

This document is an unofficial English translation of a document prepared in Dutch. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will be governed by law. In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.



General Terms and Conditions Yoga Mountain Life

The company Yoga Mountain Life (hereinafter: Yoga Mountain Life) is registered with the Chamber of Commerce under number 82581231 and is located at Achillesstraat 70-1 (1076 RG) in Amsterdam.

Article 1 - Definitions

In these general terms and conditions, the following terms are used with the undermentioned meaning, unless explicitly stated otherwise.

1. **Yoga Mountain Life:** offers travel services to the Traveller.
2. **Organizer:** the trader who puts together the package trips and offers them directly or through or together with another trader, or the trader who provides the traveller's details to another trader.
3. **Traveller:** any person who wishes to conclude an agreement on the basis of this title (7a of book 7, articles 7:500 - 7:513d of the Civil Code) or who is entitled to travel on the basis of an agreement based on this title.
4. **Offer:** any offer or quotation to the Traveller for the provision of Travel Services by Yoga Mountain Life.
5. **Travel services:** the services offered by Yoga Mountain Life are services related to (active) trips to Austria.
6. **Services:** Yoga Mountain Life mediates in entering into agreements for the rental of bicycles and other activities with the relevant service providers.
7. **Package Travel Agreement:** the agreement for the entire package, or if the package is delivered under separate agreements, all agreements relating to the Travel Services that form part of the package.

Article 2 - Applicability

1. These general terms and conditions apply to any Yoga Mountain Life offer, any agreement between Yoga Mountain Life and Traveller and to any Service offered by Yoga Mountain Life.
2. Before a Package Travel Agreement is concluded, the Traveller will have access to these general terms and conditions. If this is not reasonably possible, Yoga Mountain Life will indicate to Traveller how Traveller can view the general terms and conditions. The general terms and conditions can be viewed via the website and/or are sent by e-mail with the agreement or invoice.

3. Deviation from these general terms and conditions is not possible.
4. These general terms and conditions also apply to additional, amended and follow-up assignments from Traveller.
5. The general terms and conditions of Traveller are excluded.
6. The applicability of articles 7:404 Civil Code and 7:407 paragraph 2 Civil Code is explicitly excluded.
7. If reference is made to she/her in these general terms and conditions, this should also be understood as a reference to he/him/his, if and to the extent applicable.
8. The services provided by Yoga Mountain Life are in addition to title 7 of book 7 (article 7:400 -7:413) regarding the Agreement of Service, title 7A of book 7 (article 7:500 - 7:513d Civil Code) regarding the Civil Code Agreement applicable.
9. These general terms and conditions also apply to linked Package Travel Arrangements, or travel services that are not a package service or linked travel arrangement.

Article 3 – The Offer

1. All offers made by Yoga Mountain Life are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.
2. Yoga Mountain Life is only bound by an Offer if it is confirmed in writing by the Traveller within the specified validity period.
3. The Offer contains a description of the services offered. The description is sufficiently specified so that the Traveller is able to make a proper assessment of the Offer. If the actual situation differs from the imaged and/or data shown, this will be explicitly stated in the Offer so that the Traveller is clearly informed about this.
4. Offers or quotations do not automatically apply to follow-up orders.
5. If the number of people who can participate in a particular Service is limited, or if restrictions or conditions are imposed on the Travellers in some other way, this will be included in the Offer.
6. An Offer of Yoga Mountain Life is composed on the initiative of the Traveller, subject to the availability of services from third parties. A composed quotation does not oblige Yoga Mountain Life to deliver part of the goods included in the offer or quotation against a corresponding part of the stated price.
7. The Offer contains a description of the travel services offered, as well as all mandatory contractual information in accordance with title 7A, section 2 of book 7 of the Civil Code with regard to the Package Travel Agreement. The description is detailed in such a way that the Traveller is able to make a proper assessment of the relevant trip and/or Service.
8. After the Offer has been posted on the website, Yoga Mountain Life is entitled to revoke it from the Traveller and to revise its prices if the price increase is the direct result of changes in an increased price in fuel or other energy sources, taxes or fees (about the travel services

referred to in the (Package) Travel Agreement, which are charged by third parties not directly involved in the execution of the package, including tourist taxes, landing fees and departure or arrival tax at ports and airports) and exchange rates that are relevant for the package trip. In case of a price increase or more than 8% of the price of the package trip, Traveller is entitled to terminate the Package Travel Agreement without paying a termination fee.

Article 4 – The reservation order of a travel service

1. If the Traveller has concluded an Agreement with Yoga Mountain Life, Yoga Mountain Life will inform and/or advise Traveller and possibly reserve a service desired for Traveller. Traveller is bound towards Yoga Mountain Life as soon as Traveller has given an assignment to Yoga Mountain Life, even if Traveller has not yet received confirmation.
2. Travellers can only object or cancel the Travel Agreement free of charge without stating reasons within 24 hours after receiving the Order Confirmation. If an objection is not lodged in time, the Package Travel Agreement is deemed to have been concluded, subject to proof to the contrary, and the Traveller must comply with the obligations included therein towards both Yoga Mountain Life and the relevant service provider.
3. Pursuant to the Order Confirmation, the Traveller is obliged to provide all information about himself as well as his travel group that is relevant for the performance of the services as well as details (physical and/or mental condition) of the travel companions.
4. Any prices of reserved services cannot be guaranteed. These prices can be changed in accordance with the conditions of the relevant Service Provider. Yoga Mountain Life has no influence on this.

