

HotLoy.com

Terms & Conditions Travel booking and other discount locations.
(See below for the website's Terms of Use and supplied apps)

These terms and conditions and any document referred to herein after (collectively, the "Terms Conditions") govern the conditions under World Acceptance Group ("HotLoy.com", "MyLoy", "we", "us" or "our") Offering booking services for hotels, discounts Offered by third parties and holidays through our website HotLoy.com, MyLoy, loyalty booking pages in cooperation with our affiliated hotels or any app that we publish for which we give you access to the reservation service that we Offer (collectively, the "service"). Please read these Terms and conditions before you make use of the Service.

When the service is used to book a hotel or a holiday or using any discount Offered, you are asked to agree to these Terms and Conditions. You should not use the Service if you do not agree with these Terms and Conditions.

These Terms and Conditions govern your relationship with us concerning your use of the Service and how the reservations you wish to make at hotels or third parties (collectively, the "Suppliers") are processed by the World Acceptance Group. It is important that you read and understand the Terms and Conditions before using the Service. You agree to these Terms and Conditions by creating an account or making use of our website or app. You should not use the Service if you do not agree with these Terms and Conditions.

About us

World Acceptance Group B.V. is a registered company with registration number 30217545. Our registered office is located in the Netherlands Prof. J. H. Bavincklaan 2, Amstelveen, The Netherlands. World Acceptance Group enables account holders to make reservations with Suppliers for hotel stays and package Offers as well as other Offers as advertised on our website and app ("Travel Offers"). All the Travel Offers publicised on our website or app are accommodation related only. All Travel Offers displayed on our website or app are subject to availability. World Acceptance Group does not warrant Travel Offers will be available during a certain period.

Our role

We act as an agent for the Suppliers whose Offers are Offered on our website, through special loyalty pages or app. This means that we act on behalf of the Suppliers Offering a platform that allows you to book a stay with the Suppliers with Travel Offers. We are not committing to provide a Travel Offer directly to you but the undertaking booking of your stay for the Tour Offer will be entered with the Travel Supplier. As such these Terms and Conditions are subject for your use of our Service, but all the Travel Offers that you purchase, subject to the terms and conditions listed on the Travel Supplier page, the reservation conditions that are made available to you just before you pay for a Travel Offer through our website, special loyalty page or app and the Terms and conditions of the Travel Supplier where they are made available to you during the booking process (the "Terms and conditions of the Offer"). By using the Service to purchase a Travel Offer from a Travel Service Supplier, you agree to the Terms and Conditions of the Offer and you agree that you direct a commitment with the Travel Supplier with respect to the purchased Travel Offer.

Although World Acceptance Group uses reasonable efforts to select Suppliers for whom it acts as agent, World Acceptance Group in no way responsible for providing the Travel Offers of the Travel Supplier. If you have questions or concerns after purchasing a Offer on an Offer, please contact the Travel Supplier.

Since the commitment of the Travel Offer is closed between yourself and the Travel Supplier, we are in no way responsible for the delivery of Travel Offer. As such, we accept no responsibility or liability for any losses you suffer as due to the use of the Travel Offer. In the clause below regarding resolving disputes you can find more information about our process for resolving disputes.

Account and membership

To use the service and discount you must register with us and create an account (your "Account"). You can create your account with an email address and password.

You are fully responsible for maintaining the confidentiality of your login information and any activities that occur under your account. If you suspect that your Account possibly is being abused, we advise you to immediately contact us through our contact form and let us know. Once you've created your account and we have confirmed your membership, you become a member of World Acceptance Group (a "Member").

To become a member you must be at least 18 years old to enter into a legally binding commitment. In the event that you violate these Terms and Conditions, World Acceptance Group may suspend or terminate your access to the Service and your Account. If your access is suspended or terminated, do not try to use the Service under a different name or by accessing data of another person, even if you have received the consent of the person to do so.

Booking Travel Offers

You can book Travel Offers from Suppliers by following the process in the Service as described. You acknowledge that by booking with a Travel Supplier, you are required to pay to the Travel supplier at which you have made your reservation. The reservation procedure of the service allows you to check possible mistakes and change them before submitting your reservation for a Travel Offer. Please check your reservation in every stage of the booking process and check the information throughout the reservation process to make sure that what you are putting a reservation for is what you require and wished for.

