate of the probable outcome at the end of the performance period (i.e., the estimated performance against the performance targets). The Company periodically adjusts the cumulative stock-based compensation expense recorded when the probable outcome for these performance-based awards is updated based upon changes in actual and forecasted operating results. The fair value of employee stock options assumed in acquisitions was

determined using the Black-Scholes model and the market value of the Company's common stock at the respective acquisition dates.

The benefits of tax deductions in excess of recognized compensation costs are recognized in the income statement as a discrete item when an option exercise or a vesting and release of shares occurs. Excess tax benefits are presented as operating cash flows and cash payments for employee statutory tax withholding related to vested stock awards are presented as financing cash flows in the Consolidated Statements of Cash Flows. See Note 4 for further information related to stock-based awards.

Information Technology

Information technology expenses consist primarily of: (1) software license and system maintenance fees; (2) outsourced data center and cloud computing costs; (3) payments to contractors; and (4) data communications and other expenses associated with operating the Company's services.

Income Taxes

The Company accounts for income taxes under the asset and liability method. The Company records the estimated future tax effects of temporary differences between the tax bases of assets and liabilities and amounts reported in the Consolidated Balance Sheets, as well as operating loss and tax credit carryforwards. Deferred taxes are classified as noncurrent in the balance sheet.

The Company records deferred tax assets to the extent it believes these assets will more likely than not be realized. The Company regularly reviews its deferred tax assets for recoverability considering historical profitability, projected future taxable income, the expected timing of the reversals of existing temporary differences, the carryforward periods available for tax reporting purposes, and tax planning strategies. A valuation allowance is provided when it is more likely than not that some portion or all of a deferred tax asset will not be realized. The ultimate realization of deferred tax assets depends on the generation of future taxable income during the period in which related temporary differences become deductible. In determining the future tax consequences of events that have been recognized in the financial statements or tax returns, significant judgments, estimates, and interpretation of statutes are required.

Deferred taxes are measured using the enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date of such change.

The Company recognizes liabilities when it believes that uncertain positions may not be fully sustained upon audit by the tax authorities. Liabilities recognized for uncertain tax positions are based on a two-step approach for recognition and measurement. First, the Company evaluates the tax position for recognition by determining if the weight of available evidence indicates it is more likely than not that the position will be sustained on audit based on its technical merits. Second, the Company measures the tax benefit as the largest amount that is more than 50% likely of being realized upon ultimate settlement. Interest and penalties attributable to uncertain tax positions, if any, are recognized as a component of income tax expense.

In 2018, the Company adopted an accounting policy to treat taxes on global intangible low-taxed income ("GILTI") introduced by the U.S. Tax Cuts and Jobs Act (the "Tax Act") as period costs. See Note 15 for further details related to income taxes.

Segment Reporting

The Company historically determined that its primary brands constituted its operating segments. In 2019, reflecting changes to the management structure, the Company reorganized its operating segments from six to four operating segments by combining Booking.com with Rentalcars.com and KAYAK with OpenTable. The Company's Booking.com and Rentalcars.com operating segment represents a substantial majority of total revenues and operating income. The Company's operating segments continue to be aggregated into one reportable segment based on the similarity in economic characteristics, other qualitative factors and the objectives and principles of ASC 280, *Segment Reporting*. For geographic information, see Note 18.



How we work

Updated October 31, 2023

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1. Accommodations

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1A. Definitions and Who We Are

Some of the words you'll see have very specific meanings, so please check out the "Booking.com dictionary" in our Terms of Service.

When you book an Accommodation, Booking.com B.V. provides and is responsible for the Platform – but not the Travel Experience itself (see 1B below). Booking.com B.V. is a company incorporated under the laws of the Netherlands (registered address: Oosterdokskade 163, 1011 DL, Amsterdam, The Netherlands; Chamber of Commerce number: 31047344; VAT number: NL805734958B01).

1B. How does our service work?

We make it easy for you to compare Bookings from many hotels, property owners, and other Service Providers.

When you make a Booking on our Platform, you enter into a contract with the Service Provider (unless otherwise stated).

The information on our Platform is based on what Service Providers tell us. We do our best to keep things up to date at all times, but realistically, it can take a few hours to update, e.g. text descriptions and lists of the facilities that Accommodations provide.

1C. Who do we work with?

Only Service Providers that have a contractual relationship with us will be displayed on our Platform. They may offer Travel Experiences outside our Platform as well.

We don't own any Accommodations ourselves—each Service Provider is a separate company that has agreed to work with us in a certain way.

Our Platform tells you how many Accommodations you can book through us worldwide – and our search results page tells you how many of them might be right for you, based on what you've told us.

1D. How do we make money?

We don't buy or (re-)sell any products or services. Once your stay is finished, the Service Provider simply pays us a commission.

If the second Accommodation in your search results has a badge that says "Ad," this means that the Service Provider has paid for it to appear there, as part of our "Booking Network Sponsored Ads" program.

1E. Our recommendation systems

How Booking.com uses recommendation systems

All great properties deserve to be discovered. That's why we use "recommendation" systems to display information on our Platform in a way that'll help you discover properties we think you'll like. For example, on the "Stays" landing page, you'll find a number of recommendation systems, including:

- **Trending destinations.** Destinations you may want to travel to, based on Bookings made by other travelers whose searches were similar to yours.

- **Homes guests love.** Home properties with high review scores.
- **Looking for the perfect stay?** Properties (as opposed to destinations) that you may want to stay at, based on Bookings made by other guests whose searches were similar to yours.

Our search results are also a recommendation system. In fact, it's the recommendation system that our customers use the most, so please check out "Our default ranking and sorting options" below.

All the recommendation systems we use provide recommendations based on one or more of the following factors:

- What you tell us in the search form: destination, dates, number of guests, etc.
- Any information we've gathered based on how you interact with our Platform: your past searches on our Platform, the country where you are while browsing, etc.
- An Accommodation's performance on our Platform:
 - its click-through rate (how many people click on it)
 - its gross bookings (how many bookings are made with that Accommodation)
 - its net bookings (how many bookings are made with that Accommodation, minus how many are canceled)
- Information about an Accommodation's availability, pricing scores, review scores, etc.

To make it as easy as possible for you to find and book an Accommodation, each factor can be more (or less) important in different cases, depending on what we think is most likely to produce a list of properties you may want to book.

Our default ranking and sorting options

Our search results are also a recommendation system. They show all the Accommodations (hotels, apartments, etc.) that match your search.

To see all the booking options an Accommodation offers, just click it.

When you first get your search results, they'll be sorted ("ordered") by "Our top picks" (called "Popularity" on our app):

- To appear high up on the page, an Accommodation needs to do well in each of these three areas:
 - **Click-through rate.** How many people click it
 - **Gross bookings.** How many bookings are made with that Accommodation
 - **Net bookings.** How many bookings are made with that Accommodation, minus how many are canceled.
- As you can imagine, those numbers depend on lots of factors, including review

scores, availability, policies, pricing, quality of content (e.g. photos), and other features.

- An Accommodation's ranking can also be influenced by other things—for example, how much commission they pay us on Bookings, how quickly they usually pay it, whether they're part of our Genius program or Preferred Partner(+) Program and in certain places*, whether we organize their payments.
- Any information we've gathered based on how you interact with our Platform (including what you tell us) will also be a factor.

* This ranking factor currently only applies to US accommodations booked by US-based customers.

Many of the above factors help our recommendation system decide which Accommodations might be the most appealing and relevant to you. Some play a small role in that decision, while others play a big role—and the importance of each factor can change, depending on the features of the Accommodation and on how you and other people use our Platform.

For example, an Accommodation's click-through rate and number of Bookings often play a large role in the decisions. That's because they're a direct reflection of the Accommodation's overall appeal and how satisfied its guests tend to be with what it offers.

A high click-through rate usually means that the Accommodation makes a good first impression on our Platform (e.g. through images, amenities, or descriptions)—and getting a lot of Bookings indicates that many people find it really does meet their requirements.

But other factors play a role as well. For example, we might give preference to Accommodations that are part of our Genius program – or offer versatile, user-friendly payment policies. After all, these factors suggest that these Accommodations understand how important service and convenience are to our customers.

Our recommendations are also influenced by how other customers with similar preferences use our Platform. For example, if:

- Person A often books Accommodations in Paris, Barcelona, and Rome and
- Person B often books Accommodations in Paris, Barcelona, Rome, Berlin, and Madrid

...then our recommendation system might predict that Person A would also be interested in properties in Berlin and Madrid.

If the second Accommodation in your search results has a badge that says

"Ad," this means that the Service Provider has paid for it to appear there, as part of our "Booking Network Sponsored Ads" program.

If you would prefer us not to order your search results in our default way, you can sort them in other ways, such as:

- **Homes and apartments first.** Homes and apartments appear higher up than hotels and other types of Accommodations.
- **Price (lowest first).** Accommodations with lower prices appear higher up.
- **Genius discount first.** Genius Accommodations appear higher up than other Accommodations.
- **Property rating (high to low).** Accommodations with more stars* and/or higher quality ratings* appear higher up.
- **Property rating (low to high).** Accommodations with fewer stars and/or lower quality ratings appear higher up.
- **Top reviewed (called "Best reviewed" in our app).** Accommodations with higher review scores* appear higher up. If you see any instances where this isn't the case, it's just because we also factor in reliability (i.e. number of reviews). For example, an Accommodation with 1,000 reviews and an average score of 8.2 could appear above an Accommodation with 5 reviews and an average score of 8.3.
- **Distance from (X).** Accommodations that are closer to X (e.g., the city center) appear higher up the page. (When we say "close," we mean "close in a straight line.")
- **Property rating.** Accommodations with more stars appear higher up. Within each segment (5 stars, 4 stars, etc.) the ones with lower prices appear higher up.
- **Best reviewed and lowest price.** Accommodations with higher review scores appear higher up. Within each 0.5 segment (between 10 and 9.5, between 9.5 and 9, etc.) the ones with lower prices appear higher up.

* Check out "Star ratings, review scores and quality ratings" (1J) below.

Keep in mind that whatever sorting option you choose, the factors described in "Our top picks" may still influence things. For instance, those factors might act as "tiebreakers" between two or more Accommodations that would otherwise appear in the same spot. However, the "Our top picks" factors are purely secondary—because they're only used where we need to decide which of two properties to put first.

Personalized recommendations

Some of our recommendation systems make personalized recommendations based on how you have interacted with Booking.com systems such as Destination Postcards, Nearby destinations, and our search results. If you're based in the EEA, you can change your settings so our recommendation systems do not provide you with personalized recommendations. To do that—if

you're using:

- **Our desktop or mobile site:** click "Manage personalized recommendations" in the footer
- **Our app:** tap "Manage personalized recommendations" in the banner.

Even if you do that, we may still retain some information about you so we can give you a more convenient experience. This could be information that you provided (e.g., your phone number or email address) or that we gathered based on how you interact with our Platform.

Your preference (about personalized recommendations) will apply on any device on which you have signed in to your Booking.com account. If you're not signed in to your account, your preference will not apply to other devices; it'll be saved as part of your "cookies," and when that cookie expires, so will your preference.

1F. Reviews

Each review score is between 1–10. To get the overall score that you see, we add up all the review scores we've received and divide that total by the number of review scores we've received. In addition, guests can also give separate "subscores" for specific Travel Experience aspects such as: location, cleanliness, staff, comfort, facilities, value for money, and free Wifi. Guests submit their sub-scores and their overall scores independently, so there's no direct link between them.

You can review an Accommodation that you booked through our Platform if you stayed there, or if you arrived at the Accommodation but didn't actually stay there. To edit a review you already submitted, contact our Customer Service team.

We have people and automated systems that specialize in detecting fake reviews submitted to our platform. If we find any, we delete them and, if necessary, take action against whoever is responsible.

Anyone who spots something problematic can always report it to our Customer Service team, and our Fraud team will investigate.

Ideally, we would publish every consumer review we receive, whether positive or negative, unless it breaches our Content Standards and Guidelines.

To make sure reviews are relevant, we may only accept reviews that are submitted within 3 months of checking out, and we may stop showing reviews

once they're 36 months old – or if the Accommodation has a change of ownership.

An Accommodation may choose to reply to a review.

When you see multiple reviews, the most recent ones will be at the top, subject to a few other factors (what language a review is in, whether it's just a score or contains comments as well, etc.). To make sure the most helpful reviews appear first, each factor can become more (or less) important—depending on how our Platform changes over time, for example.

If you would prefer us not to order reviews in our default way, you can sort them based on other factors, such as:

- **Newest first**
- **Oldest first**
- **Highest scores**
- **Lowest scores**

Sometimes we show external review scores from other well-known travel websites, but make it clear when we do this.

Reviews may contain translations powered by Google, not Booking.com. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

1G. Prices

The rates displayed on our Platform are set by the Service Providers. We may finance rewards or other benefits out of our own pocket.

When you make a Booking, you agree to pay the cost of the Travel Experience itself and any other charges and taxes that may apply (e.g. for any extras). Taxes and fees may vary for different reasons, such as the Service Provider's location, the kind of room selected, and the number of guests. The price description tells you whether any taxes and fees are included or excluded. You'll be able to find more information about the price while you're booking.

Our Platform provides descriptions of any equipment and facilities that Service Providers offer (based on what they tell us). It also tells you how much extra they'll cost, if anything.

1H. Payments

There are three ways you might pay for your Booking:

- **The Service Provider charges you at the Accommodation.**
- **The Service Provider charges you in advance.** We (or our affiliate) will take your Payment Method details and forward them to the Service Provider.
- **We organize your payment to the Service Provider in advance.** We (or our affiliate) will take your Payment Method details and make sure the Service Provider is paid.

If you cancel a Booking or don't show up, any cancellation/no-show fee or refund will depend on the Service Provider's cancellation/no-show policy.

1I. Host type

We ask Service Providers, wherever they are in the world, to tell us if they're acting as a "private host" or as a "professional host," as defined by EU law.

EU consumer law says we have to tell you this. So if you're in the European Economic Area (EEA), Switzerland, or the United Kingdom, you might see that some Accommodations in our search results have a "managed by a private host" label, and a description of what that means. All other Accommodations, to the best of our knowledge, are managed by "professional hosts."

This label has no relevance in terms of tax, including VAT and other "indirect taxes" that relate to added value, sales, or consumption.

1J. Star ratings, review scores, and quality ratings

We don't assign star ratings. Depending on local regulations, they're assigned (a) by the Service Providers themselves or (b) by independent third parties (e.g. organizations that rate hotels). Either way, star ratings show you how Accommodations measure up in terms of—among others—value, facilities, and available services. We don't impose our own standards for star ratings, and we don't review these star ratings, but if we become aware that a star rating is inaccurate, we'll ask the Service Provider to either prove they deserve it – or adjust it!

What a star rating looks like: 1–5 yellow stars next to the property's name.

We don't assign review scores. Our customers do. See "Reviews" (1F) above.

What a review score looks like: A blue square with a white number in it (1–10).

We do assign quality ratings. To help customers find the ideal

Accommodation for them, we assign quality ratings to certain Accommodations on our Platform. Each rating is based on 400+ features, which fall into 5 major categories:

- facilities/amenities/services
- “property configuration” (e.g. unit size, number of rooms, and occupancy)
- number and quality of photos uploaded by the Service Provider
- average review score (and subscores that we know customers find particularly helpful, such as cleanliness)
- overall historical Booking data (for example, to assess Accommodations’ star ratings).

We use these features to figure out statistical patterns, and we carry out an analysis using machine learning. This automatically calculates a quality rating of between 1 and 5.

What a quality rating looks like: 1–5 yellow squares next to the property’s name.

1K. Help and advice – if the unexpected happens

If you have any questions, or if something doesn’t go according to plan, just contact us. You can do this by accessing your Booking either through our app, or through our Help Center, where you’ll also find some useful FAQs). We handle complaints as soon as possible, treating the most urgent ones as the highest priority

You can help us help you as quickly as possible by providing:

- your Booking confirmation number, your Booking.com PIN code, your contact details, and the email address you used when you booked your stay
- a summary of the situation you need assistance with, including how you’d like us to help you
- any supporting documents (bank statement, photos, receipts, etc.).

Whatever the issue, we will do what we can to help you.

- **What happens if a Booking is mispriced?** Sometimes (very rarely), you might see an obvious incorrect price on our Platform. If that happens, and if you make your Booking before we correct the mistake, your Booking may be canceled and we’ll refund anything you’ve paid.
- **Do we ever remove Service Providers from our Platform altogether?** Of course. We can do that if we find out they’ve breached their contractual obligations, for example, or that they’ve provided an inaccurate description of their Accommodation (and failed to correct it when we asked them to).