Article 5 – Establishment of the (Package Travel) Agreement

1. The (Package Travel) Agreement being a group tour (customization) is concluded when the Traveller has accepted an Offer from Yoga Mountain Life by returning a signed copy (scanned or original) to Yoga Mountain Life, or expressly and unambiguously agree to the Offer by e-mail.
2. The (Package Travel) Agreement, being an individual trip, is concluded via the Yoga Mountain Life website. If Traveller has accepted the Offer by concluding an Agreement with Yoga Mountain Life via the website, Yoga Mountain Life will confirm the Agreement with the Traveller in writing, at least by e-mail.
3. Travelers must be at least 18 years or older and legally competent to issue an assignment to Yoga Mountain Life.
4. Traveller is obliged to provide the correct information (even if he makes a booking on behalf of several Travellers), on the basis of which the Package Travel Agreement is drawn up as stipulated in title 7A of book 7 of the Civil Code with regard to the Package Travel Agreement. Traveller is liable for the fulfilment of all obligations with regard to all (fellow) Travellers of the agreement.

5. Yoga Mountain Life is not bound by an Offer if the Traveller could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. Traveller cannot derive any rights from this mistake or error.

6. Yoga Mountain Life is entitled to immediately cancel the Package Travel Agreement if the required minimum number of registrations (in this case: 8 for a group tour) has not been achieved and this is stated in the relevant Offer. Yoga Mountain Life will inform travelers about this as soon as possible. The latest term within which the Traveller must be informed is:

- Twenty days before the start of the package trip for trips of more than six days,
- Seven days before the start of the package trip for trips of two to six days,
- Forty-eight hours before the start of the package trip for trips of less than two days.

In case of a maximum number of participants, Yoga Mountain Life will indicate how many participants can participate and which number cannot.

7. For the conclusion of the Package Travel Agreement, the Traveller receives standard information, before being bound by the Package Travel Agreement (or a corresponding offer), by means of the form referred to in annex 1, part A or part B of the directive (EU) 2015/2302 and, insofar as this applies to the package trip, in addition to the following information as laid down in article 7:502 of the Civil Code.

8. After the conclusion of the Package Travel Agreement, but no later than 7 days before departure, Traveller will receive information regarding the necessary travel documents (if available, but no later than 24 hours before departure), as well as information regarding the passport, health formalities, visas and other relevant information such as, for example, taking out travel and/or cancellation insurance. Travellers are responsible for obtaining additional information and keeping the information up to date. If Traveller does not receive the relevant information within this period, Traveller must contact Yoga Mountain Life himself.

9. Traveller is responsible for having the necessary documents with him during the trip. If, due to the lack of necessary information, Traveller cannot make the trip, or not entirely, Traveller must bear the costs of this himself, unless Yoga Mountain Life would explicitly provide the relevant documents and failed to fulfil its information obligation.

10. If the Package Travel Agreement is entered into by several Travellers, each Traveller is individually severally liable for the fulfilment of all obligations arising from the Package Travel Agreement, unless otherwise agreed.

Article 6 – Cancellation of the Package Travel Agreement

1. Travellers are at all times entitled to cancel the agreement before the start of the trip. In the event of cancellation, Traveller must compensate all damage that Yoga Mountain Life suffers as a result of the cancellation, including already agreed standardized termination compensation.

2. Reasonable standardized termination fees may be set in the agreement based on the time of termination/cancellation of the Package Travel Agreement prior to the start of the trip and the expected cost savings and income from alternative use of the travel services. If no

standardized termination fees have been set, the amount of the termination fee will correspond to the price of the Package Travel Agreement minus the cost savings and income from alternative use of the travel services. At Traveller's request Yoga Mountain Life will provide a justification for the amount of the termination compensation.

3. If unavoidable and extraordinary circumstances arise at the destination or in the immediate vicinity thereof that have significant consequences for the execution of the trip, Traveller has the right to terminate the Package Travel Agreement only before the start of the trip without payment of a termination fee. In such a case, Traveller will receive a refund of all amounts already paid for the trip, without any compensation.

4. Cancellation of the Package Travel Agreement during the trip is not possible.

5. Yoga Mountain Life can cancel the Package Travel Agreement before the start of the trip if the minimum number of registrations for the trip has not been reached, with due observance of twenty days before the start of the trip if the trip concerns more than six days. If the trip lasts two to six days, this period is seven days prior to the trip. If the trip lasts less than two days, cancellation by Yoga Mountain Life is possible up to 48 hours before the start of the trip.