Make sure you (and your companions) are eligible for any Travel Offers and that you are able to Travel on the dates for which you have reserved the Travel Offer before making a reservation if it is at some times non refundable. If you (or one of your companions) have special requests, please let us know during the reservation process. World Acceptance Group will discuss all reasonable requests with their Travel Suppliers, but can not guarantee that such requests will be met by the Suppliers. World Acceptance Group does not accept reservations made subject to compliance with a special request. If you have a medical condition that can affect your reservation, please let us know before you make a reservation, so we can check with the Supplier if the Travel Offer is compatible with your wishes. All bookings are subject to acceptance by the Travel Supplier.

As agent for the Travel Supplier, we will send you an e-mail confirming the acceptance of your booking. The contract between you and the Travel Supplier is only concluded when we send this email, confirming the acceptance. We, as a designated agent or the Travel Supplier may and will charge the amount that is due for payment by the method chosen by you after we accept your reservation. In this e-mail, data will be the noted referring your Travel Offer, including all relevant confirmation documentation that may be requested if you have booked a package at a Travel Supplier.

You must ensure that the contact information we have is up to date so that we or the Travel Supplier can, if necessary, contact you concerning your reservation. Once the Travel Supplier accepts your reservation request and this by us (acting as agent the Travel Supplier) is communicated to you, and you have paid for your Travel Offer, World Acceptance Group will send:

- 1) in the case of just a hotel Offer, an email with the receipt of the reservation with a description of the Travel Offer and information of the Travel Supplier that provides the Itineraries. This e-mail will hold a receipt of your booking request and payment and contains all the data your Travel Offer,
- 2) in the case of a package Offer Offer, an email with the receipt of your booking describing the details of the Offer and Travel information from the Travel Supplier that provides the itineraries regarding the package Offer will be sent to you. When you receive the documentation for your Travel Offer, you should check that your personal information is correct and in the event that the Travel Offer is abroad please make sure that the information correspond to the names and ages on the passports. If this is not the case, please contact us as soon as possible as well as the Travel Supplier. World Acceptance Group is not responsible in the event that you have purchased tickets and / or Travel documents at third parties that do not arrive by mail or email. If you do not receive these

documents you need to make direct contact with the Travel Supplier as noted in the e-mail with the booking receipt.

Availability

All bookings for Travel Offers are subject to availability as indicated by the relevant Suppliers. We will contact you as soon as possible after making a reservation to notify if the Travel Offer that you book at a Travel Supplier is unexpectedly unavailable for some reason. If a Travel Supplier can not accept your reservation, for example when there is no more availability on the date selected by you, or because of an error in the price has occurred (see below), we will inform you through email and we will not process your reservation. If you have already paid for Travel Offers, we will arrange with the Suppliers that the money that has already been paid, will be (as soon as possible) fully refunded.

Price of Travel Offers

The price of a Travel Offer is the price stated on the Service, except in the case of clear error. The price of a Travel Offer includes VAT, in addition to all other relevant taxes such as airport tax for passengers (where applicable) but are usually excluding city tax. The price of a Travel Offer may change from time to time, but changes will not affect any reservation, which has already been accepted a Travel Supplier. Because of the large number of Travel Offers in the Service, it is always possible that some Travel Offers which are listed, are mis-priced, despite our reasonable efforts to ensure that they are correct priced. As an agent for the Travel Supplier we will always try and check, as part of our procedure, to insure reservations and their verified prices with the Suppliers. In case the correct price of a Travel Offer is less than the stated price, we will - as agent for the Travel Supplier - charge you the lower price when we accept the booking from you. If the correct price for the Travel Offer is higher than the price listed on the Service, we will normally - at its discretion - either contact you for instructions before we process your booking or decline your reservation commissioned by the Travel Supplier and notify you with the reason of refusal.

Note that Travel Suppliers have no obligation to accept a Travel Offer at the wrong (lower) price, even after we have sent you a receipt if the wrong price of which it is clear and unmistakable wrong and reasonably understandable by you as an incorrect price indication could so be recognized.

Booking fee

We might charge booking fees to provide you with the Service, including the use of the platform on which we Offer you the possibility to purchase the Travel Offer from the Travel Supplier. The reservation fee will be described along with the other payment information on the last page before you pay for the Travel Offer that you want to purchase. You then will agree to these booking fees by making a booking at a Travel Supplier through our Service.

Billing

Please note that our partner hotels are not required to issue a VAT specified invoice. If a VAT specification is required you need to contact the Supplier directly. World Acceptance Group is only an intermediary between the guest and the hotel or the tour operator. World Acceptance Group will send customers a receipt with the Offer details and the price of the hotel or tour.

Payment

We can act in some cases as payment channel for the Travel Supplier. In the name of the Travel Supplier, we then accept payments through the payment methods listed in the Service. You must (unless described/Offered differently) pay for the Travel Offer at the time you make the reservation for the Travel Offer. By making a reservation through the Service, you confirm that the payment information on the reservation is valid and correct. If a payment is declined, we may possibly contact you to request an alternative method of payment or we will cancel your reservation when there is no payment or payment possibility.

