# Book a Hotel - Terms of Service

Last revised: 1 June 2025

Greetings, and thank you for your attention. We appreciate you taking the time to review these Terms of Service ("Terms").

Together with your booking confirmation email ("Booking Confirmation"), these Terms set out the legal conditions under which Travel Services are offered through our Service, including any interactions or communications you have with us via the Service.

Your use of our Service—and any Travel Service booking—depends on your acceptance of these Terms. If you do not agree, please do not use the Service or make a booking.

We may update these Terms at any time. By continuing to use our Service after any changes, you accept the revised Terms. We recommend saving or printing a copy for your records.

#### In these Terms:

**"we," "us," or "our":** Refers to BOOKAHOTEL.COM (commercial name: KIVOTOSTRAVEL.COM), headquartered at Irodotou 6, Piraeus 18538, Greece.

"our Group of Companies": Includes BOOKAHOTEL.COM, its subsidiaries, and corporate affiliates.

**"our Partners":** Any affiliated, co-branded, or linked website through which our Group of Companies provides content or services.

"our Service": The websites, mobile apps, and online tools that we make available to you.

**"Travel Services":** Any travel-related offerings (for example, hotel stays) made available through our Service by a Travel Provider.

**"Travel Provider":** A supplier that offers Travel Services through our Service.

"You": The traveler who uses or books through our Service.

# Please read these Terms thoroughly.

### **Section 1: Rules and Restrictions**

Alongside these Terms, you must also comply with any additional terms set by the Travel Provider (e.g., a property's own terms), collectively called the "Rules and Restrictions." You must accept a Travel Provider's Rules and Restrictions—covering payment, refundability, penalties, availability, fare usage, and more—before booking. These Rules and Restrictions are shown to you prior to booking and form part of these Terms.

If you breach a Travel Provider's Rules and Restrictions, your booking may be canceled, you may be refused service, you could forfeit any payments made, and your account may be charged for any costs we or the Travel Provider incur.

### **Section 2: Using Our Service**

We provide this Service solely to help you find and book Travel Services for personal, non-commercial use.

## You agree to:

- Use the Service legally and in accordance with these Terms.
- Supply complete, accurate, up-to-date, and truthful information.
- Keep your account credentials secure and accept responsibility for all activity under your account.
- Obtain permission before booking on someone else's behalf, inform them of all applicable Terms (including the Rules and Restrictions), and ensure their agreement.
- Pay all charges, handle change or cancellation requests, and manage all aspects of your booking.

## You also agree not to:

- Create false or fraudulent bookings.
- Access, scrape, or copy our content by automated or manual means.
- Ignore or circumvent any access restrictions (e.g., in robot exclusion headers).
- Overload our systems with unreasonable requests.
- Deep-link to any part of our Service.
- Frame, mirror, or embed any part of our Service in another website.

#### Access

We may deny anyone access to our Service at any time for any legitimate reason. We also reserve the right to update or modify our Service whenever we choose.

### **Sorting Search Results**

Our Service surfaces a range of travel options, with a default sort order shown on the search results page. You can adjust the sort order and apply filters—such as price or guest review score—to tailor results to your preferences. More details on how we organize search results are available in our help section.

## **Commercial Listings**

Some travel options in your search results may be paid commercial listings from our Travel Providers. These will be clearly marked (for example, with an "Ad" label) to distinguish them from other options.

## **Redirection and Third-Party Bookings**

If you're redirected from our Service to a third-party booking platform (for example, to rent a car), any bookings you make there are governed by that provider's terms. We aren't responsible for those bookings, and your rights and obligations are set by the third-party service.

# **Confirmation of Booking**

Your Booking Confirmation—sent to the email address you provided—includes all key details of your reservation (description of Travel Service(s) and price). If you haven't received it within 24 hours, please contact us.