6. Even if there are unavoidable and extraordinary circumstances that prevent the implementation of the Package Travel Agreement, Yoga Mountain Life is entitled to terminate the Package Travel Agreement. Travelers will be notified of this without delay. Traveller will receive money that has already been paid back, without any compensation.

7. In the event of cancellation of the Package Travel Agreement, Traveller is responsible for indirect costs of the trip, including but not limited to the costs of the travel insurance and any vaccinations.

8. A cancellation must be communicated to Yoga Mountain Life in writing. Yoga Mountain Life will confirm the cancellation and cancellation fee within one business day.

9. Yoga Mountain Life has the right to cancel the Package Travel Agreement with Traveller with immediate effect if Traveller does not agree with a proposed equivalent alternative Offer when changing a Package Travel Agreement. In this situation, Traveller is entitled to remission or refund of the travel sum, or if the trip has already been partly used, to a refund of a proportionate part thereof within 10 working days.

10. Refunds based on the cancellation of the Package Travel Agreement will be made no later than 14 days after the termination of the Package Travel Agreement.

11. If Traveller cancels the Package Travel Agreement, this is only possible if this is done in writing, or at least by e-mail to info@yogamountainlife.com, stating the name of the main booker, dates of the trip and the trip code. The day the cancellation is received is the cancellation date.

Article 7 – Amendments to the Package Travel Agreement

1. Changing a Package Travel Agreement by Traveller is only possible if and insofar as these changes are approved and implemented by Yoga Mountain Life. A change can only be submitted in writing.

2. If Yoga Mountain Life changes the Package Travel Agreement on behalf of Traveller, a service fee of 15,- euro including VAT may be charged for this.
3. Each change must be submitted by phone or by e-mail to Yoga Mountain Life. Yoga Mountain Life does not guarantee that the change desired by Traveller can actually be applied. Yoga Mountain Life will shortly after receipt of a change request inform Traveller in writing whether the request can be executed and if this is possible, what consequences this has for the travel sum. Travellers must agree to the amended Package Travel Agreement. If agreed, Traveller is obliged to pay the changed travel sum within the specified payment term.
4. Yoga Mountain Life is entitled to change Package Travel Agreement in the event of minor, insignificant changes and is not required to notify Traveller (in time). Travelers are obliged to accept this change. In the event of a major change, Yoga Mountain Life will make an alternative Offer to Travellers if possible. This Offer must be at least equivalent. Traveller will be informed in a timely manner and has the option to cancel the Package Travel Agreement if Traveller does not agree with the change or alternative Offer. If the quality or costs of the trip are reduced, Traveller will simultaneously receive a proposal to receive the trip costs. Traveller must inform Yoga Mountain Life of his decision within 24 hours in case of urgent cases (or 48 hours if the trip starts 14 days or later) after notification. In the absence of a timely response, the change is automatically approved.
5. Yoga Mountain Life also has the right to change the Package Travel Agreement due to unavoidable extraordinary circumstances. Yoga Mountain Life will notify Traveller of this change immediately, but as soon as possible. From 14 days before departure, Yoga Mountain Life will inform travelers of this change 24 hours at the latest.
6. Traveller has the right to terminate the Package Travel Agreement without payment of a standardized termination fee if the non-conformity has significant consequences for the execution of the package and Yoga Mountain Life has not remedied it within a reasonable period of time set by Traveller.
7. It is possible that Traveller and/or one or more Travellers from the tour group may be replaced by another (substitution). Traveller and/or the Traveller must inform Yoga Mountain Life of this no later than 7 calendar days before departure, or so in time that the necessary actions and formalities can still be performed by Yoga Mountain Life. Yoga Mountain Life will accept the substitution if the person concerned meets the conditions applicable by Yoga Mountain Life in the context of the Package Travel Agreement, as well as the (general) conditions of the relevant suppliers and/or service providers. Regardless of whether the number of Travellers in the tour group decreases, the original Traveller and the substitute Traveller remain jointly and severally liable for the payment of the agreed travel sum and any additional costs arising from the substitution. Yoga Mountain Life will inform the party transferring the Package Travel Agreement of the actual costs of the substitution.

Article 8 – Duration of the Package Travel Agreement

1. If and insofar as a Package Travel Agreement has been concluded between Traveller and Yoga Mountain Life, the duration of this Package Travel Agreement is in accordance with what parties have agreed.

2. Both Traveller and Yoga Mountain Life can dissolve the Package Travel Agreement on the basis of an attributable shortcoming in the fulfilment of the Package Travel Agreement if the other party has been given written notice of default, and if he/she has been given a reasonable term to fulfil his obligations and he/she fails imputably in this regard. This also includes Traveller's payment and cooperation obligations.

3. The dissolution of the Package Travel Agreement does not affect the payment obligations of Traveller if Yoga Mountain Life has carried out work or has delivered performances at the time of the dissolution. Travelers must pay the agreed fee.