Please contact us immediately if you have a question about an amount we charged to you. If we notice that a payment has by mistake been collected, we will immediately refund the amount to your credit card or bank account. There are probably processing fees if you pay for the Travel Offer with Credit card. These processing costs will not exceed the cost for us to get your payment processed. The

cost of the processing of these payments / refunds will be displayed before the pay Travel Offer is finalised.

Changes made by you

Unless otherwise stated in the terms and conditions in the online Offer(s) you purchased, you will not be able to submit changes and cannot demand to be refunded. However World Acceptance Group, will try to assist when/if a Member has a wish to implement a change to their acquired Travel Offer, at its discretion, and make reasonable efforts to assist a member to consult with the Travel Supplier to make a change in the details of their purchases Travel Offer. World Acceptance Group provides no guarantee however that such efforts will be successful and is not responsible for any additional fees which the Member possible has to pay due to a change in a previously purchased Travel Offer.

Cancellations and changes by Travel agents

If a Travel Supplier informs us about changes made to your purchased Travel Offer we or the Travel Supplier will inform you accordingly. This usually involves minor changes, but occasionally we have to inform members about a "radical change" that has been made by a Travel Supplier in a purchased Travel Offer. A radical change is a change that is made before the start of the Travel Offer, taking into account that the information which we have received at the time of the reservation concerning the Travel Offer can reasonably be expected to be under the Travel Supplier full knowledge, the Travel Supplier can therefore expect that this will have a significant impact on your purchased Travel Offer. In the unlikely event that a Travel Supplier cancels your Travel Offer, change it or make any other profound changes, we or the Travel Supplier will notify you as soon as possible. If there is time we will undertake all reasonable efforts to do so before the start of your purchased Travel Offer, (but can not guarantee this), to ensure that the Travel Supplier Offers you one of the following options (depending on the nature of the purchased Travel Offer):

1) accepting the changed arrangements or hotel Travel Offers;
2) the choice between accepting an alternative reservation or to cancel your reservation with a full refund of the amount you paid. In the event that the Travel Supplier has no alternative available, they can give us the order to the

cancel the Travel Offer and arrange a full refund;

3) the choice of a replacing Travel Offer of a similar or higher standard than the originally reserved Travel Offer, if available. If you accept this new Travel Offer of a similar standard, there will be no additional costs. If you accept a Travel Offer of a higher standard, you will be requested to pay the price difference between your purchased Travel Offer and the higher standard Travel Offer. Or;

4) cancel the purchased Travel Offer and receive a full refund of the amount you paid. In the event that a change in the purchased Travel Offer is not a small change and when the Suppliers can not provide the Members a possible solution of the above options. Note that a change in the flight times of less than 12 hours before, a change of the travel organization or aircraft (if recommended) or a change in a destination airport, are usually considered to be a minor change.

World Acceptance Group is not responsible for any costs you endure when a Travel Supplier cancels or amends the acquired Travel Offer. In the rare event that a Travel Supplier cancels your booking after it has been accepted, the Travel Supplier or World Acceptance Group is acting on behalf of the Travel Supplier, will inform you.

Since World Acceptance Group is an agent acting on behalf of Suppliers, and the Supplier has a commitment with you, World Acceptance will make all reasonable efforts to help you to get a refund or to change your data. However, World Acceptance Group is not responsible for any costs associated with cancellation by the Travel Supplier.

Cancellation by you

We will provide all reasonable assistance to contact the Travel Supplier in the event that you wish to cancel a TravelOffer. Note that - in the event of a cancellation there may be penalty fees as described in the Terms and Conditions of the Travel Supplier. We usually refer to the terms of the Travel Supplier as you have you agreed to the terms and conditions of the Travel Supplier and its terms and conditions for the reservation.

Incentive and loyalty programs

Normally when registering your first booking, you will always pay the regular price. After this however you will receive a lifetime 10% discount on the Best Available Rate at all Supplying partners. However, it may be that you are an organization, member of an organization or guest which will have been handed out a special discount code. When you sign up through the website or app, you will receive the discount as an exclusive member directly from your first booking and you can benefit all the additional benefits and package deals from day 1.

