



Host Terms and Conditions

Version: 6 August 2026

Replaces the version dated 17 April 2026

AROYO BRACHA LTD, operating the brand MakeYourTravel

makeyourtravell.com

This Host Agreement (the "Agreement") is entered into between AROYO BRACHA LTD, operating the brand MakeYourTravel ("MakeYourTravel", "we", "us"), and the host identified in the Host Account ("Host", "you"). It governs the relationship between MakeYourTravel and Host in connection with the sale of Host's Services to Guests via the MakeYourTravel Platform (makeyourtravell.com).

Throughout this Agreement, "Host" means the business that lists and provides Services, and "Guest" means the traveler who books them. These are the same terms used in the Platform interface, so the contract and the product speak the same language.

Capitalized terms have the meaning given in Section 21 (Definitions) or where first used.

By creating a Host Account, listing Services on the Platform, or accepting Bookings from Guests, Host confirms it has read, understood, and agreed to this Agreement.

1. The MakeYourTravel Platform

MakeYourTravel operates the online travel platform available at makeyourtravell.com, through which Hebrew-speaking travelers (primarily families, couples, and groups from Israel) purchase travel services. MakeYourTravel is an online intermediation service within the meaning of Regulation (EU) 2019/1150.

Host appoints MakeYourTravel as its commercial agent, on a non-exclusive basis, solely for the purposes of:

- (i) marketing and facilitating the sale of Host's Services to Guests on the Platform;
- (ii) collecting payment from Guests on behalf of Host and transferring the applicable payouts to Host under this Agreement;
- (iii) providing first-line guest service in connection with the Services; and
- (iv) concluding Host-Guest Contracts in the name and on behalf of Host, subject to the limits set out below.

MakeYourTravel may refuse or cancel a Booking where it has a reasonable and specific ground to do so, including suspected fraud, compliance risk, or payment failure. Where MakeYourTravel does so, it will tell Host the reason.

1.1 Categories of Services

Host may list Services in any category MakeYourTravel makes available in the Host Account. As at the version date, these include:

- Guided tours, day trips, and walking tours
- Attractions, tickets, and entry passes
- Private airport and intercity transfers
- Car rental
- Restaurant and nightlife reservations
- Spa, wellness, and beauty services, including cosmetics and treatments
- Photography and videography services
- Other experiences and personal services offered to travelers

MakeYourTravel may add or remove categories. Adding a category is not a change requiring notice under Section 18. Removing a category that Host actively uses is a change requiring notice under Section 18.

Host must list each Service in the category that accurately describes it. MakeYourTravel may recategorize a Product Offer and will tell Host when it does.

1.2 Geographic scope

MakeYourTravel currently operates in Bulgaria and Greece. Host is responsible for holding every licence, permit, registration, and insurance required in the country where the Service is actually performed, regardless of where Host is established.

2. Host Account

2.1 Registration and information

Host must provide, and keep updated, the following in its Host Account:

- (i) legal name, business registration number, and tax identification number, including VAT number where applicable;
- (ii) operating licence(s) and permits required to provide the Services;
- (iii) liability insurance details in accordance with Section 13;
- (iv) bank account and payout currency;
- (v) a primary contact and an emergency contact reachable during Service hours; and
- (vi) the information MakeYourTravel is required to collect and report under Section 9 (Tax reporting).

Host must update any change to this information within ten (10) days.

The conclusion of this Agreement is conditional on Host successfully completing MakeYourTravel's onboarding and verification process. MakeYourTravel may reject a registration where it has a reasonable and specific ground to do so, and will tell the applicant the reason.

2.2 Login credentials

Host is responsible for all activity conducted through its Host Account. Host must keep login credentials confidential, must not share them with unauthorized third parties, and must notify MakeYourTravel promptly upon any actual or suspected compromise of its account.

2.3 Non-transferable

The Host Account is personal to Host. Host may not sell, assign, or transfer its Host Account or its rights under this Agreement without MakeYourTravel's prior written consent. Any attempted transfer in breach of this Section is void.