Article 9 – Execution of the services

1. Yoga Mountain Life will make every effort to perform the agreed Travel Service with the greatest possible care, as may be expected from a good service provider. Yoga Mountain Life guarantees a professional and independent service. All Travel Services are executed on the basis of a best-efforts obligation, unless a result has been explicitly agreed in writing which is described in detail. If a part cannot be executed in accordance with the agreement, Yoga Mountain Life will take care of the implementation of these agreements as much as possible, unless this cannot reasonably be required of Yoga Mountain Life in connection with high costs.

2. The Package Travel Agreement on the basis of which Yoga Mountain Life executes the Services is leading for the size and the scope of the service.

3. The information and data provided by Traveller are the basis of which the Services and prices offered by Yoga Mountain Life are based. Yoga Mountain Life has the right to adjust its services and its prices if the information provided appears to be incorrect and/or incomplete.

4. In the execution of the Services Yoga Mountain Life is not obliged or being kept to follow the instructions of Traveller if this changes the content or scope of the agreed Services. If the instructions result in further work for Yoga Mountain Life, Traveller is kept to accordingly reimburse additional costs on the basis of a new quotation.

5. Yoga Mountain Life is entitled to engage third parties for the performance of the Services at its own discretion.

6. The execution of the Services is based on the information provided by Traveller. If the information needs to be changed, this may have consequences for any established schedule. Yoga Mountain Life is never liable for adjusting the planning. If the start, progress or delivery of the Services is delayed because, for example, Traveller has not provided all requested information or has not provided all the requested information on time, or has not provided the requested information in the required format, or does not provide sufficient cooperation, any advanced payment has not been received by Yoga Mountain Life on time, or by other circumstances, which are at the expense and risk of Traveller, there is a delay, Yoga Mountain Life is entitled to a reasonable extension of the delivery/completion term. All damage and additional costs as a result of delay due to a cause as mentioned above are at the expense and risk of Traveller.

7. The following additional provisions apply to the travel services:

- In the event of a faulty performance of the Package Travel Agreement, Traveller is immediately to inform Yoga Mountain Life of this, so that it can take the necessary measures in time to remedy the defect.
- If part of the agreed Services can no longer be fulfilled, Yoga Mountain Life must come up with an equivalent qualitative alternative, without charging extra costs. If no alternatives are possible, Traveller may be offered a price reduction. Travellers are not obliged to accept the alternative. Traveller can also remedy a shortcoming himself.
- Travellers have the right to cancel the Package Travel Agreement free of charge if the shortcoming has not been remedied within a reasonable period of time. Travellers are then entitled to a price reduction and equivalent transport to make the return journey.
- Traveller is independently responsible for his behaviour during the implementation of the Package Travel Agreement.

Article 10 - Services

1. Insofar as agreed, Yoga Mountain Life can also provide additional Services. The costs of the Services are passed on to Traveller in accordance with the quotation.
2. Traveller reports to Yoga Mountain Life in a timely manner all details for which its wishes attention, so that Yoga Mountain Life can adjust the Services requested by Traveller. This also includes the (im)possibilities with regard to participation in activities.
3. If Traveller is not satisfied with Yoga Mountain Life or a third party engaged by it, she must report this to Yoga Mountain Life in time. This notification must take place via the provisions of article 11 of these general terms and conditions.
4. Due to the nature of the trips offered by Yoga Mountain Life, it cannot offer any guarantees with regard to the Services that are (partly) dependent on the weather conditions present at the location. In this situation, reference is therefore made to the provisions of article 21 regarding force majeure. This also applies to the third party engaged by Yoga Mountain Life involved in the actual performance of the Services.

Article 11 – Obligations of Traveller

1. Traveller is obliged to provide all information requested by Yoga Mountain Life as well as relevant attachments and related information and data in a timely manner and/or before the start of the activities and in the desired format for a correct and efficient execution of the Package Travel Agreement. Failing this, Yoga Mountain Life may not be able to fully implement and/or deliver the relevant documents. The consequences of such a situation are at all times at the expense and risk of Traveller.
2. Yoga Mountain Life is not obliged to check the accuracy and/or completeness of the information provided to it or to update Traveller with regard to the information if it has changed over time, nor is Yoga Mountain Life responsible for the correctness and

completeness of the information that has been compiled by Yoga Mountain Life for third parties and/or is provided to third parties in the context of the Package Travel Agreement.

3. Yoga Mountain Life may, if necessary for the execution of the Package Travel Agreement, request additional information. Failing this, Yoga Mountain Life is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for whatever reason towards Traveller. In the event of changed circumstances, Traveller must notify Yoga Mountain Life immediately or no later than 3 working days after the change has become known.

4. Each Traveller is independently responsible for his or her behaviour during participation in a trip or activity.

Article 12 – Additional activities and changes

1. If during the execution of the Package Travel Agreement it appears that the Package Travel Agreement needs to be adjusted and/or supplemented or, at the request of Traveller, further work is required to achieve the desired result of Traveller, Traveller is obliged to pay for this additional work in accordance with the agreed rate. Yoga Mountain Life is not obliged to comply with this request. Yoga Mountain Life may also require Traveller to conclude a separate Package Travel Agreement for this purpose.