Our liability to you

If World Acceptance Group does not conform to the Terms and Conditions can then World Acceptance is responsible for the loss or damage suffered by you as a foreseeable result of our breach of these Terms and Conditions or when our negligence is a fact, but we will not be responsible for any loss or damage which was not foreseeable. Loss or damage is foreseeable if the loss or damage would be an obvious consequence due to a fault on our side, or if you and we together contemplated the loss or damage at the time we entered into the commitment. The maximum loss or damage which we are responsible for is limited to the reservation fee you have paid when you use the Service to purchase a Travel Offer and where the loss or damage is fully related to which you suffer. In no way do we exclude our liability to:

- Death or personal injury caused by our negligence;
- Fraud or fraudulent misrepresentation;
- Any other restriction as time to time be excluded by law.

This does not affect your statutory rights or events beyond our control.

We are not liable or responsible for not properly performing Suppliers, or a delay in the performance of our obligations under a contract that is caused by events outside our reasonable control, including (but not limited to) acts out of our hands, fire, flood, extreme weather conditions, explosions, war (declared or undeclared), terrorism, industrial disputes (whether or not with respect to our employees) or measures by the local or central government or other competent authorities.

Resolving disputes

If you are dissatisfied with any aspect of the Travel Offer you reserved through the Service and wish to file a complaint, you should take this up directly with the relevant Travel Supplier so that any problems that you do have can be addressed to properly. However, if you have a dispute with World Acceptance Group, in connection with our commitment to you, you should first contact us through our contact form so we can contact you immediately try to resolve the dispute informally to find a solution for the complaint.

Insurance

It is important that you have adequate insurance for yourself (and your companions) during your stay and whilst traveling. Most Suppliers require that you have taken adequate travel insurance as a condition of your reservation. You must ensure that you have a valid travel insurance at the time of the reservation, which provides sufficient coverage for the country you travel in or to and activities you will undertake on your vacation or business stay.

Travel Information

Note that we can give general information about the passport and visa requirements for your booked destination, but your specific personal passport and visa requirements and other immigration requirements are your own responsibility and you should confirm these with the relevant embassies and / or consulates. All the information we provide on these or related issues (such as climate, when it's a good time to Travel, clothing, luggage, personal items, etc.) is as a general guide and given in good faith and are supplementary, but we do not accept liability for any decisions made on the basis of the information provided. It is your own responsibility to ensure that you (and all members of your group) before your trip begins are in possession of all necessary travel and health documents and you meet all other immigration requirements. We, nor the Suppliers, can accept any responsibility if you cannot travel because you do not meet the passport, visa or immigration requirements. Ensure that all travel, passport, visa and insurance documents are in order and that you arrive with more than enough time to check in at the airport or hotel or accommodation. You may also need to (re)confirm your flight before departure at the airline.

Separate conditions

Each segment of these Terms and Conditions apply separately. If a court or another relevant authority decides that any of these segments appears illegal or unenforceable, the remaining provisions shall remain in full force.

Entire agreement

These Terms and Conditions describe the written terms of our commitment to you to provide the Service. If any part of these Terms and Conditions is unenforceable, the remainder of these Terms and Conditions still applies to our mutual agreement.

Updating of these terms and conditions

We may change these Terms and Conditions from time to time update for the following reasons:

- 1) changes in the way our company works;
- 2) changes in the legal requirements or the rules which we have to comply; or
- 3) changes in how we accept payments from you.

We will notify you of any changes to these Terms and Conditions, either through the usual communication method we use to contact you or through a notice on our website or app.

Rights of third parties

Any commitment that is between you and us, is made solely between you and us.

Transfer our rights

We may assign our rights and obligations under our commitment between you and World Acceptance Group to another organization and we will do our best to notify you if this happens, but it does not affect your rights and our obligations under this agreement.

Law and Jurisdiction

These Terms and Conditions are subject to Dutch law. This means that the commitment between us, which allows you to use the Service and any dispute or claim therefrom arising out of or related, will be subject to Dutch law.

You and we irrevocably consent to the exclusive jurisdiction of the District Court of Rotterdam to Netherlands.

Contact moments

If we need to contact you, we will do so through e-mail or by mail/post to the address you have given us whilst making the reservation.

Contact us

If you have any questions about these terms and conditions, please contact us through our contact form after which we will immediately contact you or by e-mail or in urgent situations through the telephone. We are always there for you. Day and night, 24/7.

Terms of Use of the website and app

These terms refer to ("Terms of Use") which are applicable for the publicly accessible areas of our website www.hotloy.com (our "Website"), our HotLoy app, our MyLoy app and dedicated pages on the websites of Hotels and other partners managed by World Acceptance and open for you to visit. You should read these Terms of Use carefully before using these applications and/or websites. By using our applications and websites you indicate that you accept these Terms of Use and that you agree to comply with them.

These Terms of Use were last updated on February 27, 2017.