3. Listing and Sale of Services

3.1 Product Offers

For each Service Host wishes to sell via the Platform, Host must create a complete, accurate, and up-to-date Product Offer. The Product Offer must include:

- (i) a clear description of the Service, and what is included and excluded;
- (ii) suitability information: minimum age, fitness level, accessibility, and any health or licensing requirement;
- (iii) logistical information: meeting point, start time, duration, what to bring, and cancellation conditions;
- (iv) any safety-critical information; and
- (v) for Services performed on a Guest's person (for example beauty, cosmetics, spa, or wellness treatments), the qualifications held by the person performing the Service, any patch test or contraindication requirement, and the products or substances used where a Guest could reasonably be allergic to them.

MakeYourTravel may reject, suspend, or edit a Product Offer that is inaccurate, misleading, non-compliant, or unsafe. Where it does so it will provide a statement of reasons under Section 17.2.

3.2 Pricing

Host sets the Retail Price at which Services are sold to Guests. The Retail Price must include all taxes, fees, and charges required to provide the Service. Host may not collect additional mandatory fees from the Guest on-site.

Host may offer genuinely optional extras (for example upgrades, food, or souvenirs), provided the Guest is clearly told they are optional before purchase.

3.3 Rate parity, and the grounds for it

Host must offer Retail Prices and booking conditions on the Platform that are no less favorable than those Host offers for the same Service and the same date on Host's own website or direct booking channel.

This restriction applies only to Host's own direct channel. It does not restrict the prices or conditions Host offers on any other platform, marketplace, travel agent, or reseller, and it does not restrict prices Host agrees offline with a Guest who did not come from the Platform.

Grounds for this restriction, as required by Article 10 of Regulation (EU) 2019/1150. MakeYourTravel invests in Hebrew-language marketing, a Hebrew-speaking support team, and a community of Israeli travelers, and it bears the cost of acquiring each Guest before any Commission is earned. If a Guest discovers a Service through that investment and then books the same Service more cheaply on Host's own site, MakeYourTravel carries the acquisition cost and receives nothing. This narrow parity obligation exists to prevent that specific outcome. It is limited to Host's own direct channel because that is the only channel where the free-riding concern arises.

Host may raise a complaint about this restriction under Section 17.

3.4 Payment modes

The Platform supports two payment modes. Host may enable one or both for each Product Offer via the Host Account.

(a) Full Online Payment. The Guest pays the full Retail Price to MakeYourTravel at the time of Booking. MakeYourTravel collects the full amount and pays Host under Section 4.

(b) Deposit Option. The Guest pays an amount equal to MakeYourTravel's Commission to MakeYourTravel at the time of Booking, and pays the remaining balance (the "Balance") directly to Host on-site at the time of the Service. MakeYourTravel does not collect, hold, guarantee, or transfer the Balance.

Host may change which payment modes are enabled at any time. The change applies only to Bookings made after the change. Existing Bookings remain subject to the payment mode displayed to the Guest at the time of Booking.

Where the Deposit Option is enabled, Host is solely responsible for collecting the Balance from the Guest on-site. Host must accept any reasonable method of payment commonly used in the destination country, at minimum cash in the local currency or in EUR. Card acceptance is strongly recommended. Host must issue a valid receipt or tax invoice to the Guest for the Balance on request.

3.5 Availability

Host must keep availability current at all times. If Host sells a Service elsewhere, Host must close the corresponding availability on the Platform promptly to avoid overselling. Repeated overselling is a ground for suspension under Section 17.1.

3.6 Conclusion of contract

When a Guest completes a Booking on the Platform, a direct Host-Guest Contract is formed between Host and the Guest, with MakeYourTravel acting as commercial agent in the name and on behalf of Host.

MakeYourTravel displays Host's identity on the Product Offer and in the Booking confirmation, so the Guest knows who is providing the Service.