2. If and insofar a fixed price has been agreed for the performance of certain Services and the performance of those Services leads to extra (urgent) work that cannot reasonably be considered to be included in the fixed price, Yoga Mountain Life is entitled to charge these costs to Traveller after consultation with Traveller.

3. If a change has to be made in the Package Travel Agreement, and the cause of this change can be attributed to Yoga Mountain Life, the resulting damage will be for the account of Yoga Mountain Life. If the cause of the change can be attributed to Traveller, the resulting damage will be for the account of Traveller. If the cause of the cannot be attributed to either Traveller or Yoga Mountain Life, the parties each bear their own damage.

Article 13 – Prices and payment

1. When the Package Travel Agreement is concluded, Traveller must immediately pay a (down) payment of the total agreed travel sum.

2. Travellers must pay the remainder of the travel sum to Yoga Mountain Life no later than 6 weeks before the day of departure. If payment is not made on time, Traveller will receive a payment reminder, in which Traveller is set a period of 14 days to still make the payment. Travellers can pay the amount under special circumstances in instalments to be determined if this has been explicitly agreed with Yoga Mountain Life.

3. Travellers are also obliged to pay a contribution for the guarantee scheme of € 12,50 euro (if applicable). This amount is included in the travel sum.

4. If Parties have agreed on a down payment, this down payment must be paid by Traveller before Yoga Mountain Life will start its work. In the event of late payment of the down

payment, Traveller will receive a payment reminder. In the absence of a payment, the collection policy takes effect. Price increase and changing availability of the Services and/or activities may apply if Traveller makes the payment at a later time.

5. If there is a payment in instalments of Traveller, Yoga Mountain Life is entitled to adjust the applicable prices and rates (only) in accordance with the conditions of the Package Travel Agreement in writing, with due observance of a term of at least three months.

6. If Traveller has not or not timely fulfilled his payment obligation, Yoga Mountain Life is entitled to immediately terminate the Package Travel Agreement, without being obliged to pay any compensation or refund of money already paid.

7. If Traveller cancels the Package Travel Agreement before the start of the package trip, the following standard termination fee will be charged. This termination fee is a maximum of once the travel sum (excluding the reservation costs, insurance premiums and calamity fund contribution). The standard termination fee is built up in accordance with the following graduated scale:

- In case of cancellation up to 60 calendar days (exclusive) before the start of the package trip: 10% of the travel sum;
- In case of cancellation up to 45 calendar days (exclusive) before the start of the package trip: 35% of the travel sum;
- In case of cancellation up to 30 calendar days (exclusive) before the start of the package trip: 50% of the travel sum;
- In case of cancellation up to 14 calendar days (exclusive) before the start of the package trip: 75% of the travel sum;
- In case of cancellation up to 7 calendar days (exclusive) before the start of the package trip: 90% of the travel sum;
- In case of cancellation on the day of departure or later: 100% of the travel sum.

8. If the Package Travel Agreement explicitly provides for this, the prices may be increased after the Package Travel Agreement has been concluded in accordance with article 7:507 Civil Code. Yoga Mountain Life will notify Traveller in writing of any price increase no later than 20% days before the start of the trip.

9. If the price increase amounts to more than 8% of the price of the Package Travel Agreement, Traveller, being a consumer, can accept the proposed change within a reasonable term determined by Yoga Mountain Life or terminate the Package Travel Agreement without payment of the termination fee stated in article 6, section 3 of this Package Travel Agreement.

10. In the event of termination of the Package Travel Agreement as a result of a price increase of more than 8%, and Traveller does not accept an equivalent Offer, Yoga Mountain Life will pay all amounts paid by or on behalf of Traveller without delay and in any case no later than 10 working days after the Package Travel Agreement has been terminated back to Traveller.

11. All prices are in principle inclusive of Value-added tax (VAT), unless explicitly stated otherwise.

12. Traveller is obliged to fully reimburse the costs of third parties that are used by Yoga Mountain Life after approval of Traveller, unless explicitly agreed otherwise.
13. Parties can agree that Traveller must pay an advance. If an advance has been agreed upon, Traveller must pay the advance before a start is made with the execution of the service.
14. Travellers cannot derive any rights or expectations from a budget issued in advance, unless parties have explicitly agreed otherwise.
15. STO Garant Guarantee Scheme. In order to meet its statutory obligation to provide a guarantee, Yoga Mountain Life makes use of the guarantee scheme provided by STO Garant. You can check that this is the case by visiting STO Garant's website and verifying that the organisation is listed as a participant (www.stogarant.nl/en/members). You can find all information relating to STO Garant at www.stogarant.nl/en. Whether STO Garant's guarantee applies to a particular (travel) offer made by Yoga Mountain Life is clearly stated for that offer. The Guarantee Scheme specifies what the guarantee covers and which conditions apply. You can find the Guarantee Scheme on STO Garant's website (www.stogarant.nl/en/downloads). If STO Garant's guarantee applies to your booking, you do not pay the booking sum to Yoga Mountain Life but instead into the escrow account belonging to Stichting Derdengelden Certo Escrow, a payment services provider registered with De Nederlandsche Bank (DNB) and the Dutch Authority for the Financial Markets (AFM). This trust account holds your payment in reserve until the trip booked has come to an end. If services are not supplied (in full and/or on time) due to the financial insolvency of Yoga Mountain Life, STO Garant implements the guarantee. The Guarantee Scheme details how you can make a claim under the guarantee in such cases.