For more info, check out "What if something goes wrong?" (A15) and "Applicable law and forum" (A19) in our Terms of Service.

1L. Overbooking

Once your Booking is confirmed, your Service Provider is required to honor it. If the Service Provider is "overbooked," they're responsible for finding a solution as soon as possible – but we provide them with guidelines, as well as practical help.

If they can't give you the option you booked and they can't offer you a suitable alternative:

- you'll be able to cancel your Booking at no cost (with a refund of anything you've paid)
- if you like, we'll then help you choose an alternative Accommodation of a similar category and price on our Platform (if available)—and if it's a bit more expensive, we'll refund the difference when you send us the invoice that you get from your new Service Provider.

When it comes to refunds...

- **If your Service Provider had organized your payment**, we'll try to ensure they refund you as soon as possible.
- **If we organized your payment**, we'll refund you ourselves. In 90% of cases, the money should be in your account within 5 business days of the time when:
 - your original Booking is canceled, or
 - we verify the invoice you send us (to show that you stayed somewhere else).

2. Attractions

2A. Definitions and Who We Are

2B. How does our service work?

2C. Who do we work with?

2D. How do we make money?

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2I. Help and advice – if the unexpected happens

2A. Definitions and Who We Are

Some of the words you'll see have very specific meanings, so please check out the "Booking.com dictionary" in our Terms of Service.

When you book an Attraction, Booking.com B.V. provides and is responsible for the Platform—but not the Travel Experience itself (see 2B below). Booking.com B.V. is a company incorporated under the laws of the Netherlands (registered address: Oosterdoksade 163, 1011 DL, Amsterdam, The Netherlands; Chamber of Commerce number: 31047344; VAT number: NL805734958B01).

2B. How does our service work?

We provide a place for you to find and book Attraction services.

When you make a Booking on our Platform, you enter into a contract with the Service Provider – or with the company that's acting as an intermediary/reseller.

The information on our Platform is based on what Service Providers and/or Third-Party Aggregators tell us. We do our best to keep things up to date at all times.

2C. Who do we work with?

We have contractual relationships with various Third-Party Aggregators. Only Service Providers that have a direct relationship with them will be displayed on our Platform.

In some cases, those Third-Party Aggregators act as intermediaries to the Service Providers—and in some cases, they actually buy Attraction services and resell them.

Both Service Providers and Third-Party Aggregators may offer Travel Experiences outside our Platform as well (so what the Third-Party Aggregators offer on our Platform may not be exhaustive).

Our Platform tells you how many Attractions you can book through us worldwide – and our search results page tells you how many of them might be right for you, based on what you've told us.

2D. How do we make money?

We don't buy or (re-)sell any products or services - when you make a Booking, the Third-Party Aggregator simply pays us a commission.

And we don't charge any booking fees at all.

2E. Our recommendation systems

How Booking.com uses recommendation systems

We use recommendation systems to select and/or rank the information on our Platform to help you discover Travel Experiences we think you'll like. For example, when you visit our "Attractions" landing page, you'll find a number of recommendation systems, including:

- **Nearby destinations.** Attractions near you, based on where you are while browsing.

Our search results are also a recommendation system. In fact, it's the recommendation system that our customers use the most, so please check out "Our default ranking and sorting options" below.

All the recommendation systems we use provide recommendations based on one or more of the following main factors:

- What you tell us in the search form: destination, dates, etc.
- Any information we've gathered based on how you interact with our Platform: your past searches on our Platform, what country you're in while browsing, etc.

To make it as easy as possible for you to find and book an Attraction, each factor can be more (or less) important in different cases, depending on what we think is most likely to produce a list of Attractions you may want to book.

Our default Ranking—and sorting options

When you first get your search results, they'll be sorted ("ordered") by "Our top picks," which recommends Attractions in the following way:

- An Attraction service will appear high up on the page if lots of people are clicking it (in the search results) and then booking it (on the next page). As you can imagine, people are generally more likely to choose the ones with great reviews, availability, policies, and pricing.
- If we can, we also personalize your results based on:
 - Your search history on our Platform. If you're signed in, and this isn't your first time here, we might tweak the ranking based on your previous choices.
 - Any other Bookings you have. If, for example, you're staying at a nearby hotel that you booked through Booking.com, we might tweak the ranking based on where you're staying, how long you're staying for, and who's in your party.

Many of the above factors help our recommendation system decide which Attractions might be the most appealing and relevant to you. Some play a small

role in that decision, while others play a big role—and the importance of each factor can change, depending on the features of the Attraction and on how you and other people use our Platform.

For example, an Attraction's click-through rate and number of bookings often play a large role in the decisions. That's because they're a direct reflection of the Attraction's overall appeal and how satisfied its guests tend to be with what it offers.

A high click-through rate usually means that the Attraction makes a good first impression on our Platform (e.g. through price or type of attraction), and getting a lot of bookings indicates that many people find it really does meet their requirements.

Distance from the Accommodation you booked on Booking.com (if any) will also affect our recommendations.

If you've clicked on any Attractions in the past, that will also affect our recommendations, to make it easier for you to find them again on our Platform.

If you would prefer us not to prioritize Attractions based on the factors mentioned above, you can sort your results in other ways, such as:

- **Most popular.** Attraction services that have been booked a lot in the last 30 days appear high up on the page.
- **Lowest price.** Attraction services that cost less appear higher up on the page than the ones that cost more.

Whichever sorting option you choose, you'll be able to narrow down your results using filters, such as:

- **Category.** Click e.g. "Tours" or "Museums" if you only want to see tours and museums – and nothing else.
- **Price.** Click one or more price ranges if you only want to see Attraction services that fit that budget.
- **Free cancellation.** Click this if you only want to see Attraction services that you can cancel for free.
- **City** Click a city name if you only want to see Attraction services that are in that city.

Personalized recommendations

Some of our recommendation systems make personalized recommendations, based on how you have interacted with Booking.com systems such as "Our top picks" in the search results. If you're based in the EEA, you can change your settings so our recommendation systems do not provide you with personalized

recommendations. To do that—if you're using:

- **Our desktop or mobile site:** click "Manage personalized recommendations" in the footer
- **Our app:** tap "Manage personalized recommendations" in the banner.

Even if you do that, we may still retain some information about you so we can give you a more convenient experience. This could be information that you provided (e.g., your phone number or email address) or that we gathered based on how you interact with our Platform.

Your preference (about personalized recommendations) will apply on any device on which you have signed in to your Booking.com account. If you're not signed in to your account, your preference will not apply to other devices; it'll be saved as part of your "cookies," and when that cookie expires, so will your preference.

2F. Reviews

When you get multiple reviews, they'll be ranked by "Most relevant" (ordered by date, with reviews that include comments prioritized). To make sure the most helpful reviews appear first, each factor can become more (or less) important—depending on how our Platform changes over time, for example.

If you would prefer us not to order reviews in our default way, you can sort them based on other factors, such as:

- **Newest first**
- **Oldest first**

All reviews must comply with our Content Standards and Guidelines.

2G. Prices

The rates displayed on our Platform are set by the Service Providers and/or Third-Party Aggregators, but we may finance rewards or other benefits out of our own pocket.

When you make a Booking, you agree to pay the cost of the Travel Experience itself and any other charges that may apply (e.g. for any extras, insurance, or taxes). The price description tells you whether any taxes and fees are included or excluded. You'll be able to find more information about the price while you're booking.

Our Platform provides descriptions of any equipment that Service Providers

offer (based on what they tell us). It also tells you how much they'll cost.

Any currency conversion is for information purposes only – actual rates may vary.

2H. Payments

When you make a Booking on our Platform, Booking.com will organize your payment. For details, check out "Payment" (A7) in our Terms of Service.

2I. Help and advice – if the unexpected happens

If you have any questions, or if something doesn't go according to plan, just contact us. You can do this by accessing your Booking through our app or through our Help Center (where you'll also find some useful FAQs).

You can help us help you as quickly as possible by providing:

- your Booking confirmation number, PIN, contact details, and the email address used when you made your Booking
- a summary of the issue, including how you'd like us to help you
- any supporting documents (bank statement, photos, receipts, etc.).

Whatever the issue, we will do what we can to help you.

For more info, check out "What if something goes wrong?" (A15) and "Applicable law and forum" (A19) in our Terms of Service.

3. Car rentals

3A. Definitions and Who We Are

3B. How does our service work?

3C. Who do we work with?

3D. How do we make money?

3E. Our recommendation systems

3F. Reviews

3G. Prices

3H. Payments

3I. Help and advice – if the unexpected happens

3A. Definitions and Who We Are

Some of the words you'll see have very specific meanings, so please check out the "Booking.com dictionary" in our Terms of Service.

When you book a Rental, Booking.com Transport Limited provides and is responsible for the Platform – but not the Travel Experience itself (see 3B below). Booking.com Transport Limited is a company registered in England and Wales (company number: 05179829; registered office: 6 Goods Yard Street, Manchester, M3 3BG, United Kingdom).

3B. How does our service work?

We make it easy for you to compare Bookings from many different car rental companies. The information on our Platform is based on what Service Providers tell us. We do our best to keep things up to date at all times.

Our Platform tells you how many Rentals you can book through us worldwide, and our search results page tells you how many of them might be right for you, based on what you've told us.

When you book your car, you enter into a contract with us. We're agreeing to arrange and manage* your Booking.

When you sign your Rental Agreement at the counter, you enter into a contract with the rental company. They're agreeing to provide the car. You'll already have seen and accepted all the key terms (when you were booking the car).

* We're here to try to help you if you need to change or cancel your Booking, or if you have any questions—before, during, or after your Rental.

3C. Who do we work with?

Every rental company on our Platform is a trusted partner who passed all our tests before we started working with them. Only Service Providers that have a contractual relationship with us will be displayed on our Platform. However, they may offer Travel Experiences outside our Platform as well (so what they offer on our Platform may not be exhaustive).

We even have a team of specialists who visit rental companies before they appear on our Platform.

All Service Providers on our Platform are professional traders.

3D. How do we make money?

We make money when we find you your Rental. There are two ways we do this:

- we agree on a commission with the rental company for our services; or
- we agree on the net rate with the rental company and apply our own mark-up.

Either way, we aim to offer our customers a lot of choice at competitive prices. Plus, our Platform is free for you to use.

3E. Our recommendation systems

How Booking.com uses recommendation systems

We use recommendation systems to select and/or rank the information on our Platform to help you discover Travel Experiences we think you'll like. For example, when you visit our "Car rentals" landing page, you'll find a number of recommendation systems, including:

- **Popular rental car companies.** Car rental companies with the most Bookings.

Our search results are also a recommendation system. In fact, it's the recommendation system that our customers use the most, so please check out "Our default ranking and sorting options" below.

All the recommendation systems we use provide recommendations based on one or more of the following factors:

- What you tell us in the search form: location, dates, etc.
- Any information we've gathered based on how you interact with our Platform: your past searches on our Platform, what country you're in while browsing, etc.
- The performance of different Service Providers.

To make it as easy as possible for you to find and book a car, each factor can be more (or less) important in different cases, depending on what we think is most likely to produce a list of cars you may want to book.

Our default ranking and sorting options

Our search results show all the car rental Bookings that match your search.

When you first get your search results, they'll be sorted ("ordered") by "Recommended":

- **Recommended (default ranking).** We know what really matters to someone who's renting a car. At the top of our search results, you'll find the cars we think you'll like, based on an ever-changing algorithm that weighs up all kinds of factors, like price, ratings, size, profit, car specs, and more.

The relative importance of each of these factors changes all the time to make sure we're recommending the most suitable cars.

Many of the above factors help our recommendation system decide which cars might be the most appealing and relevant to you. Some play a small role in that decision, while others play a big role—and the importance of each factor can change, depending on the features of each car and on how you and other people use our Platform.

For example, a car's click-through rate and number of bookings often play a large role in the decisions. That's because they're a direct reflection of the car's overall appeal and how satisfied our customers tend to be when they get more details about it.

A high click-through rate usually means that the car makes a good first impression on our Platform (e.g., through price, pick-up location, or rental company), and getting a lot of bookings indicates that many people find it really does meet their requirements.

But other factors play a role as well. For example, we might give preference to cars from rental companies that are part of our Genius program – or offer versatile, user-friendly payment policies. After all, these factors suggest that these rental companies understand how important service and convenience are to our customers.

If you would prefer us not to prioritize cars based on the factors mentioned above, you can sort your results in other ways, such as:

- **Price (lowest first).** The results are then displayed in price order with the cheapest option first... nice and simple.
- **Rating.** This is the one that our customers really control. Cars are ranked by their customer rating, with the highest first. Those ratings come straight from the "welcome home survey" that we send everyone after their rental, asking them to give their rental company marks out of 10 in the most important areas (helpful staff, the car's condition, value for money, etc.).

If you choose "Price (lowest first)" or "Rating," the factors described in "Recommended" will still influence things. For instance, those factors might act as secondary "tiebreakers" between two or more cars that would otherwise appear in the same spot. However, the "Recommended" factors are purely secondary—because they're only used where we need to decide which of two cars to put first.

Whichever sorting option you choose, you'll be able to use filters to narrow down your results.

3F. Reviews

After your Rental, you'll be asked to leave a review, which may then be:

- uploaded to our Platform to help other customers make the right choice for them*
- used for marketing purposes (on our Platform, on social media, in newsletters, etc.)*
- shared with your rental company to help them (and us) provide an even better service**.

We publish every consumer review we receive, whether positive or negative, unless it breaches our Content Standards and Guidelines.

When there are multiple reviews, we'll show the most recent ones at the top. Please note that on our app, we only show scores and not comments.

* We wouldn't use your full name or your address.

** To help the rental company improve, we would need to tell them which Rental the review is about.

3G. Prices

The rates displayed on our Platform are set by the Service Providers or by us, but we may finance rewards or other benefits out of our own pocket.

When you make a Booking, you agree to pay the cost of the Travel Experience itself and any other charges that may apply (e.g. for any extras, insurance, or taxes). Taxes and fees may vary for different reasons, such as the Service Provider's location, the pick-up location, or what you're planning to do with your Rental. The price description tells you what taxes (if any) are included. You'll be able to find more information about the price while you're booking.

Our Platform provides descriptions of any equipment that Service Providers offer (based on what they tell us). It also tells you how much they'll cost.

Any currency conversion is for information purposes only – actual rates may vary.

3H. Payments

When you book a Rental on our Platform, Booking.com will organize your payment. For details, check out "Payment" (A7) in our Terms of Service.

3I. Help and advice – if the unexpected happens

If you have any questions, or if something doesn't go according to plan, just Contact us. If it's about something that happened during your Rental, we'll be able to help you more quickly if you provide:

- your Booking reference number and the email address you used when you booked your car
- a summary of the issue, including how you'd like us to help you
- details of anything you've been charged for
- any supporting documents (bank statement, rental agreement, final invoice, damage documentation, photos, boarding pass, receipts, etc.).

If you do that, one of our agents will be in touch as soon as possible. They might need to ask you for some more details.

Whatever the issue, we will do what we can to help you.

For more info, check out "What if something goes wrong?" (A15) and "Applicable law and forum" (A19) in our Terms of Service.

4. Flights

4A. Definitions and Who We Are

4B. How does our service work?

4C. Who do we work with?

4D. How do we make money?

4E. Our recommendation systems

4F. Prices

4G. Payments

4H. Help and advice – if the unexpected happens

4A. Definitions and Who We Are

Some of the words you'll see have very specific meanings, so please check out the "Booking.com dictionary" in our Terms of Service.

When you book a Flight, Booking.com B.V. provides and is responsible for the Platform, but not the Travel Experience itself (see 4B below). Booking.com B.V. is a company incorporated under the laws of the Netherlands (registered address: Oosterdokskade 163, 1011 DL, Amsterdam, The Netherlands; Chamber of Commerce number: 31047344; VAT number: NL805734958B01).

4B. How does our service work?

We provide a place for you to find and book Flights.

When you make a Booking on our Platform, you enter into a contract with the Service Provider and the Third-Party Aggregator.

The information on our Platform is based on what Service Providers and/or Third-Party Aggregators tell us. We do our best to keep things up to date at all times.

4C. Who do we work with?

We have contractual relationships with various Third-Party Aggregators, who act as intermediaries to the Service Providers. Only Service Providers that have a direct relationship with them will be displayed on our Platform.

Both Service Providers and Third-Party Aggregators may offer Travel Experiences outside our Platform as well (so what they offer on our Platform may not be exhaustive).