3.7 Performance

Host is solely responsible for the complete and proper performance of the Services toward the Guest as described in the Product Offer. Host may use subcontractors only with MakeYourTravel's prior written consent, and remains fully liable for the acts and omissions of its subcontractors and personnel.

4. Payments

4.1 Full Online Payment mode

For Bookings under the Full Online Payment mode, Host instructs MakeYourTravel to collect payment from Guests in Host's name and on Host's behalf. Receipt of payment by MakeYourTravel or its payment service provider discharges the Guest's payment obligation toward Host for the amount received. Host has no recourse against the Guest for amounts received by MakeYourTravel.

4.2 Deposit Option mode

For Bookings under the Deposit Option mode:

- (i) MakeYourTravel collects the Commission amount from the Guest at the time of Booking and retains it as its own funds;
- (ii) the Balance is payable directly by the Guest to Host on-site at the time of the Service; and
- (iii) Host is solely responsible for collecting the Balance.

MakeYourTravel does not collect, hold, guarantee, or make any payout of the Balance. If the Guest fails to pay the Balance in full or in part, Host's recourse is directly against the Guest. MakeYourTravel is not a party to any dispute between Host and the Guest regarding the Balance, and is under no obligation to collect it, mediate it, or compensate Host for it.

4.3 Commission

Host pays MakeYourTravel a Commission on each Completed Booking, at the rate stated in the Host Account. The Commission is a percentage of the Retail Price, excluding any separate service fee MakeYourTravel charges the Guest. The same rate applies under both payment modes.

Under the Deposit Option mode, the Commission is paid by the Guest to MakeYourTravel at the time of Booking and is earned upon Booking, subject only to cancellation within the free cancellation window under Section 5.

MakeYourTravel may change the Commission rate by giving Host at least thirty (30) days' prior written notice on a durable medium. A change to the Commission rate applies only to Bookings made after the change takes effect. It is never applied retroactively to Bookings already made. If the new rate is unacceptable, Host may terminate under Section 16.2 before it takes effect.

4.4 Payout schedule, Full Online Payment mode only

This Section applies only to Bookings made under the Full Online Payment mode.

MakeYourTravel pays Host once per month. By the tenth (10th) business day of each calendar month, MakeYourTravel transfers to Host's bank account an amount equal to:

(a) total payments collected from Guests for Completed Bookings occurring in the prior calendar month, minus (b) the applicable Commission, minus (c) any refund, chargeback, offset, or other deduction permitted under this Agreement.

Payouts are made in EUR unless otherwise agreed. Host bears any fee charged by its own bank to receive the payout. MakeYourTravel may hold a payout below EUR 50 until the accrued balance reaches EUR 50, and will in any event pay out any accrued balance, regardless of amount, within thirty (30) days of termination of this Agreement.

No payout is due under the Deposit Option mode, because Host collects the Balance directly from the Guest on-site and MakeYourTravel retains only the Commission.

4.5 Statement

MakeYourTravel provides Host a monthly statement showing all Bookings under both payment modes, amounts collected by MakeYourTravel, Commission earned, and any payout made.

Unless Host notifies MakeYourTravel in writing of a good-faith dispute within thirty (30) days of receipt, the statement is deemed accepted. No claim relating to a payment may be raised more than twelve (12) months after the payment was due.

4.6 Chargebacks and failed payments

If a Chargeback or other payment failure occurs for an amount collected by MakeYourTravel, then:

- (i) under the Full Online Payment mode, MakeYourTravel makes no payment to Host for that Booking and may deduct any amount already paid from future payouts; and
- (ii) under the Deposit Option mode, MakeYourTravel absorbs the loss of the Commission itself, and Host's rights against the Guest for the Balance are unaffected.

MakeYourTravel is not a guarantor of Guest payment and is not liable to Host for Guest non-payment in either mode.

4.7 Taxes

Host is solely responsible for determining, collecting, reporting, and remitting all taxes (including VAT or its equivalent) arising from the sale of the Services, whether the Guest paid MakeYourTravel, paid Host directly, or both.