Article 14 – Collection policy

1. If Traveller does not fulfil its payment obligation and has not fulfilled its obligation within the specified payment term, Traveller is in default by operation of law.
2. Travellers being a Consumer will first receive a further written reminder with the request to pay the amount due within the term set therein and will be informed about the consequences of the occurrence of the default. If Traveller does not pay as yet, Traveller is in default.
3. From the date Traveller is in default, Yoga Mountain Life will without further notice of default, be entitled to the statutory commercial interest from the first day of default until full payment, and reimbursement of the extrajudicial costs in accordance with article 6:96 Civil Code to be calculated according to the graduated scale from the decision on reimbursement for extrajudicial collection costs of 1 July 2012.
4. If Yoga Mountain Life has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The full legal and execution costs incurred are also for the account of Traveller.

Article 15 – Transfer of risk

The risk of theft and loss, misappropriation or damage to data, documents, data files and/or items used, made or delivered in the context of the execution of the Package Travel Agreement, transfers to Traveller on the moment when this has actually been made available to Traveller.

Article 16 – Information obligation, help and assistance with travel services

1. Yoga Mountain Life undertakes to comply with the provision of prescribed standard information (the main characteristics of the travel services) in accordance with article 7:502 in conjunction with 7:504 of the Civil Code.
2. If Yoga Mountain Life provides no or incorrect information, the provisions of title 7A of book 7 of the Civil Code with regard to the agreement apply. In particular, it concerns the provisions regarding the execution of the package trip, complaints procedure, obligations of help and assistance, cancellation options and substitution.
3. If Yoga Mountain Life facilitates a linked travel arrangement, Yoga Mountain Life points out to Traveller (prior to the formation of the Package Travel Agreement) that Traveller does not claim rights that exclusively apply to the package trips by virtue of the law and the relevant service provider which is solely responsible for the correct contractual execution of its own services.
4. If Traveller and/or their travel companion needs help or assistance, Yoga Mountain Life will provide information about local authorities, medical services and consular assistance, as well as assist Travellers in using remote communication and finding alternative travel arrangements. If help or assistance is required as a result of intent or negligence on the part of Traveller and/or the travel companion, Yoga Mountain Life is entitled to charge a reasonable fee to Traveller.
5. If due to force majeure the return journey (transport) cannot be performed on the agreed date, Yoga Mountain Life will reimburse the costs of the accommodation for a maximum of three nights per Traveller. The above cost limitation does not apply to disable persons and their companions, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided Yoga Mountain Life has been notified of their special needs at least 48 hours before the start of the package trip.
6. If there Covid-19 measures in Austria or in Traveller's home country that make the trip impossible, Yoga Mountain Life will cancel the trip and Traveller will receive a full refund of his/her payments. Travelers are required to be in possession of an EU Covid-19 certificate, or take a PCR test a maximum of 72 hours before the start of the trip and can submit a negative test. In the event of a positive test, Traveller will receive full payment back minus the fixed cancellation costs or administration costs.
7. By taking out cancellation insurance, the costs associated with a cancellation can be covered, provided the conditions of this insurance are met. Ask a travel insurance company for the correct conditions. Travel insurance is not mandatory. These can be taken out with various insurance companies and Yoga Mountain Life is happy to inform you about this. Always bring a copy of the insurance with you during the trip.

Article 17 – Travel documents

1. The required travel documents are provided to Traveller not later than 7 days before the day of departure, unless this cannot reasonably be required of Yoga Mountain Life.
2. When booking, Traveller will immediately receive proof of the booking of the various parts of the Package Travel Agreement.
3. If Traveller has not yet received (complete) travel documents at least 3 working days before the day of departure, Traveller will report this immediately to Yoga Mountain Life.
4. After receipt, Traveller must carefully check the travel documents for errors and immediately contact Yoga Mountain Life in case of errors.

Article 18 – Insolvency protection

Yoga Mountain Life uses STO Garant to comply with the legally required warranty. Travelers can check this via the STO Garant participants page (www.stogarant.nl/deelnemers). Travelers can find all information about STO Garant at www.sto-garant.nl. With every (travel) offer from Yoga Mountain Life, it is clearly stated whether the guarantee of STO Garant applies. In the guarantee scheme Traveller can read what the guarantee entails and which conditions apply. Travelers can find this guarantee scheme on the STO Garant website (www.sto-garant.nl/downloads). If the guarantee of STO Garant applies to the booking, Traveller does not pay the travel sum to Yoga Mountain Life, but to the third-party account of Stichting Derdengelden Certo Escrow, a payment service provider registered at De Nederlandsche Bank (DNB) and the Autoriteit Financiële Markten (AFM). This third-party fund foundation guarantees the travel sum until after the booking is made. When services are not (fully and/or timely) provided due to financial inability of Yoga Mountain Life, STO Garant will execute the guarantee. In the guarantee scheme, Traveller reads how Traveller can claim in this case.