Our Platform tells you how many Flights you can book through us worldwide – and our search results page tells you how many of them might be right for you, based on what you've told us.

4D. How do we make money?

We don't buy or (re-)sell any products or services. When people book Flights on our Platform, the Third-Party Aggregator will pay us a commission.

4E. Our recommendation systems

How Booking.com uses recommendation systems

We use recommendation systems to select and/or rank information available on our Platform to help you discover destinations we think you'll like. For example, when you visit our "Flights" landing page, you'll find a number of recommendation systems, including:

- **Trending cities.** Destinations you may want to travel to, based on the country you're in while browsing.

The recommendation systems we use are based on one or more of the main factors below:

- Information you tell us in the search form: the destination you'd like to travel to, when you'd like to travel, etc.
- Any information we've gathered based on how you interact with the Booking.com

Platform, e.g., your search history or the country you're in while browsing.

To make it as easy as possible for you to find and book a Flight, each factor can be more (or less) important in different cases, depending on what we think is most likely to produce a list of Flights you may want to book.

Our search results are also a recommendation system. In fact, it's the recommendation system that our customers use the most, so please check out "Our default ranking and sorting options" below.

Our default ranking and sorting options

Our search results show all the Flights that match your search.

When you first get your search results, they'll be sorted ("ordered") by "Best":

- **Best (default ranking).** To appear high up on the page, a Flight needs to do well in each of these areas: price, travel time, number of stops, and baggage allowance.

Many of the above factors help our recommendation system decide which Flight might be the most appealing and relevant to you. Some play a small role in that decision, while others play a big role—and the importance of each factor can change, depending on the features of the Flight and on how you and other people use our Platform.

For example, we may give more weight to overall travel time (than we do to the number of stops) if we see this resonates more with our travelers.

If you want, you can sort your results in other ways:

- **Cheapest.** Flights with lower prices appear higher up.
- **Fastest.** Flights with shorter travel times appear higher up.

If you choose "Cheapest" or "Fastest," the factors described in "Best" will still influence things. For instance, those factors might act as "tiebreakers" between two or more Flights that would otherwise appear in the same spot.

Whichever sorting option you choose, you'll be able to narrow down your results using filters, such as:

- **Stops.** Click an option to tell us whether you'd consider flights with one stop (or multiple stops).
- **Duration.** Use the slider to tell us your maximum travel time.
- **Airlines.** Click one or more names to tell us which airline(s) you'd like to choose your Flight from.

4F. Prices

The rates displayed on our Platform are set by the Service Providers and/or Third-Party Aggregators, but we may finance rewards or other benefits out of our own pocket.

When you make a Booking, you agree to pay the cost of the Travel Experience itself and any other charges that may apply (e.g. for any extras, insurance, or taxes). The price description tells you whether any fees and charges are included or excluded. You'll be able to find more information about the price while you're booking.

Our Platform provides descriptions of any equipment that Service Providers offer (based on what they tell us). It also tells you how much they'll cost.

Any currency conversion is for information purposes only – actual rates may vary.

4G. Payments

When you make a Booking on our Platform, your payment could be organized by us, or by a Third-Party Aggregator. For details, check out "Payment" (A7) in our Terms of Service.

4H. Help and advice – if the unexpected happens

Once you've made a Booking, just contact us if you have any questions or if something doesn't go according to plan. You can do this by accessing your Booking through our app or through our Help Center (where you'll also find some useful FAQs).

You can help us help you as quickly as possible by providing:

- your Customer Reference number, your Booking.com PIN, your contact details, and the email address you used when you made your Booking
- a summary of the issue, including how you'd like us to help you
- any supporting documents (bank statement, photos, receipts, etc.).

Whatever the issue, we will do what we can to help you.

For more info, check out "What if something goes wrong?" (A15) and "Applicable law and forum" (A19) in our Terms of Service.

5. Private and public transportation

- 5A. Definitions and Who We Are
- 5B. How does our service work?
- 5C. Who do we work with?
- 5D. How do we make money?
- 5E. Our recommendation systems
- 5F. Reviews
- 5G. Prices
- 5H. Payments
- 5I. Help and advice – if the unexpected happens

5A. Definitions and Who We Are

Some of the words you'll see have very specific meanings, so please check out the "Booking.com dictionary" in our Terms of Service.

When you book a transport service, Booking.com Transport Limited provides and is responsible for the Platform, but not the Travel Experience itself (see 5B below). Booking.com Transport Limited is a company registered in England and Wales (company number: 05179829; registered office: 6 Goods Yard Street, Manchester, M3 3BG, United Kingdom).

5B. How does our service work?

We make it easy for you to compare Bookings from public and private ground transport providers. When you make a search, we'll filter the results so you only see the most suitable vehicle in each category, based on what you've told us.

The Service Providers are independent companies: we don't own them, and we don't control the services you book on our Platform. The information on our Platform is based on what Service Providers tell us. We do our best to keep things up to date at all times.

We're here to provide help or support: before, during, or after your trip. Check out "Help and advice – if the unexpected happens" (5I) below.

5C. Who do we work with?

Only Service Providers that have a contractual relationship with us will be displayed on our Platform. However, they may offer Travel Experiences outside our Platform as well (so what they offer on our Platform may not be

exhaustive).

All Service Providers on our Platform are professional traders. We carry out regular checks to make sure they continue to meet the necessary standards.

5D. How do we make money?

We don't buy or (re-)sell any products or services. When you make a Booking, we agree on a commission with the transport providers for our services.

And we don't charge any booking fees at all.

5E. Our recommendation systems

How Booking.com uses recommendation systems

We use recommendation systems to select and/or rank the information on our Platform to help you discover transportation services we think you'll like.

The recommendation systems we use are based on one or both of these main factors:

- What you tell us in the search form: destination, dates, etc.
- The performance of different transportation providers.

The relative importance of each factor changes all the time.

When you search on our Platform, we show the most suitable options at the top of the page. That means:

- **Private Transportation.** The ranking is based on price and what's best for a party of your size—as well as availability (in that location at the time you need it).
- **Trains and buses.** We show you the best result for the trip you want to make, at the time you want to make it.

5F. Reviews

After your trip, you'll be asked to leave a review, which may then be:

- uploaded to our Platform to help other customers make the right choice for them*
- used for marketing purposes (on our Platform, on social media, in newsletters, etc.)*
- shared with your Service Provider to help them (and us) provide an even better service**.

We do not publish reviews that breach our Content Standards and Guidelines.

* We wouldn't use your full name or your address.

** To help the Service Provider improve, we would need to tell them which trip the review is about.

5G. Prices

The price of each Booking on our Platform is made up of (a) the base rate set by the Service Provider and (b) our commission, which we agree with the Service Provider. We may also finance rewards or other benefits out of our own pocket.

When you make a Booking, you agree to pay the cost of the Travel Experience itself and any other charges that may apply (e.g. any tolls or waiting fees). Taxes and fees may vary for different reasons, such as the Service Provider's location. All prices include any taxes and fees that apply. You'll be able to find more information about the price while you're booking.

Any currency conversion is for information purposes only – actual rates may vary.

5H. Payments

When you book a bus, train, or Private Transportation on our Platform, Booking.com will organize your payment. For details, check out "Payment" (A7) in our Terms of Service.

5I. Help and advice – if the unexpected happens

Whatever the issue, we will do what we can to help you.

If you have any questions or something doesn't go according to plan, just contact us. If it's about something that happened during your trip, please provide your Booking reference number and your contact details. We resolve the vast majority of issues within 14 days. You can help us speed things up by providing any relevant documents or other info when you first get in touch.

For more info, check out "What if something goes wrong?" (A15) and "Applicable law and forum" (A19) in our Terms of Service.

Customer terms of service

Updated November 17, 2023

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A. All Travel Experiences

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A1. Definitions

1. Some of the words you'll see have very specific meanings, so check out the "Booking.com dictionary" at the end of these Terms.

A2. About these terms

1. When you complete your Booking, you accept these Terms and any other ones that you're provided with during the booking process. These Terms include an agreement to mandatory, binding individual arbitration, which means that you agree to submit most disputes related to our Platform, the use of the services on our Platform, or these Terms, to binding arbitration rather than proceeding in court. You may opt-out of this arbitration agreement only by following the procedures in A19 below. These Terms also include the waiving of any class action or jury trial.

2. If anything in these Terms is (or becomes) invalid or unenforceable:

- it will still be enforced to the fullest extent permitted by law
- you will still be bound by everything else in the Terms.

3. These Terms are laid out like this:

- Section A: General terms for all types of Travel Experiences.
- Sections B to F: Specific terms for just one type of Travel Experience:
 - Section B: Accommodations
 - Section C: Attractions
 - Section D: Car rentals
 - Section E: Flights
 - Section F: Private and public transportation
- If there's any discrepancy between general and specific terms, the specific terms will apply.

4. The English version of these Terms is the original. If there's any dispute about the Terms or any discrepancy between the Terms in English and another language, the Terms as they appear in English will apply. (You can change the language at the top of this page.)

A3. About Booking.com

1. When you book an accommodation, flight, or attraction, Booking.com B.V. provides and is responsible for the Platform, but not the Travel Experience itself (see A4.4 below).

2. When you book a rental car or private or public transportation, Booking.com Transport Limited provides and is responsible for the Platform, but not the Travel Experience itself (see A4.4 below).

3. We work with companies that provide local support services (e.g. Customer Support or account management). They don't:

- control or manage our Platform
- have their own Platform
- have any legal or contractual relationship with you
- provide Travel Experiences
- represent us, enter into contracts, or accept legal documents in our name
- operate as our "process or service agents."

A4. Our Platform

1. We take reasonable care in providing our Platform, but we can't guarantee that everything on it is accurate (we get information from the Service Providers). To the extent permitted by law, we can't be held responsible for any errors, any interruptions, or any missing bits of information, though we will do everything we can to correct/fix them as soon as we can.

2. Our Platform is not a recommendation or endorsement of any Service Provider or its products, services, facilities, vehicles, etc.

3. We're not a party to the terms between you and the Service Provider. The Service Provider is solely responsible for the Travel Experience.

4. To make a Booking, you may need to create an Account. Make sure all your info (including payment and contact details) is correct and up to date, or you might not be able to access your Travel Experience(s). You're responsible for anything that happens with your Account, so don't let anyone else use it and keep your username and password secret.

5. We'll show you the offers that are available to you, in (what we think is) the right language for you. You can change to another language whenever you like.

6. Unless otherwise indicated, you need to be at least 16 to use the Platform.

A5. Our values

1. You will:

- abide by Our values

- comply with all applicable laws
- cooperate with any anti-fraud/anti-money laundering checks we need to carry out
- not use the Platform to cause a nuisance or make fake Bookings
- use the Travel Experience and/or Platform for their intended purpose
- not cause any nuisance or damage, and not behave inappropriately to the Service Provider's personnel (or anyone else, for that matter).

A6. Prices

1. When you make a Booking, you agree to pay the cost of the Travel Experience, including any taxes and charges that may apply.
2. Some of the prices you see may have been rounded to the nearest whole number. The price you pay will be based on the original, "non-rounded" price (although the actual difference will be tiny anyway).
3. Obvious errors and misprints are not binding. For example, if you book a premium car or a night in a luxury suite that was mistakenly offered for \$1, we may simply cancel that Booking and refund anything you've paid.
4. A crossed-out price indicates the price of a like-for-like Booking without the price reduction applied ("like-for-like" means same dates, same policies, same quality of accommodation/vehicle/class of travel, etc.).

A7. Payment

1. For some products/services, the Service Provider will require an Upfront Payment and/or a payment taken during your Travel Experience.
 - **If we organize your payment**, we (or in some cases our affiliate in the country your payment originates from) will be responsible for managing your payment and ensuring the completion of your transaction with our Service Provider. In this case, your payment constitutes final settlement of the "due and payable" price.
 - **If the Service Provider charges you**, this will usually be in person at the start of your Travel Experience, but it could also be (for example) that your credit card is charged when you book, or that you pay when you check out of your Accommodation. This depends on the Upfront Payment policy of the Service Provider as communicated to you in the booking process.
2. If the Service Provider requires an Upfront Payment, it may be taken or pre-authorized when you make your Booking, and it may be non-refundable. Before you book, check the Service Provider's Upfront Payments policy (available during the booking process), which we don't influence and aren't responsible for.

3. If you know of or suspect any fraud or unauthorized use of your Payment Method, contact your payment provider, who may cover any resulting charges, possibly for a fee.

4. If the currency selected on the Platform isn't the same as the Service Provider's currency, we may:

- show prices in your own currency
- offer you the Pay In Your Own Currency option.

You'll see our Currency Conversion Rate during check-out, in the Booking details of your Account, or (if you don't have an Account) in the email we send you. If we charge you fees in connection with any such services, you'll find the fee expressed as a percentage over European Central Bank rates. Your card issuer may charge you a foreign transaction fee.

5. We'll store your Payment Method details for future transactions after collecting your consent.

A8. Policies

1. When you make a Booking, you accept the applicable policies as displayed in the booking process. You'll find each Service Provider's cancellation policy and any other policies (e.g. age requirements, security/damage deposits, additional supplements for group Bookings, extra beds, breakfast, pets, cards accepted, etc.) on our Platform, on the Service Provider information pages, during the booking process, in the fine print, and/or in the confirmation email or ticket (if applicable).

2. If you cancel a Booking or don't show up, any cancellation/no-show fee or refund will depend on the Service Provider's cancellation/no-show policy.

3. Some Bookings can't be canceled for free, while others can only be canceled for free before a deadline.

4. If you book a Travel Experience by paying in advance (including all price components and/or a damage deposit if applicable), the Service Provider may cancel the Booking without notice if they can't collect the balance on the date specified. If they do, any non-refundable payment you've made will only be refunded at their discretion. It's your responsibility to make sure the payment goes through on time, that your bank, debit card, or credit card details are correct, and that there's enough money available in your account.

5. If you think you won't arrive on time, contact your Service Provider and tell

them when they can expect you so they don't cancel your Booking. If you're late, we are not liable for the consequences (e.g. the cancellation of your Booking or any fees the Service Provider may charge).

6. As the person making the Booking, you are responsible for the actions and behavior (in relation to the Travel Experience) of everyone in the group. You're also responsible for obtaining their permission before providing us with their personal data.

A9. Privacy and cookies

1. If you book an accommodation, flight, or attraction, read our Privacy and Cookie Notice for more info on privacy, cookies, and how we might contact you and process personal data

2. If you book ground transport, read the Rentalcars.com Privacy Statement, Cars.booking.com Privacy Statement, or Taxi.booking.com Privacy Statement to find out how we process your personal data.

A10. Accessibility requests

1. If you have any accessibility requests:

- about our Platform and/or services, contact our Customer Service team
- about your Travel Experience (wheelchair access, walk-in baths, etc.), contact your Service Provider or the airport, train station, etc.

A11. Insurance

1. If you bought insurance through our Platform, refer to the policy document(s) for the terms and for further info. These Terms do not apply to insurance.

A12. Genius

1. The Genius rate is a discounted rate offered by participating Service Providers for certain products/services.

2. Genius rates are for members of the Booking.com Genius program. There are no membership fees, and it's easy to become a member – just create an Account. Membership and rates are non-transferable. Membership is linked to a specific Account. Membership can also be linked to specific campaigns or incentives.

3. There are different "Genius Levels" based on how many Accommodation

Bookings you've made in a given period. Each level provides different travel rewards.

4. We may change any feature of the Genius program, including the membership levels and the way the program is structured.

5. For more details, visit <https://www.booking.com/genius.html>.

A13. Rewards, Credits, & Wallet

1. We may issue Rewards to you—at our sole discretion and subject to—(a) the terms here in A13 and (b) any Individual Reward Criteria that apply. If we make a clerical error (i) in calculating your Rewards or (ii) in converting currencies related to your Rewards, we can always change or correct any balances shown.

2. How to get Rewards. You might, for example, get a Reward by booking at a participating hotel or by making a certain number of Bookings in a given time period. When a Reward is available, we'll explain what the specific conditions are and how to use it.

3. Where to find your Rewards. Once you've received one or more Rewards, you'll find a "Rewards and Wallet" link in your Booking.com Account menu. Under the "Rewards" tab, you'll see all the Rewards you've earned, what actions (if any) still need to be taken to obtain the Reward(s), and any other terms and conditions.

4. Types of Rewards. Rewards give you (a) Credits in your Wallet or (b) something different (e.g. a Credit Card Cashback or a coupon). We'll explain each Reward at the appropriate time.

5. How to get Credits. Credits are usually issued as a result of getting a Reward. But we may issue Credits for other reasons, for example, if your Travel Experience didn't live up to our usual high standards.