On request, Host will provide valid tax invoices, tax registration numbers, and reasonable supporting documentation. This is separate from, and in addition to, the reporting obligations in Section 9.

5. Cancellations and Refunds

5.1 Cancellation policy set by Host

Host sets its own cancellation policy for each Service and must state it clearly in the Product Offer (for example: free cancellation up to 24, 48, or 72 hours before the Service, or non-refundable).

MakeYourTravel displays, applies, and enforces the policy stated in the Product Offer. If no policy is specified, a default free cancellation window of 24 hours before the Service applies.

Host may change its cancellation policy at any time via the Host Account. The change applies only to Bookings made after the change. Existing Bookings remain subject to the policy displayed when the Guest booked.

5.2 Guest cancellation within the free window

If a Guest cancels within the free cancellation window, MakeYourTravel refunds the Guest all amounts it collected for that Booking: the full Retail Price under the Full Online Payment mode, or the Commission under the Deposit Option mode.

No amount is payable to Host for a Booking cancelled within the free window. Under the Deposit Option mode, Host has no claim against the Guest for the Balance, because the Service did not take place.

5.3 Guest cancellation outside the free window, and no-shows

If a Guest cancels after the free cancellation window, or does not show up, the Booking is non-refundable and is treated as a Completed Booking. Whoever collected the money keeps it:

(a) Full Online Payment mode. MakeYourTravel collected the full Retail Price. MakeYourTravel pays Host the Retail Price minus the Commission under Section 4.4, and retains the Commission.

(b) Deposit Option mode. MakeYourTravel collected the Commission only, and the Balance was never paid. MakeYourTravel retains the Commission. Host is not entitled to any payment from MakeYourTravel for that Booking. Host may pursue the Guest for the unpaid Balance under the Host-Guest Contract. MakeYourTravel is not a party to any such claim and has no obligation in respect of it.

By enabling the Deposit Option, Host accepts the risk of Guest no-show and late cancellation, in exchange for the higher booking conversion that split payment produces.

5.4 Extenuating circumstances

MakeYourTravel may refund a Guest in full or in part in extenuating circumstances, for example serious illness or death in the traveling party, significant disruption of travel into or out of Israel, or a government travel advisory issued after the Booking.

Such refunds are limited to amounts MakeYourTravel actually collected. Under the Full Online Payment mode, the refund reduces the amount payable to Host for that Booking. Under the Deposit Option mode, MakeYourTravel may refund the Commission at its own cost, and this does not oblige Host to refund any Balance already collected.

MakeYourTravel will tell Host when it applies this Section and why.

5.5 Host cancellation, unjustified

If Host cancels a Booking or fails to provide the Services for any reason other than a Force Majeure Situation, MakeYourTravel refunds the Guest in full any amount it collected. If the Guest has already paid any portion of the Balance directly to Host, Host will refund that portion to the Guest promptly.

Because such cancellations damage Guest trust and the MakeYourTravel brand, MakeYourTravel is entitled to a cancellation fee of twenty-five percent (25%) of the Retail Price of the affected Booking as liquidated damages, regardless of payment mode. MakeYourTravel may deduct this fee from future payouts or invoice Host for it.

MakeYourTravel may waive the fee in whole or in part if Host provides the affected Guests an equivalent replacement Service on the same date at no additional cost.

5.6 Host cancellation, Force Majeure

If Host must cancel due to a Force Majeure Situation, Host must notify MakeYourTravel as soon as reasonably possible. MakeYourTravel refunds the Guest in full any amount it collected, and no cancellation fee applies. If any Balance was paid on-site for a partially delivered Service, Host and Guest resolve that directly and in good faith. MakeYourTravel may require reasonable evidence of the event.