# **Payment Details**

- Price: The cost displayed on our Service applies, except in cases of obvious error. Although Travel Service prices can change at any time, once your booking is confirmed, its price won't change unless it was clearly a mistake. We aim for accurate pricing but reserve the right to fix any errors.
- **Taxes:** Prices displayed on our Service may include taxes or tax recovery charges. These charges are generally calculated or estimated before applying any discounts, coupons, or loyalty points. Our Group of

Companies does not collect taxes for remittance, except for tax obligations on amounts received (facilitation fees and service fees). Tax recovery charges on Pay Now bookings represent estimated taxes paid to Travel Providers, who are responsible for remitting applicable taxes to relevant jurisdictions.

- **Local Taxes:** In some locations, local authorities may impose taxes. Either our Group of Companies or the Travel Provider will charge these taxes, and you'll see them before you complete your booking.
- Payment Processing: When you pay in the local currency, a third-party payment processor handles the transaction and charges your payment method. Our Privacy Statement explains how we use and store your payment and account details if you opt to save a card or other payment method for future bookings.
- **Payment Verification:** By booking, you authorize the relevant company (as specified above) or the Travel Provider to:
  - 1. Verify your payment method—by pre-authorization, a small test charge, or other means.
  - 2. Charge your payment method once verification is successful.
- **Bank Fees:** Your bank or card issuer may charge fees for international or cross-border transactions—such as when your card is issued in a different country than the Travel Provider's location or when you pay in a currency other than our Service's local currency. They may also apply currency-conversion fees if they convert your booking amount to your card's currency. For details on these charges or exchange rates, please contact your bank or card issuer. We are not responsible for these fees or rate fluctuations.
- **Currency Conversion:** Any currency-conversion rates shown on our Service come from public sources and may change between booking and travel. These rates are for your information only; we do not guarantee their accuracy.
- **Alternative Payment Methods:** We may offer third-party payment options (for example, consumer finance). We neither endorse nor are responsible for any provider's offerings, actions, or terms. Using an alternative payment method is at your own risk and governed by that provider's policies.
- **Fraud:** If we suspect fraud, misuse, ties to sanctioned entities, or other suspicious activity, we may ask for more information. If a booking or account appears fraudulent, we reserve the right to:

- 1. Cancel related bookings.
- 2. Close associated accounts.
- 3. Seek legal recourse for any losses.
- Please contact us if you have questions about cancellations or account closures.

# Section 3: Cancelling or Changing a booking

## **Cancellation or Change by You**

You can request cancellations or changes (date, destination, start location, property, or transport) by contacting us. Changes and cancellations are subject to the Travel Provider's Rules and Restrictions—shown to you before booking—and you have no automatic right to modify or cancel unless those Rules allow it.

- **Provider Fees:** Travel Providers may charge fees for cancellations or changes. You agree to pay these fees.
- **Price Adjustments:** If you change your booking, the new price will reflect current rates, which may be higher than your original booking. Rates typically rise closer to the departure date.
- No-Show & Penalties:
  - 1. If you miss a "Pay Later" booking without cancelling, the property's no-show or cancellation fee (per their Rules) applies.
  - 2. If you fail to use part or all of your Travel Services, refunds—if any—follow the Provider's Rules.
- **Administration Fee:** In addition to Provider fees, we may charge an administrative fee for approved cancellations or changes. You'll be notified of this fee before you confirm any changes.

# **Cancellation or Change by Us or the Provider**

- **Non-Payment:** We or the Travel Provider may cancel your booking if full payment (or any due change/cancellation fee) isn't received on time.
- **Other Reasons:** Bookings may also be cancelled or altered for reasons beyond anyone's control (e.g., overbooking, severe weather, property closure). In these cases, we'll notify you promptly and either offer alternatives or issue a refund.

#### Refund

Any refunds will be transferred back to you to the payment method you used to make the original booking. Such refunds will be made by the party that took your original payment. We do not have visibility of a Travel Provider's refund process. Our fees are not refundable unless this is stated otherwise during the booking process.

# **Section 4: Travel Service specific terms**

This section outlines additional terms that apply to specific Travel Services. They supplement—not replace—the Travel Provider's Rules and Restrictions, which take precedence if there's any conflict.

### A. Stays

You may see two payment options: Pay Now or Pay Later. Displayed room rates (plus any taxes and fees) vary by payment choice. Note that tax and exchange rates can change between booking and check-in.