6. Where to find your Credits. Once you've received some Credits, you'll find a "Rewards and Wallet" link in your Booking.com Account menu. Under the "Wallet" tab, you'll see your total Credits balance (split into Travel Credits and Cash Credits if you have both kinds). You'll see when Credits were received or spent, and when they'll expire. If you have Cash Credits, you'll also see a link to cash them out.

7. Types of Credits. Travel Credits can **only** be spent on certain Travel Experiences. We'll show you which Travel Experiences you can pay for with Travel Credits (which specific accommodations, attractions, car rentals, etc.).

Cash Credits can be cashed out to your Payment Method (click "Withdraw Cash Credit"), or spent on any Travel Experience that you can pay for with Travel Credits.

Rewards

8. To receive any type of Rewards, you must, when qualifying for and using the Credits:

- have an Account with us
- be at least 18 years old
- meet the Individual Reward Criteria
- not violate the Rewards & Wallet Terms, and
- have a valid credit card to qualify for Credit Card Cashback Rewards.

9. When a Reward is available, the Individual Reward Criteria will explain how (and if) you qualify for it. There may be:

- time-sensitive restrictions (e.g. offers with expiration dates)
- platform restrictions (e.g. promotional codes that can only be used in our app)
- property restrictions (e.g. offers that can only be used with specific Service Providers)
- a minimum spend (e.g. a Reward that you'll only earn when you spend at least a certain amount on a Booking)
- a maximum Reward value (for either monetary or non-monetary Rewards).

10. Rewards can't be sold, encumbered, or transferred in any way to a third party. In the event of an Account holder's death, their Account will be closed and their Rewards (if any) will be canceled.

Credits

11. You can put either Cash Credits or Travel Credits toward the cost of an eligible Travel Experience on a participating Platform (e.g. www.booking.com or a Group Company website).

12. If that Travel Experience costs less than you have in Credits, your unused Credits will remain available in your Wallet.

13. If that Travel Experience costs more than you have in Credits, you must make up the rest of the cost in time, using another accepted Payment Method, or your purchase will be canceled and your Credits returned to your Wallet.

14. If you have various Credits with more than one expiration date, the Credits

with the earliest expiration date will be used first.

15. If you cancel a Travel Experience that you've paid for (in part or in full) with Credits, the Service Provider's cancellation policy will determine whether or not your money and/or Credits are refunded. Our Customer Service team will be able to refund any Credits that you may be entitled to.

16. You can cash out Cash Credits (but not Travel Credits) to a Payment Method.

17. Your Wallet's default currency is determined by your location, residency, or another currency we may elect. If you get any Credits or Credit Card Cashbacks in another currency, we'll convert them to your default currency, or another currency we may elect, using our Currency Conversion Rate.

18. If a Reward was issued because you booked a Travel Experience, any associated Credits that haven't been used will be deleted from your Wallet if that Travel Experience is canceled.

19. We reserve the right to cancel any Reward that was obtained by fraud.

20. If you didn't receive a Reward that you should have, contact our Customer Service team no more than 12 months after you did what you believe qualified you for it. Please provide any supporting documentation you have. If you don't do this within 12 months, you won't be able to claim the Reward.

21. All Credits have an expiration date, which you'll find in the "Credits" section of your Wallet.

Wallet

22. All data, including personal data, will be processed in accordance with our privacy policy and applicable data protection laws and regulations. It will be shared with Group Companies or Service Providers as required by the Wallet program. Lost, stolen, or expired Rewards will not be replaced.

23. Your obligations:

- You're responsible for making sure that all information is (and stays) correct, complete, and up to date
- If we ask you for proof of ID, please provide it within 30 days
- You're responsible for keeping your Wallet sign-in details safe and secure.

24. If you don't adhere to the rules in this section, we may automatically suspend or cancel your Wallet.

25. You may not use your Wallet or Rewards in any way that is misleading, unfair, or harmful.

26. We may set off/settle any or all of your Credits against any claim we (or a Group Company) have against you. We may do this at any time, and without advance notice.

27. We may change, suspend, or end any aspect of the Wallet, Rewards, and Credits. In particular, we might change:

- these Rewards & Wallet terms
- which users we allow to have a Wallet
- which Rewards or Credits we provide
- the expiration dates of any Rewards or Credits
- any Individual Reward Criteria.

28. We'll make reasonable efforts to give you prior notice if we make any changes or stop providing Wallets altogether.

29. If we stop providing Wallets, all Credits and Rewards that haven't expired will be valid for another 12 months.

A14. Intellectual property rights

1. Unless otherwise stated, all rights in our Platform (technology, content, trademarks, look and feel, etc.) are owned by Booking.com (or its licensors), and by using our Platform, you agree to do so for its intended purpose only and to respect the conditions set out below in paragraphs A14.2 and A14.3.

2. You're not allowed to monitor, copy, scrape/crawl, download, reproduce, or otherwise use anything on our Platform for any commercial purpose without written permission of Booking.com or its licensors.

3. We keep a close eye on every visit to our Platform, and we'll block anyone (and any automated system) we suspect of:

- conducting an unreasonable amount of searches
- using any device or software to gather prices or other information
- doing anything that places undue stress on our Platform.

4. By uploading any picture to our Platform (e.g. for a review), you're confirming that it complies with our criteria and that:

- it's truthful (e.g. you haven't altered the picture or uploaded one of a different

property)

- it doesn't contain any viruses
- you're allowed to share it with us
- we're allowed to use it on our platform and in relation to further commercial purposes (including in a promotional context), everywhere, forever. (If you let us know we can no longer use it, we'll consider any such reasonable request)
- it doesn't infringe the privacy rights of other people
- you accept full responsibility for any legal claims against Booking.com related to it.

5. Just to be clear, we're not responsible or liable for any picture uploaded to our Platform, and we're allowed to remove any picture at our discretion (e.g. if a picture does not meet the above criteria).

A15. What if something goes wrong?

1. If you have a question or complaint, contact our Customer Service team. You can do so by accessing your Booking through our app or through our Help Center (where you'll also find some useful FAQs). You can help us help you as quickly as possible by providing:

- your Booking confirmation number, your contact details, your PIN (if you have one), and the email address you used when booking
- a summary of the issue, including how you'd like us to help you
- any supporting documents (e.g. bank statement, pictures, receipts, etc.)

2. All questions and complaints are recorded, and the most urgent ones are treated as highest priority.

3. If you're a resident of the European Economic Area and aren't happy with the way we handle your complaint, you may be able to complain via the European Commission's ODR (Online Dispute Resolution) platform (ec.europa.eu/odr). It depends on what your complaint was about:

- if it was about an accommodation, flight, or attraction, you can use that ODR platform
- if it was about ground transport, you can't (because ground transport is booked with Booking.com Transport Limited, and the UK has left the EU).

4. If you're a resident of the Czech Republic and aren't happy with the way we handle your complaint, you can complain to the Czech Trade Inspection Authority: Central Inspectorate, ADR Department, registered office Štěpánská 15, Prague 2, postal code: 120 00, email: adr@coi.cz, <https://www.coi.cz/informace-o-adr/>.

5. If you're a resident of Brazil and aren't happy with the way we handle your complaint, you can complain via the Brazilian Federal Consumer Dispute Resolution Platform (consumidor.gov.br/).

6. We try to resolve disputes internally, and aren't obliged to submit to any alternative dispute resolution procedures handled by independent providers.

A16. Communication with the Service Provider

1. We may help you communicate with your Service Provider, but we can't guarantee that they'll read anything from you or that they'll do what you ask. In itself, the fact that you contact them or that they contact you doesn't mean you have any grounds for legal action.

A17. Measures against unacceptable behavior

1. We have the right to stop you from making any Bookings, to cancel any Bookings you've made, and/or to stop you from using our Platform, our Customer Service, and/or your Account. Of course, we'll only do this if in our opinion there's a good reason to, such as:

- fraud or abuse
- non-compliance with Our values or with applicable laws or regulations
- inappropriate or unlawful behavior (e.g. violence, threats, invasion of privacy) in relation to us, any of the companies we work with – or anyone else, for that matter.

2. If we cancel a Booking as a result, you won't be entitled to a refund. We may tell you why we canceled your Booking, unless telling you would (a) contravene applicable laws and/or (b) prevent or obstruct the detection or prevention of fraud or other illegal activities. If you believe we incorrectly canceled your Booking, contact our Customer Service team.

A18. Limitation of liability

1. These terms limit only our liabilities under applicable law. Nothing in these terms will limit our (or the Service Provider's) liability for our (or their) own (i) negligence that leads to death or personal injury or (ii) fraud or fraudulent misrepresentation, gross negligence, or willful misconduct. Booking.com shall not be liable for any losses outside of the rights and responsibilities described in this section, unless said losses are caused by Booking.com's breach of these terms. As a non-limiting example, Booking.com shall not be liable for any:

- indirect or consequential loss or damage

- loss of profits, use, data, revenues, business opportunities, or goodwill
- special, punitive, or exemplary damages
- inaccurate information about a Service Provider
- product, service, or action of a Service Provider or other business partner
- mistake in an email address, phone number, or credit card number (unless it's our fault)
- force majeure or event beyond our control.

2. If you are in breach of these Terms and/or the Service Provider's terms, to the extent permitted by law:

- we will not be liable for any costs you incur as a result, and
- you won't be entitled to any refund.

3. The cost of your Booking, shown in your confirmation email, is the most we, or any Service Provider, will be liable for, whether for one event or a series of events. These liability limitations shall apply to all forms of legal action, whether related to contract, tort, negligence, strict liability, or any other legal action.

4. Unless expressly stated herein, Booking.com makes no representations, warranties, or commitments related to Service Providers' products or services. We accept no liability for ensuring that said products or services are appropriate for the client's objectives. You alone assume responsibility for this. To the fullest extent permitted by law, Booking.com disclaims all representations and warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Booking.com does not warrant or make any representations that its website will operate error-free or uninterrupted, that defects will be corrected, or that the website and/or its servers will be free of viruses and/or other harmful components. Booking.com does not warrant or make any representations regarding suitability, availability, accuracy, reliability, or timeliness of any material of any kind on the website for any purpose, including software, services, information, text, and related graphics content. You agree that you will make use of the Booking.com website and services at your own risk. You understand and accept that Booking.com is not responsible or liable for any misuse or unauthorized use of its website or services, or for any consequences arising out of such misuse or unauthorized use.

5. Just to be clear, nothing in these Terms will entitle any third party other than the Service Provider to anything.

A19. Arbitration agreement

Please read this arbitration agreement carefully. It may impact your rights. This agreement stipulates that most disputes shall be resolved through binding arbitration instead of through any legal actions. This arbitration agreement shall remain in effect after the termination of the Terms.

Booking.com is committed to customer satisfaction. Booking.com will make its best efforts to resolve all customer concerns or problems related to our services. Customers may pursue a claim against Booking.com, as explained in this arbitration agreement, for any unresolved concern or problem. The arbitration agreement stipulates: (1) the initial process for you to follow in reporting your claim to Booking.com prior to filing any arbitration or lawsuit in accordance with this arbitration agreement; and, if Booking.com is unable to resolve your claim, (2) the recourse available to you in arbitration or, in limited circumstances, in court.

1. Governing Law and Jurisdiction

Booking.com and you agree that this arbitration agreement is evidence of a transaction in interstate commerce and will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law, and not governed by state law. This arbitration agreement, and these Terms, are made under and will be governed by and interpreted in accordance with New York law, consistent with the Federal Arbitration Act, regardless of conflict of law rules. If New York law cannot be applied to the dispute in the customer's jurisdiction due to applicable local law, then the laws of the jurisdiction's country, state, or other place of residence will govern the dispute. Any disputes or claims not subject to arbitration, as set forth in this section, will be resolved exclusively in the federal or state courts of New York, New York, and you and we consent to personal jurisdiction in those courts. In cases where applicable local law prevents a dispute from being resolved in the New York courts, local courts shall have jurisdiction.

2. Scope

This arbitration agreement is intended to be given the broadest interpretation and application in order to encompass all disputes or Claims (as defined below) that may arise between us. By using this Platform, you agree that any and all Claims (as defined below) arising out of or relating to your use of this Platform, or other services provided by Booking.com or by the support companies in connection with your use of this Platform (including the interpretation and scope of this arbitration agreement and the arbitrability of the dispute), or your relationship with us or any subsidiary, parent or affiliate company or companies (whether based in contract, tort, statute, fraud,

misrepresentation, or any other legal vehicle) unless expressly excluded from arbitration as set forth below (each a "Claim" and collectively "Claims"), will be resolved via mandatory, binding arbitration.

3. Opt Out Procedure

Notwithstanding the above, you may opt out of this binding arbitration agreement within 30 days after this arbitration agreement comes into effect (the "Opt Out Deadline"). This will be the earliest of (a) the date you first used Booking.com's Platform, (b) the date you first used Booking.com's services, or (c) the date of your first transaction with Booking.com. You may opt out of the arbitration agreement by sending Booking.com a written notice through the Dispute Resolution page with the message: "**Arbitration -- Opt-Out Notice**".

In order to validly terminate the arbitration agreement, Booking.com must receive your opt out notice using the form available on its Dispute Resolution page, and with the correct message, no later than 3 days after the Opt Out Deadline. You agree that you must pursue any and all Claims in arbitration if Booking.com does not receive an opt-out notice from you, or if Booking.com receives an opt-out notice from you more than 3 days after the Opt Out Deadline.

Nothing in this arbitration agreement shall be interpreted as creating any rights that do not otherwise exist under the law, or as constituting any waiver of any personal jurisdiction defense, nor shall this arbitration agreement give the customer the right to pursue any claim for relief that is not in compliance with the law.

4. Pre-Dispute Resolution

Prior to initiating any dispute or Claim, as discussed further below, you must first give Booking.com an opportunity to resolve any complaints by submitting them in writing through the form available on Booking.com's Dispute Resolution page (the "**Internal Review Procedure**"). Your message through Booking.com's Dispute Resolution page beginning the Internal Review Procedure must contain the following information: (1) your name, (2) address, (3) the email address used to make the reservation, (4) the reservation number, (5) the date of the reservation, (6) the name of the property reserved, (7) a brief description of the nature of the complaint, and (8) the resolution sought (together, the "**Required Information**"). Additionally, the message must start with "**Request Under Arbitration Agreement**." If your message does not start with this text, or if it does not contain all of the Required Information (or an explanation of why you are unable to include any of the Required Information), then the Internal Review Procedure shall be without

effect, and must be reinitiated before any arbitration or other legal action against Booking.com. This requirement is intended to inform Booking.com that you have a dispute to be resolved. If Booking.com does not resolve the complaint within 60 days of the initiation of the Internal Review Procedure, you shall be entitled to seek relief as stipulated in this arbitration agreement.

5. Arbitration Procedure

Arbitration shall be initiated through and administered by the American Arbitration Association ("AAA"). Should the AAA decline to administer the arbitration or otherwise be unable to administer the arbitration for any reason, you agree that Booking.com shall select an alternative arbitration forum, and that you will agree in writing to administration of the arbitration by the alternative arbitration forum selected by Booking.com.

Booking.com agrees to pay all filing, administration, and arbitrator fees, other than the initial filing fee to be paid by you, and if your Claim is for less than \$1,000, Booking.com shall reimburse you for the filing fee upon written request for reimbursement with documentation of insufficient funds to pay the fee. In the event that you are able to demonstrate that the costs of arbitration would be prohibitive as compared to costs of litigation, Booking.com will pay as much of the customer's filing fee in connection with the arbitration as the arbitrator deems necessary in order to prevent the arbitration from being cost-prohibitive as compared to the costs of litigation. In all other cases, we will each bear the fees and expenses for our respective attorneys, experts, witnesses, and for preparation and presentation of evidence at the arbitration.

Arbitration will be conducted in accordance with the AAA's rules, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this arbitration agreement. If there is a conflict between the AAA's rules and this arbitration agreement, the terms of this arbitration agreement shall govern. AAA rules and information about arbitration and fees are available online at www.adr.org or by calling the AAA at 1-800-778-7879.

The arbitration will be conducted by one arbitrator, who will be appointed by the AAA. The customer agrees that the arbitration will be conducted in the English language. For claims under \$25,000, the arbitration will not involve any personal appearance by the parties or witnesses but will instead be conducted based solely on written submissions, unless the customer requests an in-person or telephone hearing, or the arbitrator determines that an in-person or telephone appearance is required. Hearings by telephone shall be preferred, unless the arbitrator determines that a party's right to a fundamentally fair process would be impaired without an in-person hearing. In the case of an in-

person hearing, the hearing shall be conducted in a mutually convenient location. Booking.com will ordinarily request that the hearing be held in New York, New York. You may petition the arbitrator to select an alternative location for the hearing. The arbitrator's selection of a hearing location shall be final and binding. You agree that, in the event of an in-person hearing, any Booking.com B.V. employee or affiliate who is based outside of the United States and who is participating in the hearing, may participate by telephone or video conference, and his or her physical presence shall not be required.