6. Guest Communication and Service Standards

6.1 Response times

Host must respond to Guest messages, whether received directly or via MakeYourTravel, as follows:

Situation	Response required within
Service starts in more than 48 hours	24 hours
Service starts within 48 hours	4 hours
Service is in progress, or an on-site incident	As soon as possible, and without delay
Enquiry from MakeYourTravel	24 hours on business days

Host must in all cases respond before the Service begins.

6.2 Communication channels

Official communication between MakeYourTravel and Host is by email to the addresses in the Host Account, and through the Host Account itself. MakeYourTravel also uses WhatsApp for operational and time-sensitive matters. A message sent by WhatsApp does not replace a notice that this Agreement requires to be given in writing on a durable medium.

6.3 Restrictions on Guest communications

Host must not:

- (i) encourage Guests to book the same or a similar Service outside the Platform;
- (ii) send marketing or promotional messages to Guests;
- (iii) use Guest personal data for any purpose other than fulfilling the booked Service;

- (iv) solicit, incentivize, or manipulate Guest reviews; or
- (v) share Prohibited Content with Guests.

6.4 Guest complaints

Host will handle and resolve Guest complaints about the Services in good faith. If Host fails to respond to a Guest complaint within three (3) business days, MakeYourTravel may:

- (i) issue the Guest a full or partial refund;
- (ii) offer alternative services of equal or better standard at Host's cost; and/or
- (iii) respond to the Guest on Host's behalf.

MakeYourTravel will tell Host before it does any of these where it is practical to do so, and in every case promptly afterward.

6.5 Service quality

Host will perform all Services professionally, safely, and in line with industry best practice. Host and its personnel will treat all Guests with respect and will not discriminate on the basis of nationality, religion, gender, sexual orientation, age, or disability.

MakeYourTravel's Guests are primarily Israeli travelers. Host undertakes to serve them without prejudice. A refusal to serve a Guest on the basis of nationality or religion is a material breach and a ground for immediate termination under Section 16.3.

7. Platform Transparency

This Section is provided under Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services.

7.1 How Services are ranked

Where the Platform displays a list of Services, the main parameters that determine the order, in descending order of importance, are:

1. **Relevance to the Guest's search.** Destination, dates, party size, availability on the requested date, and category match. A Service that cannot be delivered on the requested date is not shown.
2. **Booking conversion and completion.** How often Guests who view the Service go on to book it, and how often those Bookings are completed rather than cancelled by Host.
3. **Guest satisfaction.** Review score and review volume on the Platform, and the rate of complaints and refunds.
4. **Operational reliability.** Host's response times under Section 6.1, availability accuracy, and unjustified cancellation rate under Section 5.5.
5. **Content completeness.** Whether the Product Offer has complete descriptions, accurate logistical information, and usable photography.

Relevance ranks first because a Service the Guest cannot actually book is worthless to both sides. Satisfaction and reliability rank above content quality because a Guest who has a poor experience does not return, and MakeYourTravel's business depends on repeat travelers and a community that trusts its recommendations.

Payment does not influence ranking. MakeYourTravel does not sell placement, does not offer sponsored or promoted listings, and does not rank a Service higher because Host agreed to a higher Commission rate. If this changes, MakeYourTravel will amend this Section with notice under Section 18 before the change takes effect.

MakeYourTravel may curate editorial selections (for example "popular experiences in Bulgaria", or a seasonal collection). These are chosen by MakeYourTravel on editorial grounds and are labeled as such where they are not the result of the ranking above.

7.2 Differentiated treatment

MakeYourTravel does not offer its own Services in competition with Hosts, and does not control any business user selling on the Platform. If that changes, MakeYourTravel will disclose it in this Section with notice under Section 18.

MakeYourTravel does apply the following differentiated treatment between Hosts:

- (a) Commission rates are agreed individually and may differ between Hosts, based on category, volume, and the commercial terms agreed at onboarding.
- (b) Hosts in a pilot, onboarding, or probation period may have limited visibility until they have completed a small number of Bookings, because MakeYourTravel has no reliability data for them yet.
- (c) Hosts subject to an open compliance issue under Section 8 may have reduced visibility while the issue is resolved.