### 1. Pay Now:

- We charge your payment method when you book.
- The displayed rate combines the provider's room charge and our facilitation fee. We may also add separate service fees.
- You authorize us to collect the full amount (room rate, taxes, and any service or tax-recovery fees) on behalf of the Travel Provider.

#### 2. Pay Later:

- The Travel Provider will bill your payment method in their local currency at check-in (or as otherwise indicated).

### 3. **Deposit:**

- Some providers require a card or cash deposit at check-in for incidental charges. This deposit is separate from your booking payment.

# 4. First-Night No-Show:

- If you skip your first night but still plan to arrive later, you must notify us before your original check-in date. Otherwise, your entire booking may be cancelled.
- Any refund for a no-show follows the provider's Rules and Restrictions.

# 5. Group Bookings:

- You may not reserve more than eight rooms at the same property for the same dates through our Service. If multiple bookings exceed eight rooms, we may cancel them, charge a cancellation fee, and forfeit any non-refundable deposit. To book more than eight rooms, please use the "Groups and Meetings" section of our Service. You may be required to sign a contract or pay a non-refundable deposit.

## 6. Ratings:

- Property ratings on our Service reflect local or national standards and may differ from those in your country. They are intended to give a general expectation, not to guarantee specific features or amenities. For detailed information, see the property's "Overview" and "Amenities" sections. Ratings may change, and we and our Partners cannot guarantee their accuracy at any given time.

#### 7. **Meals:**

- When meals are included in your stay, the number provided matches your nights booked.
  - Full board = breakfast, lunch, and dinner
  - Half board = breakfast plus either lunch or dinner
  - No refunds are available for unused meals.

### 8. International Travel:

- Travel to some destinations carries higher risk. You should:
  - Review government travel advisories before booking.
  - Monitor those advisories during your trip and before your return to minimize disruptions.

#### 9. **Health:**

- Before you travel, you are responsible for:
  - Meeting all health entry requirements
  - Getting recommended inoculations or vaccinations
  - Taking any advised medications
  - Following all medical guidance
  - Consult your doctor and check for updates to health recommendations.

### 10. Passport and Visa:

- Check with the relevant Embassy or Consulate for the latest passport and visa requirements. These can change, so allow enough time for all applications before booking and departure.

Our Group of Companies cannot be held responsible if you are denied boarding on a flight or cruise (where applicable), or refused entry into a country due to your actions, including the failure to present valid and sufficient travel documentation as required by any travel provider, government authority, or destination country (including transit countries). This applies to all scheduled stops during your journey, even if you do not disembark from the aircraft, airport, or cruise vessel.

Certain governments may also require airlines to collect personal details about passengers. This information may be gathered at the time of booking or during check-in at the airport. For specific questions, please contact the airline you are flying with directly.

Additionally, our Group of Companies makes no claims or guarantees regarding the safety or advisability of traveling to international destinations and accepts no responsibility for any losses or damages you may incur as a result of such travel.

## **Section 5: Liability**

### **Our Responsibility**

We operate our platform, while the actual Travel Services are provided by independent Travel Providers. To the fullest extent allowed by law, our Group of Companies and our Partners are not responsible for the Travel Services offered by these providers. This includes any mistakes, actions, comissions, representations, promises, or negligence on the part of the Travel Providers, as well as any injuries, death, property damage, or other losses or costs resulting from those actions.

The information shown on our platform—such as descriptions, images, pricing, rules, and restrictions—is supplied by the Travel Providers. They are solely responsible for ensuring the accuracy, completeness, and timeliness of that information. Our Group of Companies and our Partners are not liable for any errors in this content unless we have directly caused the inaccuracy ourselves. Please note that property ratings are provided as general guidance only and may not reflect official standards.

We also cannot guarantee the availability of specific Travel Services displayed on our platform.

Images and illustrations on our platform are for reference purposes only and are intended to give you a general idea of the type and standard of accommodation.