Any arbitration shall be confidential, and neither Party may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

Ordinarily, pre-hearing information exchanges will be limited to the reasonable production of non-privileged documents directly relevant to the dispute. Unless the arbitrator determines that an additional form of information exchange is necessary to provide for a fundamentally fair process, those documents will be limited to your booking and communications directly related to that booking among you, Booking.com, and the accommodation(s) that are the subject of your dispute with Booking.com. Any issues regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, and the arbitrator's determination shall be conclusive.

6. Arbitration Award

The arbitrator will have the power to grant declaratory or injunctive relief, whether interim or final, only in favor of you individually and only to the extent necessary to provide relief warranted by your individual claim without affecting other Booking.com customers, and any provisional measures ordered by the arbitrator may be enforced by any court of competent jurisdiction. Nothing in these Terms will prevent you from seeking public injunctive relief separately from arbitration in court pursuant to these Terms, and any such application will not be deemed incompatible with the arbitration agreement to arbitrate or as a waiver of the right to arbitrate your individual claims. You and Booking.com agree that any proceedings seeking a remedy of public injunctive relief will proceed after the arbitration of all Claims that can be arbitrated, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.

7. Exceptions to arbitration agreement

You and Booking.com each agree that the following causes of action and/or claims for relief are exceptions to the Claims covered by the arbitration

agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as outlined in this arbitration agreement): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief, where such remedies are permitted and cannot be waived by applicable law. In addition, to the extent your dispute or Claim qualifies under applicable law, you may elect to proceed in small claims court.

8. Class Action Waiver

In addition to the above, YOU AND WE EACH AGREE THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, EXCEPT FOR ACTIONS FOR INJUNCTIVE RELIEF AS DESCRIBED BELOW AND IN THIS PARAGRAPH. Upon motion of one or more interested parties, and after providing all other interested parties an opportunity to be heard, the arbitrator may, at their discretion, coordinate more than one arbitration proceeding initiated under this arbitration agreement, in order to promote efficiency in discovery and to avoid inconsistent legal rulings. In the interest of clarity, any coordination under the preceding sentence will be limited only to currently-pending arbitrations initiated under this arbitration agreement, and the arbitrator may not preside over any form of a representative or class proceeding. All parties will retain the right to request an individualized hearing.

If a court or arbitrator determines, in an action between you and us, that this class action waiver is unenforceable, this arbitration agreement will not apply to you. If you opt out of the arbitration agreement as specified above, this class action waiver will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding without having complied with the opt-out procedure set forth above.

9. Jury Waiver

IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

A20. Linked travel arrangements

1. If:

- after selecting and paying for one travel service, you book additional travel services for your trip or vacation during the same visit to the Platform; or
- you book additional travel services for your trip or vacation via a link provided to you by us no later than 24 hours after receiving confirmation of your initial Booking with us,

you will NOT benefit from rights applying to packages under the EU's Directive (EU) 2015/2302 or the UK's Package Travel and Linked Travel Arrangements Regulations 2018 (together, the "Package Travel Requirements"). Therefore, we will not be responsible for the proper performance of those travel services. For any issues, contact the relevant Service Provider.

2. In either of these cases, the travel services will become part of a linked travel arrangement and not a package. In that case, Booking.com has, as required by EU and UK law, protection in place to refund your payments to Booking.com for services not performed because of Booking.com's insolvency. This does not provide a refund in the event of the insolvency of the relevant Service Provider.

3. Booking.com has voluntarily extended this insolvency protection to customers outside of the EU and UK who have booked multiple travel services via Booking.com that constitute Linked Travel Arrangements within the meaning of the Package Travel Requirements. This extension only applies to payments received by Booking.com.

4. Booking.com has taken out insolvency protection by way of a bank guarantee with Deutsche Bank administered by Sedgwick International UK for any monies paid directly to Booking.com.

5. Travelers may contact Sedgwick International UK (60 Fenchurch Street, London EC3M 4AD, the United Kingdom, tel. +44 207 530 0600, email: helpline@uk.sedgwick.com) if the services are denied because of Booking.com's insolvency.

6. Note: This insolvency protection does not cover contracts with parties other than Booking.com, which can be performed despite Booking.com's insolvency.

7. See Directive (EU) 2015/2302 as transposed into national law in the European Union or in the United Kingdom.

B. Accommodations

B1. Scope of this section

B2. Contractual relationship

- B3. What we will do
- B4. What you need to do
- B5. Price and payment
- B6. Amendments, cancellations, and refunds
- B7. What else do you need to know?

B1. Scope of this section

1. This section contains the specific terms for Accommodations products and services.

B2. Contractual relationship

1. When you make a Booking, it's directly with the Service Provider. We're not a "contractual party" to your Booking.
2. Booking.com B.V. owns and operates the Platform.
3. Our Platform only shows Accommodations that have a commercial relationship with us, and it doesn't necessarily show all their products or services.
4. Information about Service Providers (e.g. facilities, house rules, sustainability measures) and their Travel Experiences (e.g. prices, availability, and cancellation policies) is based on what they provide to us. They're responsible for making sure it's accurate and up to date.

B3. What we will do

1. We provide the Platform on which Service Providers can promote and sell their Accommodations, and you can search for, compare, and book them.
2. Once you've booked your Accommodation, we will provide you and the Service Provider with details of your Booking, including the names of the guest(s).
3. Depending on the terms of your Booking, we may be able to help you change or cancel it if you want.

B4. What you need to do

1. Fill in all your contact details correctly, so we and/or the Service Provider can provide you with info about your Booking and, if necessary, contact you.
2. Read these Terms and the terms displayed during the booking process

carefully.

3. Take care of the Accommodation and its furniture, fixtures, electronics, and other contents, and leave things in the same state they were in when you got there. If anything is broken, damaged, or lost, make sure you report it to the staff there as soon as you can, before you check out.

4. Maintain the security of the Accommodation and its contents during your stay. So, for example, don't leave doors or windows unlocked.

B5. Price and payment

1. See "Prices" (A6) and "Payment" (A7) above.

B6. Amendments, cancellations, and refunds

1. See "Policies" (A8) above.

B7. What else do you need to know?

We Price Match

1. We want you to get the best possible price every time. If, after you've booked your Accommodation with us, you find the same Accommodation (with the same conditions) for less on another website, we promise to refund the difference, subject to the We Price Match terms and conditions.

Partner offer

2. Some offers on our Platform are marked as "Partner offers," which means they come to us through a Booking.com partner company, rather than straight from a Service Provider. Unless otherwise indicated, any Partner offer that you reserve:

- Must be paid for at the time of booking
- Can't be modified. However, if it offers free cancellation, you'll be able to cancel it for free, as long as you do so in time.
- Can't be combined with any other offers (promotions, incentives, or rewards)
- Can't be scored or reviewed on our Platform.

Price incentives by Booking.com

3. Some of the price reductions you see are funded by us, not by the Service Provider. We simply pay some of the cost ourselves.

Damage policy

4. When you're booking, you may see that some Service Providers refer to a "damage policy." This means that if anyone in your group loses or damages anything:

- you should inform the Service Provider
- instead of charging you for it directly, the Service Provider will have 14 days to submit a damage payment request through our Platform, under your reservation number
- if they do, we'll tell you, then you can tell us if you have any comments and whether you agree with the charge – then:
 - if you agree, we'll charge you on their behalf
 - if you disagree, we'll look into it and decide whether or not to discuss it further*.
- 5. There's a limit (displayed while you're booking) to how much the Service Provider can charge you under the damage policy through our Platform.
- 6. Any payment you make would be between the Service Provider and you. We'd just be organizing it on the Service Provider's behalf.
- 7. The damage policy doesn't relate to general cleaning, ordinary wear and tear, any crimes (such as theft), or any non-physical "damages" (e.g. fines for smoking or bringing pets).
- 8. The Service Provider might require a "damage deposit" before or at check-in. If they do, we'll tell you about it while you're booking – but it has nothing to do with the "damage policy." We won't be involved in any financial settlement related to damage deposits.
- * If there's any damage, the Service Provider can always decide to initiate a (legal) claim against you outside of the damage policy, in which case the limit (see 5 above) wouldn't apply.

How we work

9. For info on reviews, ranking, how we make money (and more), check out How We Work.

C. Attractions

- C1. Scope of this section
- C2. Contractual relationship
- C3. What we will do
- C4. What you need to do
- C5. Price and payment
- C6. Amendments, cancellations, and refunds
- C7. What else do you need to know?

C1. Scope of this section

1. This section contains the specific terms for Attractions products and services.

C2. Contractual relationship

1. We do not (re)sell, offer, or provide any Attractions on our own behalf. When you book an Attraction, you enter into a contract directly with (a) the Service Provider or (b) a Third-Party Aggregator (if they're reselling the Attraction), as disclosed during the booking process.

2. We act solely as the Platform and are not involved in the Third-Party Terms. We are not responsible for your ticket and (to the fullest extent permitted by law) have no liability to you in relation to your Booking.

C3. What we will do

1. We provide the Platform on which Service Providers and (from time to time) Third-Party Aggregators can promote and sell Travel Experiences, and you can search for, compare, and book them.

2. Once you've booked your Attraction, we'll provide you and the Service Provider with details of the Booking. If the Service Provider needs more than your name, we'll tell you at the time of booking.

3. Depending on the terms of your Booking, we may be able to help you change or cancel it if you want.

C4. What you need to do

1. You must fill in all your contact details correctly, so we and/or the Service Provider can provide you with information about your Booking and, if necessary, contact you.

2. You must read and agree to comply with our Terms and the Third-Party Terms (which will be displayed at check-out) and acknowledge that breaching them may lead to additional charges and/or the cancellation of your Booking.

C5. Price and payment

1. When you book an Attraction, we'll organize your payment. For details of how this works (including the related rights and obligations), see "Payment" (A7) above.

C6. Amendments, cancellations, and refunds

1. Please see "Policies" (A8) above.

C7. What else do you need to know?

How we work

1. For info on reviews, ranking, how we make money (and more), check out How We Work.

D. Car rentals

D1. Scope of this section

D2. Contractual relationship

D3. What we will do

D4. What you need to do

D5. Price and payment

D6. Amendments, cancellations, and refunds

D7. What else do you need to know?

D1. Scope of this section

1. This section contains the specific terms for Car Rental products and services.

D2. Contractual relationship

1. When you book a Rental, your Booking is either (a) with us or (b) directly with the Service Provider. Either way:

- our Terms govern the booking process. When we send you your Booking Confirmation, you'll enter a contract with us
- the Rental Agreement governs the Rental itself. When you sign this at the rental counter, you'll enter a contract with the Service Provider, but you'll see and accept the key terms of it while you're booking your car.

2. In most cases, you'll get your Booking Confirmation as soon as you complete your Booking. However, if the Service Provider doesn't confirm your Rental immediately, we won't take payment or send you your Booking Confirmation until they've done so.

3. If there's any discrepancy between these Terms and the Rental Agreement, the Rental Agreement will apply.

D3. What we will do

1. We provide the Platform on which Service Providers can promote and sell their Travel Experiences, and you can search for, compare, and book them.
2. We don't guarantee the precise make and model you're booking (unless we expressly say so). The phrase "or similar" means you could get a similar car (i.e. the same size, type of transmission, etc.). The car pictures are illustrative only.
3. Once you've booked your Rental:
 - we'll give the Service Provider the Booking details (e.g. the Main Driver's name and phone number)
 - we'll provide you with Pick-up information (e.g. the Service Provider's contact details, and info on what you need to take with you).

D4. What you need to do

1. You must provide all the information we need to arrange your Booking (e.g. contact details, pick-up time, etc.).
2. You must read and agree to comply with these Terms and the Rental Agreement, and acknowledge that if you breach them:
 - you might have to pay additional charges
 - your Booking might be canceled
 - the staff might refuse to hand over the keys at the rental counter.
3. You must check your Rental's specific requirements, as many details (e.g. driver's license requirements, security deposit size, paperwork needed, payment cards accepted, etc.) vary per Rental. Make sure you carefully read:
 - these Terms
 - the key terms of the Rental Agreement, which you'll see while you're booking, and
 - the Rental Agreement itself, which you'll receive at Pick-up.
4. You must be at the rental counter by your pick-up time. If you're late, the car may no longer be available, and you won't be entitled to a refund. If you think you might be late, contact the Service Provider or us, even if it's because of a flight delay and you've provided your flight number.
5. The key terms of your Rental tell you what the Main Driver needs at pick-up. You must ensure that when they get to the rental counter, they bring everything they need (e.g. driver's license, required ID, and a credit card in their own name, with enough available funds to cover the security deposit).

6. You must make sure the Main Driver is both eligible and fit (in the Service Provider's opinion) to drive the car.
7. You must have all the documents (e.g. ID, driver's license) that you need at pick-up.
8. You must show the counter staff each driver's full, valid driver's license, which they must have held for at least 1 year (or longer, in many cases). If any driver has endorsements/points on their license, let us know as soon as possible, as the Service Provider may not allow them to drive.
9. You must ensure that any driver with a driver's license issued in England, Scotland, or Wales obtains a license "check code" no more than 21 days before Pick-up.
10. You must ensure that every driver has their own International Driving Permit (if they need one) as well as their driver's license. All drivers must carry their driver's license (and International Driving Permit, if necessary) at all times.
11. You must ensure that every child has an appropriate child seat if they need one.
12. If anything goes wrong during your Rental (e.g. accident, breakdown, etc.), you must:
 - contact the Service Provider
 - not authorize any repairs without the Service Provider's consent
 - keep all documentation (e.g. repair bills, police reports, etc.) to share with us/the Service Provider/an insurance company.

D5. Price and payment

1. Booking.com Transport Limited is the merchant of record for your Booking. For details of our payment process, see "Payment" (A7) above.

Additional costs and fees

2. In many cases, the Service Provider will charge a young driver fee for each driver under a certain age (e.g. 25). In some cases, they may charge a senior driver fee for each driver over a certain age (e.g. 65). When booking on our Platform, you must enter the Main Driver's age, so we can show you details of any age-related fee(s), which you would pay at pick-up.
3. In many cases, the Service Provider will charge a one-way fee if you drop the car off at a different location. If you intend to do this, you need to enter the

drop-off location while booking, so we can tell you if it's possible, and show you details of any one-way fee, which you would pay at Pick-up.

4. In many cases, the Service Provider will charge a cross-border fee for taking the car to a different country/state/island. If you intend to do this, tell us and/or the Service Provider as soon as you can before pick-up.

5. The price of your Rental is calculated based on 24-hour units, for example, a 25-hour rental will cost as much as a 48-hour rental.

6. If after pick-up you decide you want to keep the car longer, contact the Service Provider. They'll tell you how much this would cost, and you'll enter a new contract with them directly. If you drop the car off late without agreeing this in advance, they may charge an additional fee as well.

Extras

7. In some cases, you'll pay for any optional extras (e.g. child seats, GPS, winter tires, etc.) when you book your car, in which case you're guaranteed to get them at pick-up.

8. In other cases, you'll simply request any extras when you book your car, in which case:

- you'll pay for them at Pick-up, and
- the Service Provider doesn't guarantee they'll be available for you.

D6. Amendments, cancellations, and refunds

1. We go above and beyond our legal obligations. Even though local laws don't require us to offer specific cancellation rights, we guarantee that we will honor our refunds policy if you cancel your Booking.

2. The following "Cancellation and Amendments" terms apply to all Bookings apart from:

- Bookings with Dollar or Thrifty that were booked before January 26, 2021 (check your rental terms)
- Bookings that are labeled "non-refundable" (you cannot amend a non-refundable Booking, and won't receive a refund if you cancel it).

Cancellations

3. If you cancel:

- MORE THAN 48 hours before your rental is due to start, you'll receive a full refund.

- LESS THAN 48 hours before or while you're at the rental counter, we'll refund what you paid minus the cost of 3 days of your rental. There won't be any refund if your car was booked for 3 days or less.
- AFTER your rental is due to start (or if you no-show), you'll receive no refund.

4. The counter staff may refuse you the car if (for example):

- You don't arrive on time
- You are not eligible to rent the car
- You don't have the documentation you need
- The main driver doesn't have a credit card in their own name, with enough available funds for the car's security deposit.