7.3 Ancillary goods and services

MakeYourTravel may offer Guests ancillary products alongside a Booking, such as transfers or car rental supplied by other Hosts. Host may offer its own ancillary goods and services through the Platform by listing them as separate Product Offers in the relevant category, on the same terms as any other Product Offer. Host may also offer genuinely optional extras on-site under Section 3.2.

7.4 Additional distribution channels

MakeYourTravel markets Host's Services through: the Platform; the MakeYourTravel Facebook community; WhatsApp; email to MakeYourTravel's own subscribers; TripAdvisor; and paid and organic social and search channels. MakeYourTravel does not currently operate an affiliate programme through which third parties earn commission for referring Bookings. If it introduces one, it will amend this Section with notice under Section 18.

7.5 Access to data

Data MakeYourTravel has access to. Guest booking details, contact details, payment records, on-Platform messages, reviews, and Platform usage data. MakeYourTravel uses these to operate the Platform, provide support, prevent fraud, and meet legal obligations.

Data Host has access to. Through the Host Account, Host can access, at any time during this Agreement: its own Product Offers and content; its own Bookings, including the Guest's name, party size, contact details required to deliver the Service, and any Guest note; its own availability, pricing, and cancellation settings; its own commission statements and payout records; and reviews of its own Services.

Host may export its Booking and payout records from the Host Account. Where an export function is not available for a given record type, MakeYourTravel will provide the data in a common machine-readable format on written request within thirty (30) days.

Data Host does not have access to. Aggregated Platform-wide data, data relating to other Hosts, Guest data unconnected to Host's own Bookings, and MakeYourTravel's marketing, traffic, and conversion data.

Sharing with third parties. MakeYourTravel shares data with the service providers listed in the Host Privacy Policy, which is available at makeyourtravell.com and forms part of the pre-contractual information provided to Host. It does not sell Host or Guest data.

After this Agreement ends. Section 16.5 sets out what Host can access after termination.

7.6 Effect on intellectual property

Section 10 sets out the licence Host grants MakeYourTravel over Host Content and what happens to it on termination. Host retains ownership of all Host Content. MakeYourTravel does not acquire ownership of Host's trade marks, brand, or content at any point.

8. Compliance

Host will provide the Services in compliance with all applicable laws and regulations of the jurisdiction where the Services are performed, including licensing, safety, consumer protection, tax, health, hygiene, and employment law.

On MakeYourTravel's request, Host will provide copies of relevant registrations, licences, insurance certificates, and proof of compliance within five (5) business days.

Host confirms that neither Host nor its beneficial owners are subject to international sanctions (EU, UN, US, UK), and that Host does not engage in human trafficking, forced labor, bribery, or corruption.

8.1 Category-specific requirements

Where Host provides Services involving physical contact with a Guest, treatments applied to a Guest's body, food or beverage, transport, water activities, or adventure activities, Host must additionally hold every sector-specific licence, health and hygiene registration, and professional qualification required in the country of performance, and must be able to evidence them on request.

8.2 Failure to provide documents

If Host fails to provide requested compliance documents within five (5) business days, MakeYourTravel may:

- (i) suspend Host's Product Offers from the Platform;
- (ii) stop accepting new Bookings for Host's Services;
- (iii) withhold payouts to the extent reasonably necessary, until the requested documents are provided; and
- (iv) if the failure continues for more than fifteen (15) days after the original request, terminate this Agreement for cause under Section 16.3.

If MakeYourTravel has reasonable doubt about the validity of Host's licences or insurance, or about the safety of the Services, it may suspend Host's Product Offers immediately and without prior notice until the matter is investigated and resolved. It will provide a statement of reasons under Section 17.2 at the time the suspension takes effect. Such a suspension is not, by itself, a breach of this Agreement by MakeYourTravel.