To the maximum extent allowed by law, unless specifically stated in these Terms, all content, software, and Travel Services shown through our platform are provided "as is" without any guarantees or conditions of any kind. This includes—but is not limited to—any implied warranties regarding quality, suitability for a particular purpose, ownership, merchantability, or non-infringement. Our Group of Companies and our Partners expressly disclaim all such warranties.

The listing of Travel Services on our platform does not imply any endorsement or recommendation by our Group of Companies or our Partners. To the fullest extent permitted by law, we and our Partners disclaim all warranties that our platform, its servers, or any emails sent from us or our Partners are free from viruses or other harmful components.

To the maximum extent allowed by law—and within the limits of these Terms—our Group of Companies and our Partners shall not be liable for any direct, indirect, punitive, special, incidental, or consequential losses or damages that may arise from:

- the Travel Services themselves.
- your use of or inability to use our platform,
- delays in accessing the platform, or
- your use of links to third-party sites available through our platform.

This applies regardless of the legal theory involved, whether it's based on negligence, contract, tort, strict liability, consumer protection laws, or otherwise—even if we've been advised of the possibility of such damages.

If we or our Partners are found liable for any damages under these Terms, our total liability will be limited—where legally permitted—to the greater of:
(a) the total amount you paid for the Travel Services in question, or
(b) €200,000, as the maximum liability limit set out in our insurance coverage for the entire insured period, in accordance with the applicable Greek regulations for tour operators.

This limitation reflects the distribution of risk between you and us. These restrictions will remain in effect even if any remedy provided in these Terms fails in its essential purpose and will apply to the benefit of our Group of Companies and our Partners.

In cases of force majeure—such as communication disruptions or labor strikes involving airlines, accommodation providers, or air traffic control—any obligations impacted by such events will be suspended. The party affected by the force majeure will not be held liable for being unable to fulfill those obligations.

#### Indemnification

You agree to defend, indemnify, and hold harmless our Group of Companies, our Partners, and their respective officers, directors, employees, and agents from any third-party claims, legal actions, damages, penalties, or expenses (including reasonable legal and accounting fees) resulting from:

- your violation of these Terms or any referenced documents,
- your breach of applicable laws or third-party rights, or
- your use of our platform,
- unless such damages are directly caused by the actions of our Group of Companies or our Partners.

### **Section 6: Reviews, Comments, and Photos**

When you submit any content to our platform—whether by email, posting, or other means—including reviews, photos, videos, questions, comments, suggestions, or ideas (collectively referred to as "Submissions"), you confirm the following:

- You are the original creator of the content and hold all necessary rights to grant us permission to use it as described in these Terms.
- You grant our Group of Companies and Partners, where permitted by law, a non-exclusive, royalty-free, perpetual, transferable, irrevocable, and fully sub-licensable license to use, reproduce, modify, adapt, translate, distribute, publish, display, perform, and create derivative works based on your Submissions worldwide in any media, now known or developed in the future.

We may, at our discretion, use your first name and location to credit your review or other content in a non-identifiable manner. We may also share your Submissions with Travel Providers.

You also allow us to take legal action against anyone who infringes upon your rights or ours related to these Submissions. Your Submissions are not considered confidential or proprietary. Where possible, you waive any "moral rights" (such as the right to be credited or to object to changes) that may exist in your content. You agree not to object to our use, modification, or removal of your content.

You are entirely responsible for what you submit and must ensure that your Submissions do not:

- Contain illegal, threatening, defamatory, obscene, pornographic, or privacy-violating content.
- Serve commercial purposes (e.g., advertisements, promotions, or solicitations).
- Infringe on any copyright, trademark, patent, or other third-party intellectual property rights.
- Violate public interest, morality, order, security, or national harmony.

You will be fully responsible for any damages or consequences resulting from violating these rules.

We reserve the right to use, display, publish, modify, or delete any Submission without notifying you. If you post multiple reviews for the same property, only your most recent one may be used.

### **Submission Guidelines:**

- Stay relevant Content should relate to travel experiences, accommodations, restaurants, or destinations.
- Be original Only submit content you personally created. Do not upload content from others.
- No commercial content Avoid submitting logos, trademarks, celebrity images, or promotional material.
- No harmful files Submissions must be free from viruses or code that could harm our systems or users. Avoid HTML tags or URLs in comments.