If that happens, call us from the rental counter to cancel your Booking, and you'll receive a refund, minus the cost of 3 days of your rental. Otherwise you won't be entitled to a refund.

Amendments (changes to your Booking)

5. You can make changes to your Booking anytime before you're due to pick the car up.

6. In most cases, the easiest way to do this is via our app or our website (under "Manage Booking").

7. There is no administration fee for changing your Booking, but any changes you make may affect the rental price. Sometimes the only way we can change a Booking is to cancel it and make another one, in which case we may charge you a cancellation fee on the rental company's behalf.

8. If changing your Booking would change the price or incur a cancellation fee, we will tell you in advance.

Changes made by us

9. If we/the Service Provider need to change your Booking (e.g. if the Service Provider can't provide the car), we'll tell you as soon as we can. If you don't accept that change, you'll be entitled to cancel and claim a full refund (no matter how close the start of your Rental is) but we won't have any additional liability for any direct or indirect costs you may incur (e.g. hotel room, taxis).

D7. What else do you need to know?

General

1. In all cases, drivers must be at least a minimum age to rent or drive a car. In

some cases, they must also be below a maximum age. The limit(s) can vary by Service Provider, location, and type of car.

2. Only eligible drivers whose names appear on the Rental Agreement may drive the car.

3. You must not take the car to a different country/state/island and/or drop it off at a different location without arranging this in advance.

Late pick-up and early drop-off

4. If you pick your car up later (see D4.4 above) or drop it off earlier than agreed in your Booking Confirmation, the Service Provider will not refund you for the "unused" time.

How we work

5. For info on reviews, ranking, how we make money (and more), check out How We Work.

E. Flights

E1. Scope of this section

E2. Contractual relationship

E3. What we will do

E4. What you need to do

E5. Price and payment

E6. Amendments, cancellations, and refunds

E7. What else do you need to know?

E1. Scope of this section

1. This section contains the specific terms for Flights products and services.

E2. Contractual relationship

1. Most Flights on our Platform are provided via a Third-Party Aggregator, which acts as an intermediary to the airline(s).

2. When you make a Booking, it's directly with the airline. We're not a "contractual party" to your Booking. When booking, you enter into (i) an Intermediation Contract with the Third-Party Aggregator (for the ticket) and (ii) a Contract of Carriage with the airline (for the Flight itself).

3. If you book any extras (e.g. additional baggage, insurance, etc.), you'll enter

into a direct contract with the Third-Party Aggregator or another company. We will not be involved in this contract.

4. We act solely as the Platform and are not involved in the Third-Party Terms. We are not responsible for your ticket or any extras you may buy and (to the fullest extent permitted by law) have no liability to you in relation to your Booking.

E3. What we will do

1. We provide the Platform on which Service Providers can promote and sell their Travel Experiences, and you can search for, compare, and book them.
2. Once you've booked your Flight, your Booking details (e.g. the names of the traveler(s)) will be provided to the Service Provider.
3. Depending on the Contract of Carriage, we may be able to help you change or cancel your Booking if you want to do so.

E4. What you need to do

1. You must fill in all your contact details correctly, so we and/or the Service Provider can provide you with information about your Booking and, if necessary, contact you.
2. You must read and agree to comply with our Terms and the Third-Party Terms (which will be displayed at check-out) and acknowledge that breaching them may lead to additional charges and/or the cancellation of your Booking.

E5. Price and payment

1. When you book a Flight, your payment will be organized by us, by the Third-Party Aggregator (or a party specified by them), or by a third party such as an airline. For details of how we organize payments (including the related rights and obligations), see "Payment" (A7) above.

E6. Amendments, cancellations, and refunds

1. You'll find the cancellation policy in the Contract of Carriage, which is available while you're booking your Flight.
2. There may be a fee for changing or canceling your Flight.
3. Airlines reserve the right to reschedule or cancel flights at their discretion.

4. Different tickets from the same airline may have different restrictions or include different services.

5. If you have any questions about changes, cancellations, or refunds, contact our Customer Service team.

E7. What else do you need to know?

Code share

1. Some airlines have "code share" agreements with other airlines. So you may buy your ticket from one airline (your "ticketing carrier") but fly in a plane that's owned by another airline (your "operating carrier"). In most cases like this, you'll check in with your operating carrier, but confirm this with your ticketing carrier ahead of time.

2. While you're booking your Flight, you'll be informed if it's a "code share" Flight.

Airline prohibited practices

3. Most airlines don't allow people to buy tickets that include flights they don't intend to use, for example, a round-trip ticket if the person doesn't intend to use the return flight. For more examples, just enter "point-beyond ticketing," "hidden-city ticketing," or "back-to-back ticketing" into a search engine.

4. When you purchase a Flight, you agree not to do this, and to indemnify us against airline claims for any difference between the cost of your actual journey and the cost of the full journey specified on your ticket(s).

U.S. NOTICE - OVERBOOKING OF FLIGHTS:

Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadline, persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries, although other

consumer protections may be available. Check with your airline or your travel agent.

Use of flight segments

5. Most airlines require customers to use their flights in order. If you don't take your first Flight, your airline may automatically cancel the rest of your itinerary.

6. If your airline does allow you to "skip" any Flights in your itinerary, make sure you cancel the Flight(s) you don't want, in line with the cancellation policy. You may not be entitled to a full refund (or any refund) for these unused Flights.

One-way tickets

7. If you buy two one-way tickets rather than a single round-trip ticket:

- you'll be making two separate Bookings, each with its own rules and policies
- any changes to one Flight will not affect the other, for example, if your initial Flight is canceled, you won't be guaranteed a refund for your second Flight.

8. If you're traveling abroad, you may need to prove to the check-in and/or immigration staff that you have a return Flight (see "International travel" below for more on passports, visas, etc.).

Charges, taxes, and fees

9. Your fare will include any taxes and fees charged by an airline or government (except entry/exit fees – see "Entry/Exit fees" below). You may be responsible for dealing with any retroactive change in the tax rate.

Service fees

10. Depending on which Flight you choose, you may be charged a service fee by us and/or the Third-Party Aggregator.

- Our service fee (if any) is a fee for using our Platform so you can buy a ticket from a Third-Party Aggregator. This fee includes any applicable VAT, GST, or similar taxes.
- The Third-Party Aggregator's service fee (if any) is a fee for using them as an intermediary to the airline(s). This fee may include any applicable VAT, GST, or similar taxes.

11. The price of your ticket will include any service fee(s).

Fees for baggage and other extras

12. Your airline may charge for checked baggage, excess/overweight baggage,

priority boarding, allocated seating, onboard entertainment, food and drink, and/or airport check-in.

13. If they do, the charge(s) will be on top of the price of your ticket (unless it's expressly stated that your Flight includes the extra(s)).

SPECIAL BAGGAGE LIABILITY LIMITATIONS FOR U.S. TRAVEL: For domestic travel completely within the U.S., federal rules require any limit on a carrier's baggage liability to be at least US \$3,800 per passenger, or the amount currently mandated by 14 CFR 254.5.

Boarding Requirements

- **You must comply with all applicable airline boarding requirements, which include check-in times and gate arrival times. You must arrive at the airport with enough time to complete all boarding requirements.**
- **Failure to comply with boarding requirements may result in the airline canceling your itinerary.**

International travel

14. It's your responsibility to:

- carry a valid passport and/or visa if required
- comply with any entry requirements
- find out if you need a visa to pass through a country that isn't your final destination
- check with the relevant embassy in advance to see if there's been any change in passport, visa, or entry requirements
- review any warnings or advice from your country of residence/origin before you go to/through a country or region.

15. By arranging travel to or from any location, we are not guaranteeing that it is without risk and, to the fullest extent permitted by law, we will not be liable for any resulting damages or losses.

16. It's not a common practice, but international law allows "disinfection" of aircrafts to kill insects. To do this, personnel might spray the aircraft's cabin with an aerosol insecticide while passengers are on board, or treat its interior surfaces with a residual insecticide while they're not on board. Before you travel, we advise you to find out about disinfection, including where it might happen.

Advice to International Passengers on Limitations of Liability:

Passengers traveling to a final destination or a stop in a country other

than the country of departure are advised that the provisions of an international treaty (the Warsaw Convention, the 1999 Montreal Convention, or other treaty), as well as a carrier's own contract of carriage or tariff provisions, may be applicable to their entire journey, including any portion entirely within the countries of departure and destination. The applicable treaty governs, and may limit, the liability of carriers to passengers for death or personal injury, destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under an international treaty. For further information, consult your airline or insurance company representative.

Dangerous Goods/Hazardous Materials

U.S. Federal law forbids transporting hazardous materials aboard aircraft, whether in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, bottled oxygen, and radio-pharmaceuticals. Lithium batteries are not allowed in checked luggage. There are special exceptions for small quantities (up to 70 ounces total) of medicines and toiletries carried in your luggage, and for certain smoking materials carried on your person. For further information contact your airline or see <https://www.faa.gov/hazmat/packsafe/>.

Entry/Exit fees

17. Fees charged by countries or airports to persons entering/leaving the country are not covered by your fare. Before you travel, we advise you to find out if you'll have to pay this kind of fee.

UK: Your financial protection

18. **ATOL Holder:** Booking.com B.V.

19. **ATOL License Number:** 11967

20. Within the UK, we provide full financial protection for our ATOL-protected-flight-only sales by way of our Air Travel Organizer's License number 11967, issued by the Civil Aviation Authority, Aviation House, Beehive Ringroad, West

Sussex, RH6 0YR, UK, telephone +44 (0)333 103 6350, email claims@caa.co.uk.

21. When you buy an ATOL-protected flight from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

22. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances, the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases, it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

23. If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

EU: Passengers' rights under EU Regulation 261/2004

24. If your flight is delayed or canceled or you're denied boarding, you may be entitled to compensation/assistance under EU Regulation 261/2004 if:

- You're flying into the European Union (EU)
- You're flying out of the EU
- Your Flight is provided by an EU airline

EU: Airline carrier liability under EU Regulation 889/2002

25. If there's an accident that happens within the EU, EU Regulation 889/2002 might apply to you.

EU: Rights of disabled persons and persons with reduced mobility when traveling by air under EU Regulation 1107/2006

26. EU Regulation 1107/2006 provides for certain rights for people who are disabled or have reduced mobility.

How we work

27. For info on reviews, ranking, how we make money (and more), check out How We Work.

F. Private and public transportation

F1. Scope of this section

F2. Contractual relationship

F3. What we will do

F4. What you need to do

F5. Price and payment

F6. Amendments, cancellations, and refunds

F7. What else do you need to know?

F1. Scope of this section

1. This section contains the specific terms for Private and Public Transportation products and services.

F2. Contractual relationship

1. When you pre-book Private or Public Transportation, your Booking will be directly with the Service Provider. When you book an On-Demand Private Transportation, your Booking will be with the Third-Party Aggregator. In all cases, our Terms will govern the booking process.

2. **Pre-Booked Private Transportation.** You and the Service Provider both agree to comply with these Terms.

3. **Public Transportation and On-Demand Private Transportation.** You'll be provided with the Service Provider's terms during the booking process. If there is any discrepancy between their terms and our Terms, their terms will apply.

4. **On-Demand Private Transportation.** By making a Booking, you are confirming that you:

- have read and accept the Service Provider's terms
- agree to contact the Service Provider directly about anything that goes wrong

- understand that the Service Provider is responsible for arranging and providing your Private Transportation, choosing routes, setting prices, and providing all relevant information
- accept that we just provide a booking platform (i.e. an API service), and will not be liable for any loss you suffer because of anything the driver/Service Provider does or does not do.

Not all Service Providers have their own terms, but you're welcome to check out all the terms that we've been provided with.

F3. What we will do

1. We provide the Platform on which Service Providers can promote and sell their Travel Experiences, and you can search for, compare, and book them.
2. Once you've made your Booking, we'll give the Service Provider your details (e.g. your name, phone number, and pick-up location).
3. **All Private Transportation.** We'll give you the Service Provider's contact details.
4. **Pre-Booked Private Transportation.** We'll make sure the Service Provider knows what size vehicle you've requested.
5. **Public Transportation.** We'll give you (or tell you how to collect) your ticket(s).

F4. What you need to do

1. You must check the details of your Booking carefully, and provide all the information we need to arrange your Booking (your requirements, contact details, etc.).
2. You must make sure everyone in your group complies with our Terms and (where applicable) the Service Provider's terms, which you saw and accepted during the booking process. You acknowledge that if you breach them:
 - you might have to pay additional charges
 - your Booking might be canceled
 - your driver may refuse to transport you.
3. Bear in mind that estimated journey times don't take traffic conditions into account.
4. **All Private Transportation.** You must make sure all passengers are at the pick-up location on time.

5. **All Private Transportation.** At and around your pick-up time, you must have the phone (whose number you entered when booking) turned on and able to receive calls/texts, in case the driver needs to contact you. We can't guarantee they'll be able to reach you through messaging applications such as WhatsApp or Viber.

6. **Pre-Booked Private Transportation.** For any airport pick-up, you must give us your flight details at least 24 hours before your pick-up time, so your Service Provider can adjust it if your flight is delayed. If they can't provide Private Transportation following a flight delay or cancellation, contact our Customer Service team.

7. **Public Transportation.** You must make sure all passengers arrive on time, leaving enough time to collect tickets if necessary.

8. You must be 18 or older to make a Booking, and any passenger under 18 must be accompanied by a responsible adult.

9. You must make sure no passenger behaves inappropriately (e.g. being abusive or doing anything that might endanger someone).

10. You must make sure you choose Public/Private Transportation that's suitable (in terms of party size, amount of luggage, accessibility requirements, etc.).

F5. Price and payment

1. Booking.com Transport Limited is the merchant of record for your Booking. For details of our payment process, see "Payment" (A7) above.

2. **Pre-Booked Private Transportation.** Price includes any tolls, traffic charges, taxes, and peak surcharges. Payment is taken at the time of booking.

3. **On-Demand Private Transportation.** Price will be confirmed (and payment taken) when your driver drops you off. The price might be different from the price estimated when you booked. You are responsible for any tolls, traffic charges, taxes, peak surcharges, and tips.

4. **Public Transportation.** Payment is taken when your Booking is confirmed. Before departure, the Service Provider may need to see your ticket(s)/e-ticket(s). Keep it/them with you at all times, or you might have to pay again.

5. The Service Provider/driver doesn't have to agree to any changes to the Journey that you request in person. If they do, they may charge extra.

F6. Amendments, cancellations, and refunds

Cancellation

1. In most cases...

- **Pre-Booked Private Transportation.** You can cancel for free up to 24 hours before your pick-up time (2 hours in some cases – see your confirmation). If you don't cancel on time, you won't be entitled to a refund.
- **On-Demand Private Transportation.** You can cancel anytime before your pick-up time, but the Service Provider may charge you a cancellation fee.
- **Public Transportation.** You probably won't be entitled to a refund once your Booking is confirmed. If your plans change, contact our Customer Service team to discuss any options that might be available.

2. If your Service Provider has a different cancellation policy (which you'll see while booking), their policy will apply instead.

3. We and/or the Service Provider may cancel the Booking with little or no notice, but this would only happen in very specific situations. For example, if:

- the Service Provider becomes insolvent or is genuinely unable to honor your Booking, in which case we'll do our best to arrange alternative transport (and we'll refund you in full if we can't)
- you breach these Terms and/or the Service Provider's terms, in which case you won't be entitled to any refund.

Amendments (changes) before your Journey begins

4. **Pre-Booked Private Transportation.** Your confirmation email will tell you how much notice you need to give (ahead of your pick-up time) to request any changes to your Booking (such as location or time).

5. **On-Demand Private Transportation.** To change your Booking, you may need to cancel it (which might incur a cancellation fee) and make a new one.

6. **Public Transportation.** You can't change your Booking once it's confirmed.

7. If we/the Service Provider need to change your Booking (e.g. a strike that interferes with your journey), we'll tell you as soon as we can. If you then decide to cancel:

- **Any Transport.** Unless you cancel for one of the reasons in the next bullet, you'll be entitled to a full refund (no matter how close your journey is).
- **Any Private Transportation.** If the change is simply a new driver, a new Service Provider, or a new (similar) vehicle, you won't be entitled to a refund (unless you're canceling with enough notice).

Either way, neither we nor the Service Provider will be liable for any costs you may incur (e.g. alternative transport, hotel rooms).

Refunds

8. If you want to apply for a refund, you must do so in writing no more than 14 days after your pick-up time.

9. Any refund may take up to 5 business days to arrive in your account.

10. **All Private Transportation.** If your driver isn't at the pick-up location on time, you can apply for a refund, and we'll investigate this for you.