9. Tax Reporting (DAC7)

MakeYourTravel is a reporting platform operator under Council Directive (EU) 2021/514 ("DAC7"), as transposed into Bulgarian law in the Tax and Social Insurance Procedure Code. Host's Services are a reportable relevant activity.

9.1 What Host must provide

Host must provide, and keep accurate, the following in the Host Account:

- Legal name, and for an individual, first and last name

- Registered address, and for an individual, primary address
- Tax identification number (TIN) and the country that issued it
- For an individual with no TIN, date and place of birth
- VAT identification number, where Host has one
- Business registration number, where Host is a legal entity
- The financial account identifier used for payouts, and the name of the account holder if different from Host

9.2 What MakeYourTravel does with it

MakeYourTravel verifies the reliability of this information using its own records and publicly available electronic records, and reports it, together with the total consideration paid or credited to Host per calendar quarter and the fees, commissions, and taxes withheld or charged by MakeYourTravel, to the Bulgarian National Revenue Agency by 31 January of the year following the reporting year.

MakeYourTravel will give Host a copy of the information reported about Host at the time of, or before, the report is filed.

9.3 If Host does not provide it

DAC7 requires MakeYourTravel to take enforcement steps against a seller who does not provide the required information after two reminders and a period of sixty (60) days. If Host still has not provided it, MakeYourTravel will either close Host's Host Account and prevent re-registration, or withhold payouts until the information is provided. MakeYourTravel will tell Host which step it is taking and why before it takes it.

This Section reflects an obligation imposed on MakeYourTravel by law. It is not a commercial decision and it is not negotiable.

10. Intellectual Property

10.1 Host Content

Host grants MakeYourTravel a worldwide, non-exclusive, sublicensable, royalty-free licence to use, reproduce, translate, adapt, display, and distribute Host Content (photos, videos, descriptions, Host's name and logo) for the purpose of marketing, selling, and supporting the Services.

Host warrants that it owns, or has the right to license, all Host Content it provides. Host retains ownership of Host Content throughout.

The licence ends when this Agreement terminates, except that MakeYourTravel may continue to use Host Content: (i) to service Bookings made before termination; (ii) in archived Guest confirmations, statements, and support records; and (iii) in marketing material already published or printed at the date of termination, until it is next updated in the ordinary course.

10.2 The MakeYourTravel Platform

The Platform, website, software, and all content created by MakeYourTravel (excluding Host Content) are the exclusive property of MakeYourTravel. Host may not copy, scrape, reverse-engineer, or circumvent the Platform.

10.3 Reviews

Guest reviews submitted through the Platform are published and controlled by MakeYourTravel and may be displayed on the Platform. Host may reply to reviews publicly through the Platform. Host may not manipulate reviews or incentivize Guests to leave them.

MakeYourTravel does not delete a negative review on Host's request. It removes a review only where the review breaches its published review policy, for example where it is fraudulent, defamatory, or unrelated to the Service. Host may flag a review for review on those grounds and MakeYourTravel will give a reasoned answer.

11. Representations and Warranties

Host represents and warrants that:

- (i) it has the legal capacity and authority to enter this Agreement;
 - (ii) it holds all licences, permits, and insurance required to provide the Services;
 - (iii) all Host Content is accurate, non-misleading, and does not infringe any third-party right;
 - (iv) the Services will be provided professionally and in compliance with applicable law and industry standards; and
 - (v) its personnel are qualified and trained to deliver the Services safely.
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12. Liability and Indemnification

12.1 Host indemnity

Host will indemnify, defend, and hold MakeYourTravel (and its directors, employees, and agents) harmless from and against any third-party claim, loss, damage, fine, cost, or expense (including reasonable legal fees) arising out of or related to:

- (i) the Services, or any injury, death, property damage, or loss occurring in connection with them;
- (ii) Host's breach of this Agreement;
- (iii) Host's violation of applicable law or third-party rights;
- (iv) Host Content; or
- (v) Host's tax obligations.