Article 19 - Privacy, data processing and security

1. Yoga Mountain Life handles the (personal) data of Traveller and Travellers with care and will only use them in accordance with the applicable standards. If requested Yoga Mountain Life will inform the person concerned about this.
2. Traveller is responsible for the processing of data that is processed using a (Travel) service of Yoga Mountain Life. Traveller also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, Traveller indemnifies Yoga Mountain Life against any (legal) claim related to this data or the execution of the Package Travel Agreement.
3. If Yoga Mountain Life must provide security of information on the basis of the Package Travel Agreement, this security will meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and cost, is not unreasonable.

4. After Traveller has given permission, Yoga Mountain Life can place one or more photos of the trip and/or his review on, for example, the website and/or social media channels of Yoga Mountain Life.

Article 20 – Suspension and dissolution

1. Yoga Mountain Life is authorized to suspend the fulfilment of its obligations as soon as Traveller is in default with the fulfilment of any obligation arising from the Package Travel Agreement, including late payment of its invoices. The suspension will be immediately confirmed in writing to Traveller. In that case, Yoga Mountain Life is not liable for damage, in whatever form, as a result of the suspension of its Services.

2. All Services are offered subject to (significant) unforeseen circumstances, such as extreme weather conditions and/or local circumstances that prevent or limit the performance of the Services. In the event of unforeseen or unsafe circumstances that result in cancellation or exclusion of the Services, Yoga Mountain Life is entitled not to perform a Service and to offer an equivalent alternative.

3. Yoga Mountain Life is in that case not liable for damage, for whatever reason, as a result of the temporary suspension of its Services. The suspension (and/or dissolution) does not affect Traveller's payment obligations for Services already performed.

Article 21 – Force majeure

1. Yoga Mountain Life is not liable if it is unable to fulfil its obligations under the Package Travel Agreement as a result of a force majeure situation.

2. Force majeure on the part of Yoga Mountain Life is in any case understood, but is not limited to: (i) force majeure of suppliers of Yoga Mountain Life, (ii) failure to properly fulfil obligations of suppliers, (iii) unforeseen changes to the service of Service Providers, (iv) inadequacy of goods, equipment, software or materials of third parties, (v) government measures, (vi) electricity failure, (vii) failure of the internet, data network and telecommunication facilities, (for example due to: cybercrime and hacking), (viii) natural disasters, (ix) war and terrorist attacks, (x) general transportation problems, (xi) strikes, cancellations and/or lockouts and (xii) other situations that, in the opinion of Yoga Mountain Life, are beyond its control, which temporarily or permanently prevent the fulfilment of its obligations.

3. Yoga Mountain Life is not liable for a breach of an obligation due to unforeseen circumstances attributable to Traveller or a third party not being an assistant of Yoga Mountain Life.

4. Yoga Mountain Life is explicitly not liable for the snow certainty at the relevant trip location. Insofar as Traveller has made use of additional Service that is dependent on snow certainty, the conditions of the third party engaged by Yoga Mountain Life involved in the actual performance of the Service are followed. Travellers will receive a prorated compensation. The compensation depends on the completion of the assignment, the disadvantage suffered

by Traveller and any savings made by Mountain Life because the relevant Service was partially or completely unable to take place.

Article 22 – Limitation of liability

1. If the performance of (Travel) Services and/or execution of assignments by Yoga Mountain Life leads to liability of Yoga Mountain Life, that liability is limited to a maximum of three times the value of the travel sum unless there is intent or negligence on the part of Yoga Mountain Life, or personal injury to Traveller (other than attributable to Traveller as determined in paragraph 4 of this article).

2. Yoga Mountain Life is not liable for general information in photos, folders and other promotional material or information from (linked) websites as far as this has not been drawn up by itself but by third parties..

3. Yoga Mountain Life is not liable for business damage, loss of profit and/or suffered loss, missed savings and damage due to business interruption of Traveller.

4. In particular Yoga Mountain Life is not liable for circumstances attributable to Traveller or Traveller himself. This includes, but is not limited to, disregarding instructions and/or warnings, recklessly or incorrectly, participating under the influence of alcohol, drugs or medication, as well as any injuries or other hurt sustained during the trip.

5. Damage to clothing or other properties of Traveller caused by third parties (not being auxiliary persons within the meaning of article 6:76 Civil Code, who are not involved in the implementation of the Package Travel Agreement), is also excluded from liability of Yoga Mountain Life.

6. Yoga Mountain Life is not responsible for errors and/or irregularities in the functionality of the website, malfunctions or the unavailability of the website for any reason.

7. Yoga Mountain Life does not guarantee a timely receipt of the e-mail. Traveller has an independent obligation to keep an eye on her e-mail in time if Traveller receives digital information. Yoga Mountain Life will take into account the applicable legal terms.