- Photos – Must be in BMP, PNG, GIF, or JPEG format and under 5MB in size.

We do not claim ownership, endorsement, or affiliation with any content you submit.

# **Section 7: Intellectual Property Policy and Notices**

### **Copyright and Trademark Notices**

All content available on our platform is the property of Bookahotel.co. All rights are reserved. The name Bookahotel.co and its associated logo are trademarks owned by Bookahotel.co. Any other product names, company names, or logos referenced on our platform may belong to their respective trademark owners. We are not responsible for content found on websites managed by third parties.

Our platform includes access to the Google® Translate tool, which can be used to translate content such as user reviews. Please note that this tool relies on automated translation technology, which may result in errors or inaccuracies. Your use of Google® Translate is entirely at your own risk, and Bookahotel.co does not guarantee the reliability, completeness, or accuracy of these translations.

Additionally, our platform may contain links to external websites that are not managed or controlled by Bookahotel.co. These links are provided purely for your convenience. The inclusion of such links does not imply any endorsement of their content or any affiliation with their operators. We are not responsible for the content or use of any third-party sites.

If you believe our brand is being infringed upon, please notify us at info@bookahotel.co.

#### Section 8: Software Provided on Our Platform

#### **Software**

Any software that you download from our platform or via a mobile app store (referred to as "Software") is protected by copyright and is the property of Bookahotel.co, its group of companies, or its licensors.

Your use of this Software is governed by the terms of a specific end-user license agreement, where applicable (the "License Agreement"). You must accept the License Agreement before you can install, access, or use the Software.

If no License Agreement is provided, you are granted a limited, personal, non-exclusive, non-transferable, and non-sublicensable license to download, install, and use the Software solely to access and use our services, in line with these Terms. The Software is made available to you free of charge.

All components of the Software—including HTML code and ActiveX controls—are owned by Bookahotel.co, its partners, or its suppliers. The Software is protected by copyright laws and international treaties. Unauthorized copying or distribution of the Software is strictly forbidden and may result in legal action, including civil and criminal penalties.

Additionally, you may not copy or distribute the Software to another server or location for further use or redistribution. Any warranties associated with the Software are only valid if and as stated in the License Agreement.

#### **Map Usage Terms**

If you use any mapping features on our platform, your use is subject to the terms and privacy policies of:

- Google: including its Terms of Use, Acceptable Use Policy, Legal Notices, and Privacy Statement
- Microsoft: including its Terms of Use and Privacy Statement Both Google and Microsoft reserve the right to modify these terms at their discretion.

Our service also incorporates mapping data from OpenStreetMap, which is © OpenStreetMap contributors and is made available under the Open Database License (ODbL).

## **Section 9: Privacy and Protection of Personal Data**

At Bookahotel.co, we are fully committed to protecting your personal information and maintaining its confidentiality and security. For full details on how we handle your data, please refer to our current Privacy Statement, which forms an integral part of these Terms and governs your use of our platform.

## **Section 10: Dispute Resolution and Arbitration**

Please read this section carefully, as it outlines how any legal disputes will be handled. All claims must be resolved either through binding arbitration or, in certain cases, small claims court. This section also limits the ability to participate in class action lawsuits or other group legal proceedings.

If you reside in a country where arbitration agreements are enforceable—such as Greece—you are required to resolve claims through arbitration. Even if your claim is filed outside of Greece but relates to services offered in Greece, arbitration will apply. The arbitrator will decide preliminary issues such as jurisdiction, enforceability, and applicable law. If arbitration is not enforceable in your country of residence, certain rules, including mandatory pre-arbitration steps and the restriction of class actions, still apply to the extent allowed by law.

#### **Our Commitment to Resolution**

Bookahotel.co is dedicated to resolving disputes in a fair and timely manner. We will work with you to address any concerns through our Traveler Support team. If needed, both you and Bookahotel.co may choose to seek resolution through small claims court as an alternative to arbitration.