11. **All Private Transportation.** You won't be entitled to a refund if your ride doesn't go ahead as planned because:

- the driver/Service Provider can't contact you
- one or more passengers isn't at the pick-up location on time, and you haven't requested a new pick-up time
- you request unreasonable changes to the pick-up time or Journey
- you don't tell us/the Service Provider/the driver about a change you want to make
- you'd provided incorrect details when booking your Private Transportation (e.g. pick-up location, contact details, number of people, amount of luggage, etc.)
- of something that one or more passengers did/didn't do.

F7. What else do you need to know?

Pre-Booked Private Transportation

1. Check your confirmation email to see how long the driver will wait at the pick-up location.

On-Demand Private Transportation

2. The driver may not wait beyond the pick-up time, If they do, they may charge you for the time spent waiting. If you aren't at the pick-up location on time, you may be charged a cancellation fee.

Repair or cleaning charges

3. If anything needs to be repaired or cleaned because someone in your group has done something unreasonable or is in breach of these terms, you'll be responsible for the cost of repairs/cleaning.

How we work

4. For info on reviews, ranking, how we make money (and more), check out How We Work.

G. Cruises

We do not (re)sell, offer, or provide any cruises on our own behalf. Booking.com Cruises are offered and sold by World Travel Holdings, Inc. ("WTH"). When you call Booking.com Cruises or visit <https://cruises.booking.com>, you're interacting directly with WTH. When you book a cruise, you're entering into a contract with WTH and are subject to WTH's Terms and Conditions. Booking.com is not responsible for your cruise and (to the fullest extent permitted by law) has no liability to you in relation to your booking.

Booking.com dictionary

"Account" means an account (with Booking.com or a Group Company), through which you can book Travel Experiences on our Platform.

"Accommodation" means the provision of an accommodation service by a Service Provider (throughout Section B, "Service Provider" means the provider of the accommodation service).

"Attraction" means the provision of an Attraction service by a Service Provider (throughout Section C, "Service Provider" means the provider of the Attraction service).

"Attraction service(s)" includes, but is not limited to, tours, museums, attractions, activities, and experiences.

"Booking" means the booking of a Travel Experience on our Platform, whether you pay for it now or later.

"Booking.com," "us," "we," or "our" means Booking.com B.V. (for accommodation, flights, or attractions) or Booking.com Transport Limited (for any ground transport service). Corporate contact

"Booking Confirmation" (in the "Car rentals" section) means the confirmation email and coupon we send you, explaining the details of your Booking.

"Cash Credits" means a benefit with a monetary value that you can "cash out" to the Payment Method that we have on file for you, or put toward the cost of a future Travel Experience.

"Contract of Carriage" means the contract between you and the Service Provider, which deals with your Flight.

"Credits" means a benefit with a monetary value. There are "Cash Credits" and "Travel Credits."

"Credit Card Cashback" means a benefit with a monetary value that can be cashed out to the credit card that we have on file for you, but can't be put toward the cost of a future Travel Experience.

"Currency Conversion Rate" means the rate that we use to convert currency; this is currently the WM/Refinitiv Closing Spot Rate, but this may change.

"Eligible Booking" means a Booking that meets the criteria to qualify for a Reward.

"Flight" means the provision of a flight by a Service Provider (throughout Section E, "Service Provider" means the airline).

"Group Company" means an affiliate of Booking.com – either a direct shareholding of Booking.com or part of the Booking Holdings Inc. group.

"Individual Reward Criteria" means rules that apply to certain Rewards in addition to the general "Rewards, Credits, & Wallet" terms (A13) above.

"Intermediation Contract" (in the "Flights" section) means the contract between you and the Third-Party Aggregator, which deals with the way they arrange your Flight ticket (and, in some cases, any extras) with the airline or another company.

"Main Driver" means the driver whose details were entered during the booking process, the only person who can change or cancel that Booking, or discuss it with us (unless they tell us they nominate someone else to do this).

"On-Demand Private Transportation" means a private vehicle that you request when you arrive at the pick-up location (or just before).

"Our Services" (in the "Car rentals" section) means our online car rental reservation system, through which Service Providers can offer their products and services, and you can book them.

"Pay In Your Own Currency" means the payment option that we sometimes offer when a Service Provider doesn't use your currency. This option lets you pay in your currency instead.

"Payment Method" means the method (e.g. credit card, debit card, bank account, PayPal, ApplePay, etc.) used to make a payment or transfer money.

"Pick-up" (in the "Car rentals" section) means the process at the start of your Rental, when you provide the required ID and other documentation, pay for any fees and additional extras, enter into the Rental Agreement, and collect your car.

"Pick-up Time" (in the "Car rentals" section) means the (local) date and time you're due to pick up your car, as stated in your Booking Confirmation.

"Pick-up Time" (in the "Private and Public Transportation" section) means the (local) time when a Pre-Booked Private Transportation is due to reach the pick-up location, or when an On-Demand Private Transportation actually reaches the pick-up location.

"Platform" means the website/app on which you can book Travel Experiences, whether owned or managed by Booking.com or by a third-party affiliate.

"Pre-Booked Private Transportation" means a private vehicle that you request at least 2 hours before you arrive at the pick-up location.

"Private Transportation Journey" means the private transportation journey as set out in the Booking (including any changes after the Booking was made).

"Public Transportation" means trains, buses, trams, and other types of public transportation.

"Public Transportation Journey" means the public transportation journey as set out in the Booking (including any changes after the Booking was made).

"Rental" (or "Car Rental") means the provision of a car by a Service Provider (throughout Section D, "Service Provider" means the rental company that provides the car).

"Rental Agreement" means the contract between you and the Service Provider, which you sign at pick-up. You'll be provided with a summary of the key terms during the booking process.

"Rewards" means a benefit that you are promised. In most cases, Rewards will be Travel Credits, Cash Credits, a Credit Card Cashback, or a coupon for an item of some kind.

"Service Provider" means the provider of a travel-related product or service on the Platform, including but not limited to the owner of a hotel or other property

(for an "accommodation" Booking), a museum or park (for an "attraction" Booking), or a car rental company or airline (for a "transport" Booking).

"Services" (in the "Private and Public Transportation" section) means the provision of a Public Transportation Journey or Private Transportation Journey.

"Terms" means these terms of service.

"Third-Party Aggregator" means a company that acts as either (a) an intermediary between you and the Service Provider or (b) a reseller of the Travel Experience.

"Third-Party Terms" (in the "Flights" section) means both the Intermediation Contract and the Contract of Carriage.

"Travel Credits" means a benefit with a monetary value that you can put toward the cost of a future Travel Experience, but can't "cash out."

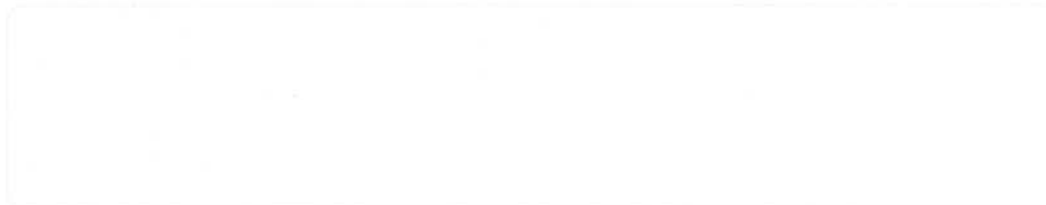
"Travel Experience" means one of the travel-related products or services on the Platform.

"Upfront Payment" means a payment that you make when you book a product or service, rather than when you actually use it.

"Wallet" means a dashboard in your Account that shows your Rewards, Credits, and other incentives.

DATE: November 17, 2023

For reservations made before February 14, 2022



12. About Booking.com and the support companies

13. Governing law and disputes

Code of Good Practices

Our mission is to empower people to experience the world, by offering the world's best places to stay and greatest places and attractions to visit in the most convenient way. In order to achieve this goal, we will live up to the following good practices:

- We care about you: and therefore offer our Platform and customer service in 40+ languages
- We bring and allow you to experience: 1.5m+ properties from high (high) end to whatever serves your needs for your next stay in a hotel, motel, hostel, B&B, etc. wherever on the planet
- We bring and allow you to experience attractions and other Trip Providers
- We can facilitate the payment of any (entrance) fee, purchase or hire of any Trip product and service which uses our payment service
- We help you (24/7): our customer service centers are here to help you 24-7-365-40+
- We listen to you: our Platform is the product of what YOU (the users) prefer and find most convenient when using our service
- We hear you: we show uncensored reviews (of customers who have actually stayed)
- We promise you an informative, user-friendly website that guarantees the best available prices.
- We Price Match

Introduction TCs

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our (mobile) website or any of our applications through whatever platform (hereafter collectively referred to as the "Platform") and/or by completing a reservation, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

These pages, the content and infrastructure of these pages, and the online reservation service (including the facilitation of payment service) provided by us on these pages and through the website are owned, operated and provided by Booking.com B.V. and are provided for your personal, non-commercial (B2C) use only, subject to the terms and conditions set out below. The relationship that we have with the Trip Providers are governed by separate terms and conditions which govern the (B2B) commercial relationship we have with each of these Trip Providers. Each Trip Provider acts in a professional manner vis-à-vis Booking.com when making its product and/or service available on or through Booking.com (both for its business-to-business ("B2B") and/or business-to-consumer ("B2C") relationship). Please note that Trip Providers may have, declare applicable and/or require (acceptance of) – in addition to the policies and fine print as disclosed on the website, their own (delivery / shipping / carriage / usage) terms and conditions and house rules for the use, access and consummation of the Trip (which may include certain disclaimers and limitations of liability).

Definitions

"Booking.com", "us", "we" or "our" means Booking.com B.V., a limited liability company incorporated under the laws of the Netherlands, and having its registered address at Herengracht 597, 1017 CE, Amsterdam, the Netherlands. "Platform" means the (mobile) website and app on which the Trip Service is made available owned, controlled, managed, maintained and/or hosted by Booking.com. "Trip" means the various different travel products and services that can be ordered, acquired, purchased, bought, paid, rented, provided, reserved, combined or consummated by you from the Trip Provider.

"Trip Provider" means the professional provider of accommodation (e.g. hotel, motel, apartment, bed & breakfast), attractions (e.g. (theme) parks, museums, sightseeing tours), transportation provider (e.g. car rentals, cruises, rail, airport rides, coach tours, transfers), tour operators, travel insurances, and any other travel or related product or service as from time to time available for Trip Reservation on the Platform (whether B2B or B2C).

"Trip Service" means the online purchase, order, (facilitated) payment or reservation service as offered or enabled by Booking.com in respect of various products and services as from time to time made available by Trip Providers on the Platform.

"Trip Reservation" means the order, purchase, payment, booking or reservation of a Trip.

1. Scope and nature of our Service

Through the Platform, we (Booking.com B.V. and its affiliate (distribution) partners) provide an online platform through which Trip Providers – in their professional conduct of business (i.e. B2C or B2B) – can advertise, market, sell, promote and/or offer (as applicable) their products and service for order, purchase, reservation, hire, and through which relevant visitors of the Platform can discover, search, compare, and make an order, reservation, purchase or payment (i.e. the Trip Service). By using or utilizing the Trip Service (e.g. by making a Trip Reservation through the Trip Service), you enter into a direct (legally binding) contractual relationship with the Trip Provider with which you make a reservation or purchase a product or service (as applicable). From the point at which you make your Trip Reservation, we act solely as an intermediary between you and the Trip Provider, transmitting the relevant details of your Trip Reservation to the relevant Trip Provider(s) and sending you a confirmation email for and on behalf of the Trip Provider. Booking.com does not (re)sell, rent out, offer any (travel) product or service.

When rendering our Trip Service, the information that we disclose is based on the

information provided to us by Trip Providers. As such, the Trip Providers that market and promote their Trip on the Platform are given access to our systems and extranet through which they are fully responsible for updating all rates/fees/prices, availability, policies & conditions and other relevant information which is displayed on our Platform. Although we will use reasonable skill and care in performing our Trip Service, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Trip Provider remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates/fees/prices, policies & conditions and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any Trip Provider (or its facilities, venue, vehicles, (main or ancillary) products or services) made available, save as explicitly indicated or set out otherwise.

Our Trip Service is made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, reservations, tickets, products or services available on our Platform for any commercial or competitive activity or purpose.

2. Prices, crossed-out rates and We Price Match

The prices as offered by the Trip Providers on our Platform are highly competitive. All prices for your Trip are displayed including VAT/sales tax and all other taxes (subject to change of such taxes) and fees, unless stated differently on our Platform or the confirmation email/ticket. Ticket prices are per person or group and subject to validity or expiration as indicated on the ticket, if applicable. Applicable fees and taxes (including tourist/city tax) may be charged by the Trip Provider in the event of a no-show or cancellation.

Sometimes cheaper rates are available on our Platform for a specific stay, product or service, however, these rates made available by Trip Providers may carry special restrictions and conditions, for example non-cancelable and non-refundable. Please check the relevant product, service and reservation conditions and details thoroughly for any such conditions prior to making your reservation.

The crossed-out rate shown for rooms is based on the third-highest current price of the Trip Provider for your Trip with the same reservation or purchase conditions 15 days before and 15 days after check-in or consummation date. If less than 15 days are between today and the check-in or consummation date, we will use the corresponding number of days after the check-in or consummation date to result in a 30-day total.

We want you to pay the lowest price possible for your product and service of choice. Should you find your property of choice booked through the Platform, with the same Trip conditions, at a lower rate on the Internet after you have made a reservation through us, we will match the difference between our rate and the lower rate under the terms and conditions of the **We Price Match**. Our We Price Match promise does not apply to non-accommodations related products and services.

The currency converter is for information purposes only and should not be relied upon as accurate and real time; actual rates may vary.

Obvious errors and mistakes (including misprints) are not binding.

All special offers and promotions are marked as such. If they are not labelled as such, you cannot derive any rights in the event of obvious errors or mistakes.

3. Privacy and cookies

Booking.com respects your privacy. Please have a look at our **privacy and cookies policy** for further information.

party payment processors) the payment of the relevant product or service (i.e. the payment facilitation service) for and on behalf of the Trip Provider (Booking.com never acts nor operates as the merchant of record). Payment is safely processed from your credit/debit card or bank account to the bank account of the accommodation provider through a third party payment processor. Any payment facilitated by us for and on behalf of, and transferred to the Trip Provider will in each case constitute a payment of (part of) the booking price by you of the relevant product or service in final settlement (bevrijdende betaling) of such (partial) due and payable price and you cannot reclaim such paid monies.

For certain (non-refundable) rates or special offers, please note that Trip Providers may require that payment is made upfront by wire transfer (if available) or by credit card, and therefore your credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the Trip Reservation. Please check the (reservation) details of your product or service of choice thoroughly for any such conditions prior to making your Trip Reservation. You will not hold Booking.com liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by the Trip Provider and not (re)claim any amount for any valid or authorized charge by the Trip Provider (including for pre-paid rates, no-show and chargeable cancellation) of your credit card.

In the event of credit card fraud or unauthorised use of your credit card by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible (usually set at EUR 50 (or the equivalent in your local currency)). In the event that your credit card company or bank charges the deductible from you because of unauthorised transactions resulting from a reservation made on our Platform, we will pay you this deductible, up to an aggregate amount of EUR 50 (or the equivalent in your local currency). In order to indemnify you, please make sure that you report this fraud to your credit card provider (in accordance with its reporting rules and procedures) and contact us immediately. Please provide us with evidence of the charged deductible (e.g. policy of the credit card company). This indemnification only applies to credit card reservations made using Booking.com's secure server and the unauthorised use of your credit card resulted

shall not be entitled to any refund of any (non-refundable) prepaid amount unless the Trip Provider agrees or allows otherwise under its (pre)payment and cancellation policy.

If you wish to review, adjust or cancel your Trip Reservation, please revert to the confirmation email and follow the instructions therein. Please note that you may be charged for your cancellation in accordance with the Trip Provider's cancellation, (pre)payment and no-show policy or not be entitled to any repayment of any (pre)paid amount. We recommend that you read the cancellation, (pre)payment and no-show policy of the accommodation provider carefully prior to making your reservation and remember to make further payments on time as may be required for the relevant reservation.

If you have a late or delayed arrival on the check-in date or only arrive the next day, make sure to (timely/promptly) communicate this with the Trip Provider so they know when to expect you to avoid cancellation of your Trip (Reservation) or charge of the no-show fee. Our customer service department can help you if needed with informing the Trip Provider. Booking.com does not accept any liability or responsibility for the consequences of your delayed arrival or any cancellation or charged no-show fee by the Trip Provider.