8. Traveller guarantees the correctness and completeness of the information provided by him with regard to the (reservation) assignment. Yoga Mountain Life explicitly excludes all liability for (consequential) damage as a result of the execution of the assignment on the basis of incorrect information provided by Traveller.

9. In the event of non-conformity, Traveller is entitled to an appropriate price reduction for each period in which there was non-conformity, unless the non-conformity is attributable to Traveller. Traveller is entitled to appropriate compensation for all damage incurred by Traveller as a result of non-conformity unless the non-conformity is attributable to Traveller, a third party (who is not involved in the performance of the travel services in the Package Travel Agreement and the non-conformity could not be foreseen or prevented) or there are unavoidable and extraordinary circumstances.

10. All claims of Traveller due to shortcomings on the part of Yoga Mountain Life expire if they are not reported in writing and with reasons to Yoga Mountain Life within one year after

Traveller was known or could reasonably have been aware of the facts on which he bases his claims.

Article 23 - Confidentiality

1. Yoga Mountain Life and Traveller undertake to maintain the confidentiality of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. The confidentiality does not apply if the information in question is already public/generally known, the information is not confidential and/or the information has not been made known to Yoga Mountain Life during the Package Travel Agreement and/or otherwise by Yoga Mountain Life Mountain Life is obtained.

2. If Yoga Mountain Life is obliged to provide the confidential information to the law or competent judge or indicated third party on the basis of a statutory provision or a court decision and Yoga Mountain Life cannot invoke a right of nondisclosure, Yoga Mountain Life is not obliged to pay any compensation and does not give Traveller any ground for dissolution of the Package Travel Agreement.

3. For the transfer or dissemination of information to third parties and/or publication of statements, advice or productions provided by Yoga Mountain Life to third parties, the written permission of Yoga Mountain Life is required, unless such permission has been explicitly agreed in advance. Traveller will indemnify Yoga Mountain Life against all claims of such third parties as a result of relying on such information distributed without Yoga Mountain Life's written consent.

4. Yoga Mountain Life and Traveller also impose the obligation of confidentiality on third parties to be engaged by them.

Article 24 – Indemnification and accuracy of information

1. Traveller is responsible for the correctness, reliability and completeness of all data, information, and/or documents that he provides to Yoga Mountain Life in the context of the Package Travel Agreement. Travellers are also responsible for this if this information originates from third parties.

2. Traveller indemnifies Yoga Mountain Life against any liability resulting from non-compliance or late fulfilment of the obligations from the previous paragraph.

3. Traveller indemnifies Yoga Mountain Life against claims from third parties with regard to intellectual property rights on the data and information by Traveller, which can be used in the execution of the Package Travel Agreement.

4. If Traveller provides Yoga Mountain Life with electronic files, software or information carriers, Traveller guarantees that these are free of viruses and defects.

5. Traveller is responsible for carrying the necessary (travel) documents, such as a passport that meets all validity requirements, or where permitted, an identity card and any required visas, proof of vaccinations, driving licence and green card.

6. It is the Traveller's own responsibility, insofar as the Package Travel Agreement includes the purchase of goods that are bound to certain dates and (starting) times, to observe these, to check for correctness and in good time before the stated starting time to be present at the relevant location on the relevant dates.

Article 25 – Reporting complaints during the trip

1. If Traveller experiences a shortcoming in the execution of his Package Travel Agreement during the trip, Traveller must immediately report this to Yoga Mountain Life. Travelers must call the appropriate emergency number of Yoga Mountain Life as soon as possible during the trip. This enables Traveller Yoga Mountain Life to solve the problem, if possible on the spot and immediately.

2. If Traveller does not comply with the notification obligation included in the previous paragraph during the trip and therefore does not enable Yoga Mountain Life to resolve the shortcoming in the execution of the Package Travel Agreement on the spot and immediately, at least within a reasonable period of time, any right to compensation may be limited or excluded.

3. Yoga Mountain Life provides clear information in the travel documents regarding the procedure to be followed on site, contact details and accessibility of those involved and will reimburse any communication costs to Traveller, unless it appears that these should not reasonably have been made.

Article 26 – Other complaints

1. If Traveller is not satisfied with the service of Yoga Mountain Life or otherwise has complaints about the execution of his assignment, Traveller is obliged to report these complaints as soon as possible, but no later than 7 calendar days after the relevant cause that led to the complaint. Complaints can be reported verbally or in writing via info@yogamountainlife.com with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by Traveller if Yoga Mountain Life is to be able to handle the complaint.

3. Yoga Mountain Life will respond substantively to the complaint as soon as possible, but at the latest within 7 calendar days after receipt of the complaint.

4. Parties will try to find a solution together.

Article 27 – Applicable law

1. The legal relationship between Yoga Mountain Life and Traveller is governed by Dutch law.

2. Yoga Mountain Life has the right to change these general terms and conditions and will inform Traveller thereof.

3. All disputes arising from or in connection with the Package Travel Agreement between Yoga Mountain Life and Traveller will be settled by the competent judge of the Amsterdam Court, unless mandatory provisions designate another competent judge.

Amsterdam, 15 June 2021