# **Agreement to Arbitrate**

By using our services, both you and Bookahotel.co agree that any disputes or claims related to our services, these Terms, our Privacy Statement, dealings with customer support, or any services provided by affiliated companies, travel providers, or partners ("Claims") will be settled through binding arbitration, unless the claim qualifies for small claims court.

This arbitration agreement also applies to third parties involved in the use of our services, including family members, heirs, or legal representatives. The arbitrator will have the authority to determine whether the arbitration agreement applies, and resolve all related legal issues.

### **Small Claims Court Option**

Despite the arbitration requirement, either party may file a claim in small claims court—provided the claim falls within the court's jurisdiction. However, class actions or combined claims are not permitted in small claims court either. If an arbitration claim meets the small claims limit, either side can choose to have it heard in small claims court instead.

# **No Class Actions or Group Proceedings**

Both parties agree to resolve any claims only on an individual basis. Group lawsuits, class actions, or representative proceedings—including those brought on behalf of others or as a private attorney general—are not allowed. The arbitrator is not permitted to combine multiple claims or hear any class-based cases. Both you and Bookahotel.co waive the right to a jury trial.

## **Pre-Arbitration Notification Requirement**

Before beginning arbitration, you must follow a mandatory dispute resolution process. This involves sending a written, signed Notice of Dispute to:

# **Legal Department – Dispute Resolution**

Bookahotel.co Irodotou 6, Piraeus, 18538, Greece

Your notice should include:

- Your full name and mailing address
- The email address used for your booking
- A brief explanation of your complaint
- The resolution you are seeking
- Your signature

We'll have 60 days from the receipt of your Notice to try and resolve the issue. You may only proceed with arbitration if we're unable to reach a resolution within that time. The statute of limitations for your claim will be paused during this 60-day resolution period.

## **Severability and Legal Continuity**

If any part of this dispute resolution section is found to be invalid or unenforceable, that specific part will be removed, and the remainder will continue in full force. If a claim must legally be handled as a class or group case, it will be heard only in civil court, not through arbitration. In that case, both parties agree to pause the court proceedings until any individual arbitration claims are resolved first.

### **Section 11: General Provisions**

## **Governing Law and Jurisdiction**

These Terms are governed by the laws and regulations of Greece, regardless of any conflict-of-law rules that may apply.

#### **Travel Insurance**

Unless specifically stated otherwise, the prices shown do not include travel insurance. We strongly recommend that you obtain a suitable travel insurance policy to protect against cancellations, medical emergencies, repatriation costs, and other unforeseen events. It is your responsibility to ensure that the insurance you choose meets your personal requirements. If Bookahotel.co offers any travel insurance options through our platform, we will clearly present the insurance provider's details, along with the key terms, conditions, and essential information.

# **No Waiver of Rights**

If we choose not to enforce a particular provision of these Terms immediately, it does not mean we waive our right to enforce it—or any other part of the Terms—at a later time.

# Severability

If a court or competent authority determines that any part of these Terms is invalid, illegal, or unenforceable, that part may be removed without affecting the validity or enforceability of the remaining provisions.

### **Entire Agreement**

These Terms represent the full agreement between you and Bookahotel.co regarding your use of our platform and services, and override any previous discussions or agreements, whether written, spoken, or electronic.

# **Assignment of Rights**

We reserve the right to transfer, assign, subcontract, or delegate our responsibilities and rights under these Terms. You may not assign or transfer any of your obligations under these Terms without our prior written consent.

### **Rights of Third Parties**

Unless explicitly stated, these Terms do not give any rights or benefits to individuals or entities who are not parties to them. No third-party approval is needed for any modifications, waivers, or terminations of the Terms.

# **Ongoing Obligations**

Any part of these Terms that naturally continues beyond termination—such as responsibilities, liabilities, or limitations—will remain in effect after the agreement ends.

# **Section 12: Legal Registrations**

Bookahotel.co is a registered travel agency in Greece. Company Registration Number: 0004 4864 8070 00 Travel Agency License Number: 0207 E610 002 60401 Registered Address: Irodotou 6, Piraeus, 18538, Greece