7. (Further) correspondence and communication

By completing a Trip Reservation, you agree to receive (i) an email which we may send you shortly prior to your arrival date, giving you information on your destination and providing you with certain information and offers (including third party offers to the extent that you have actively opted in for this information) relevant to your Trip (Reservation) and destination, (ii) an email after arrival to rate the (experience with your) Trip Provider and the Trip Service, and (iii) an email which we may send to you promptly after your stay inviting you to complete our guest review form. See our privacy and cookies policy for more information about how we may contact you.

Booking.com disclaims any liability or responsibility for any communication by or

with the Trip Provider on or through its platform. You cannot derive any rights from any request to, or communication with the Trip Provider or (any form of) acknowledgement of receipt of any communication or request. Booking.com cannot guarantee that any request or communication will be (duly and timely) received/read by, complied with, executed or accepted by the Trip Provider.

In order to duly complete and secure your Trip Reservation, you need to use your correct email address. We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address or inaccurate or wrong (mobile) phone number or credit card number.

Any claim or complaint against Booking.com or in respect of the Trip Service must be promptly submitted, but in any event within 30 days after the scheduled day of consummation of the product or service (e.g. check out date). Any claim or complaint that is submitted after the 30 days period, may be rejected and the claimant shall forfeit its right to any (damage or cost) compensation.

Due to the continuous update and adjustments of rates and availability, we strongly suggest to make screenshots when making a reservation to support your position (if needed).

8. Ranking, preferred programme, stars and guest reviews

The default setting of the ranking of Suppliers on our Platform is 'Booking.com Recommends' (or any similar wording); this is the Default Ranking. Please note that the Default Ranking is created through a complex ever changing and evolving system (algorithm) that considers a multitude of criteria in order to match searchers and accommodations in an optimal way. The actual ranking will be different for each customer and for each search as there are many criteria included, for example the popularity of an accommodation premises among our visitors (e.g. guest reviews), customer service history (including the number and type of guest complaints), certain booking-related data (e.g. number of bookings, cancellations, conversion rate, overbookings, availability, etc.) and the (past) browsing activities

of a visitor. On-time payment of commission by an accommodation and the commission percentage are also included in the algorithm of the Default Ranking. Please note that for convenience we also offer other ways to rank Suppliers. A customer can choose to rank for example an accommodation on the basis of lowest price first, review scores, accommodation type (etc.). A customer thus has full control on the presentation of the search results.

In certain cities and regions, Booking.com operates a preferred partnership program, allowing certain Trip Providers that meet and maintain the preferred program terms to be listed ahead of the rest of the Trip Providers in the default "Recommended" ranking for the relevant city/region. The preferred Trip Providers are marked with a "thumbs-up" symbol and in return for this high ranking, the preferred Trip Provider pays a higher commission. Only Trip Providers that meet and maintain certain qualification criteria can be listed as preferred.

Accommodation's star rating displayed on Booking.com is not determined by Booking.com. The accommodation determines their star rating themselves or it is determined by an independent third party provider of (objective) star ratings. Deals are shown on the basis of the number of stars (low to high or high to low) that providers provide to Booking.com. Depending on the (local) regulations, the star classifications either are assigned by an (independent) third party, for example an (official) hotel rating organisation or are based on the opinion of the accommodation providers themselves, irrespective of objective criteria. Booking.com does not impose formal obligations on star ratings and does not review them. Overall, the star classification is a representation of how the accommodation compares to the legal requirements (if applicable) or, if not regulated, the sector or (customary) industry standards in terms of price, facilities and available services (these requirements and standards can vary between different countries and organisations).

Only customers who have stayed at the Accommodation will be invited by Booking.com to comment on their stay at the relevant accommodations and to provide a score for certain aspects of their stay or may receive a rating request during their stay. The completed guest review (including submitted rating during

your stay) may be (a) uploaded onto the relevant Trip Provider's information page on our Platform for the sole purpose of informing (future) customers of your opinion of the service (level) and quality of the Trip Provider, and (b) (wholly or partly) used and placed by Booking.com at its sole discretion (e.g. for marketing, promotion, or improvement of our service) on our Platform or such social media platforms, newsletters, special promotions, apps, or other channels owned, hosted, used, or controlled by Booking.com and our business partners. In order to offer and maintain recent (and therefore relevant) reviews, reviews can only be submitted within a limited period of time (28 days) after a stay and each review will only be available for a limited period of time (24 months) after posting. The default ranking of the reviews is by date of submission relative to a few additional criteria (such as language, reviews with comments), whereas a review of a customer who [always] submits comprehensive and detailed reviews (aka "Property Scout") may be ranked on top. You have the option to choose various different forms of ranking and filter (e.g. by audience, date, language, score). Booking.com does allow the Trip Provider to respond to a review. We reserve the right to adjust, refuse, or remove reviews at our sole discretion insofar it violates our review policy. Booking.com does not compensate or otherwise reward a customer for completing a review. The guest review form should be regarded as a survey and does not include any (further commercial) offers, invitations, or incentives whatsoever. Booking.com undertakes to use its best efforts to monitor and remove reviews that include obscenities or the mention of an individual's name or reference to stolen goods.

Booking.com will not accept reviews which include:

- Profanity, sexually explicit, hate speech, discriminatory, threats, violence
- Mention of full names, personal attack towards the staff
- Promoting illegal activities (e.g. drugs, prostitution)
- Sites, emails and addresses, phone numbers, cc details
- Politically sensitive comments

Booking.com and the Trip Provider are each entitled to terminate their relationship for whatever reason (including in the event of breach of contract or (filing for) bankruptcy) with due observance of the relevant notice period as agreed between both parties.

9. Disclaimer

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the Trip Reservation confirmation email (whether for one event or series of connected events).

However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the Trip Provider as made available on our Platform, (iii) the services rendered or the products offered by the Trip Provider or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our Platform, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the Trip Provider or any of our other business partners (including any of their employees, directors, officers, agents, representatives, subcontractors or affiliated companies) whose products or service are (directly or indirectly) made

available, offered or promoted on or through the Platform, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

Booking.com is not responsible (and disclaims any liability) for the use, validity, quality, suitability, fitness and due disclosure of the Trip and makes no representations, warranties or conditions of any kind in this respect, whether implied, statutory or otherwise, including any implied warranties of merchantability, title, non-infringement or fitness for a particular purpose. You acknowledge and agree that the relevant Trip Provider is solely responsible and assumes all responsibility and liability in respect of the Trip (including any warranties and representations made by the Trip Provider). Booking.com is not a (re)seller of the Trip. Complaints or claims in respect of the Trip (including related to the offered (special/promotion) price, policy or specific requests made by Customers) are to be dealt with by the Trip Provider. Booking.com is not responsible for and disclaims any liability in respect of such complaints, claims and (product) liabilities.

Whether or not the Trip Provider has charged you for your Trip, or if we are facilitating the payment of the (Trip) price or fee, you agree and acknowledge that the Trip Provider is at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the (Trip) price or fee to the relevant tax authorities. Booking.com is not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the (Trip) price or fee to the relevant tax authorities. Booking.com does not act as the merchant of record for any product or service made available on the Platform.

By uploading photos/images onto our system (for instance in addition to a review) you certify, warrant and agree that you own the copyright to the photos/images and that you agree that Booking.com may use the uploaded photos/images on its (mobile) website and app, and in (online/offline) promotional materials and publications and as Booking.com at its discretion sees fit. You are granting Booking.com a non-exclusive, worldwide, irrevocable, unconditional, perpetual right and license to use, reproduce, display, have reproduced, distribute,

sublicense, communicate and make available the photos/images as Booking.com at its discretion sees fit. By uploading these photos/images the person uploading the picture(s) accepts full legal and moral responsibility of any and all legal claims that are made by any third parties (including, but not limited to, accommodation owners) due to Booking.com publishing and using these photos/images.

Booking.com does not own or endorse the photos/images that are uploaded. The truthfulness, validity and right to use of all photos/images is assumed by the person who uploaded the photo, and is not the responsibility of Booking.com.

Booking.com disclaims all responsibility and liability for the pictures posted. The person who uploaded the photo warrants that the photos/images shall not contain any viruses, Trojan horses or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any third party (intellectual property right, copyright or privacy) rights. Any photo/image that does not meet the aforesaid criteria will not be posted and/or can be removed/deleted by Booking.com at any time and without prior notice.

10. Intellectual property rights

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Booking.com exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) (the look and feel (including infrastructure) of) the Platform on which the service is made available (including the guest reviews and translated content) and you are not entitled to copy, scrape, (hyper-/deep)link to, publish, promote, market, integrate, utilize, combine or otherwise use the content (including any translations thereof and the guest reviews) or our brand without our express written permission. To the extent that you would (wholly or partly) use or combine our (translated) content (including guest reviews) or would otherwise own any intellectual property rights in the Platform or any (translated) content or guest reviews, you hereby assign, transfer and set over all such intellectual property rights to Booking.com. Any unlawful use or any of the aforementioned actions or

behaviour will constitute a material infringement of our intellectual property rights (including copyright and database right).

11. Applicable law, jurisdiction, and dispute resolution

The original English version of these terms and conditions may have been translated into other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these terms and conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive. The English version is available on our Platform (by selecting the English language) or shall be sent to you upon your written request.

If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.

12. About Booking.com and the support companies

The Trip Service is rendered by Booking.com B.V., which is a private limited liability company, incorporated under the laws of the Netherlands and having its offices at Herengracht 597, 1017 CE Amsterdam, the Netherlands and registered with the trade register of the Chamber of Commerce in Amsterdam under registration number 31047344. Our VAT registration number is NL805734958B01.

Booking.com has its headquarters in Amsterdam, the Netherlands and is

supported by various affiliated group companies (the "support companies") throughout the world. The support companies only provide an internal supporting role to and for the benefit of Booking.com. Certain designated support companies render limited customer care support services (only by telephone). The support companies do not have any Platform (and do not in any way control, manage, maintain or host the Platform). The support companies do not have any power or authority to render the Trip Service, to represent Booking.com or to enter into any contract in the name of, for or on behalf of Booking.com. You do not have a (legal or contractual) relationship with the support companies. The support companies do not operate and are not authorised to act as any form of process or service agent of Booking.com. Booking.com does not accept nor assume any domicile at any place, location or office in the world (also not at the office of its support companies), other than its registered office in Amsterdam.

13. Governing law and disputes

Booking.com is committed to customer satisfaction. We will try to resolve any concerns or problems with our services that you have. If we are unsuccessful, you may pursue a claim against Booking.com as explained in this Disputes provision. This Disputes provision lays out: (1) the initial process you must follow by reporting your claim to Booking.com prior to filing any arbitration or law suit in accordance with this Disputes provision; and, if we are unable to resolve your claim, (2) the recourse that you have to arbitration.

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Dutch law. By using this website, you agree that any and all disputes arising out of or relating to your use of this website, or other services provided by Booking.com or the support companies in connection with your use of this website (including the interpretation and scope of this clause and the arbitrability of the dispute), will be resolved via mandatory, binding arbitration.

Nothing in this Disputes provision shall be read to create any legal rights that do not otherwise exist under the law or constitute any waiver of any personal

jurisdiction defense, nor shall this Disputes provision give you the right to pursue any claim for relief that is not cognizable under the law.

Prior to initiating arbitration, as discussed further below, you must give us an opportunity to resolve any complaints you have relating to your use of the Booking.com website, any dealings with our customer service agents, any services or products provided, or our Privacy Policy by submitting them to customer.service@booking.com (the "Internal Review Procedure"). Your email to customer.service@booking.com beginning the Internal Review Procedure must contain the following information: (1) your name, (2) your address, (3) the email address you used to make your reservation, (4) your reservation number, (5) the date of your reservation, (6) the name of the property that you reserved, (7) a brief description of the nature of your complaint, and (8) the resolution that you are seeking (together, the "Required Information"). Additionally, the subject line of your email must state, "Request Under Disputes Provision." If your email does not have this subject line, or if it does not contain all of the Required Information (or an explanation of why you are unable to include any of the Required Information), then you have not effectively begun the Internal Review Procedure, which you must do before initiating any arbitration or other legal action against Booking.com. If we are not able to resolve your complaint within 60 days of your starting the Internal Review Procedure, you may seek relief as laid out in this Disputes provision.

Arbitration shall be initiated through and administered by the American Arbitration Association ("AAA"). Should the AAA decline to administer the arbitration or otherwise be unable to administer the arbitration for any reason, you agree that Booking.com will select an alternative arbitral forum, and that you will agree in writing to administration of the arbitration by the alternative arbitral forum selected by Booking.com.

In order to initiate arbitration, you and Booking.com each will be responsible for paying the filing fees required by the AAA. In the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Booking.com will pay as much of your filing fee in connection with the

arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the costs of litigation.

Arbitration will be conducted in accordance with the AAA's rules. If there is a conflict between the AAA's rules and this Disputes provision, the terms of this Disputes provision will govern. The rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. If the AAA is unable or unwilling to administer the arbitration for any reason, then arbitration will proceed in a substantially similar fashion as it would under the AAA's rules.

The arbitration will be conducted by one arbitrator, who will be appointed by the AAA. You agree that the arbitration will be conducted in the English language. For claims under \$25,000, the arbitration will not involve any personal appearance by the parties or witnesses but will instead be conducted based solely on written submissions, unless you request an in-person or telephonic hearing or the arbitrator determines that an in-person or telephonic appearance is required. In the case of a hearing, the presumption shall be in favor of a telephonic hearing, unless the arbitrator determines that a party's right to a fundamentally fair process would be impaired without an in-person hearing. In the case of an in-person hearing, the hearing shall be conducted in a mutually convenient location. Booking.com will ordinarily request that the hearing be held in Chicago, Illinois. You may petition the arbitrator to select an alternative location for the hearing. The arbitrator's selection of a hearing location shall be final and binding. You agree that in the event of an in-person hearing, any Booking.com B.V. employee or affiliate who is based outside of the United States and who is participating in the hearing may participate by telephone or video conference, and his or her physical presence will not be required.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. This agreement to arbitrate is made under and will be governed by and construed in accordance with the laws of the Netherlands, consistent with the Federal Arbitration Act, without giving effect to any choice-of-law principles that provide for the application of the law of another jurisdiction.

The arbitration will be confidential, and neither you nor Booking.com may disclose

the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award.

Ordinarily, pre-hearing information exchange will be limited to the reasonable production of non-privileged documents directly relevant to the dispute. Unless the arbitrator determines that an additional form of information exchange is necessary to provide for a fundamentally fair process, those documents will be limited to your booking and communications directly about that booking among you, Booking.com, and the accommodation(s) that are the subject of your dispute with Booking.com. Any issues regarding discovery, or the relevance or scope thereof, will be determined by the arbitrator, and the arbitrator's determination will be conclusive.

The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. There will be no right or authority for any Claims to be arbitrated on a class action basis. You understand and agree that, by accepting these terms and conditions, you and Booking.com are each waiving the right to a trial by jury or to participate in a class action with respect to the claims covered by this mandatory arbitration provision.

You are thus giving up your right to go to court to assert or defend your rights. Your rights will be determined by a neutral arbitrator, and not a judge or jury. The arbitration procedures mandated by this Disputes provision are simpler and more limited than the procedures applicable in most courts. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court.

All claims you bring against Booking.com must be resolved in accordance with this Disputes provision. All claims filed or brought contrary to this Disputes provision, including claims not first submitted through the Internal Review Procedure, will be considered improperly filed and void. Should you file a claim contrary to this Disputes provision, Booking.com will notify you in writing of the improperly filed claim, and you must promptly withdraw the claim.

This Disputes provision was amended by Booking.com effective April 7, 2016. If you have a claim that relates to a booking made prior to that date, you may choose to proceed under the provision in effect when you made your booking. If you would

like to do that, please so indicate in your claim submission. Otherwise, by submitting a claim, you agree that this Disputes provision will apply to your claim.

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IN THE TAX APPEAL COURT OF THE
STATE OF HAWAII

In the Matter of the Tax Appeal of
BOOKING.COM B.V.,
Taxpayer-Appellant.

CASE NO. 1CTX-21-0001613
CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I, Robert Brian Black, certify that on January 31, 2025, I will serve a copy of the foregoing Memorandum of Law in Opposition to Taxpayer-Appellant Booking.com B.V.'s Motion to Seal; Declaration of R. Brian Black; and Exhibits 1-5 on the following parties by electronic mail:

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DATED: Honolulu, Hawai`i, January 31, 2025


ROBERT BRIAN BLACK