12.2 MakeYourTravel's liability

To the fullest extent permitted by law, MakeYourTravel's total liability under this Agreement for any claim is limited to the total Commission earned by MakeYourTravel from Host in the twelve (12) months preceding the event giving rise to the claim. MakeYourTravel is not liable for indirect, consequential, or incidental damages, including lost profits, lost revenue, or loss of goodwill.

This limitation does not apply to liability for (i) willful misconduct or gross negligence, or (ii) liability that cannot be limited under applicable law.

13. Insurance

During the term of this Agreement, and thereafter until all outstanding Bookings are fulfilled, Host will maintain comprehensive general liability insurance appropriate to the nature of the Services, covering third-party bodily injury, death, and property damage.

Where the Services involve transport, water activities, adventure activities, treatments applied to a Guest's body, or other higher-risk activity, Host will additionally maintain insurance appropriate to that activity, including professional indemnity or treatment liability cover where that is the market standard for the activity.

MakeYourTravel may specify minimum cover limits by Service category in the Host Account. Where it does, those limits apply from the date they are notified to Host, with at least thirty (30) days' notice under Section 18.

Host will provide a certificate of insurance on request, and will notify MakeYourTravel of any material change, cancellation, or non-renewal.

14. Data Protection

MakeYourTravel and Host each act as independent data controllers in respect of Guest personal data.

Host may process Guest personal data received from MakeYourTravel only to the extent necessary to provide the booked Service. Host must not use it for marketing, must not add Guests to a mailing list, and must not transfer it to any third party other than a subcontractor approved under Section 3.7. Host must delete it once the Service is complete and retention is no longer required by applicable law.

Host will comply with applicable data protection law, including Regulation (EU) 2016/679 (GDPR), the Bulgarian Personal Data Protection Act, and any equivalent law applicable to Host, and will maintain reasonable technical and organizational security measures.

Host will notify MakeYourTravel without undue delay, and in any event within twenty-four (24) hours of becoming aware, of any data breach affecting Guest personal data.

MakeYourTravel's processing of Host's own personal data is described in the Host Privacy Policy.

15. Confidentiality

Each party will keep confidential the other party's non-public business, financial, technical, and operational information, including Commission rates, Guest data, and Platform data, and will use it only to perform this Agreement. This obligation survives termination for three (3) years.

16. Term and Termination

16.1 Term

This Agreement takes effect when Host activates its Host Account and continues until terminated under this Section.

16.2 Termination for convenience

Either party may terminate this Agreement for any reason by giving the other party thirty (30) days' written notice on a durable medium. Deactivating the Host Account counts as a termination notice by Host.

Where MakeYourTravel terminates under this Section, it will include a statement of reasons under Section 17.2 with the notice.

16.3 Termination for cause

Either party may terminate this Agreement with immediate effect if the other party materially breaches this Agreement and fails to cure the breach within fifteen (15) days after written notice, or such longer period as the notifying party grants.

MakeYourTravel may terminate with immediate effect and without a cure period where:

- (a) it is subject to a legal or regulatory obligation requiring it to do so;
- (b) Host's conduct presents a risk of harm to a Guest, including a safety failure, or discrimination under Section 6.5;
- (c) Host has committed fraud, or has repeatedly infringed this Agreement after being notified.

In every case MakeYourTravel will provide a statement of reasons under Section 17.2 without undue delay.

16.4 Suspension and other measures

In addition to termination, MakeYourTravel may take any of the following where it reasonably believes Host is in breach or that Guests are at risk:

- (i) warn Host;
- (ii) remove or edit a Product Offer;
- (iii) temporarily suspend Host's use of the Platform;
- (iv) stop accepting new Bookings;
- (v) cancel existing Bookings and refund Guests; and
- (vi) withhold payouts to the extent reasonably necessary to cover potential refunds or damages.

Each of these is accompanied by a statement of reasons under Section 17.2, and each may be challenged under Section 17.1.

16.5 Effect of termination

Bookings made before termination will be honored on the terms of this Agreement unless MakeYourTravel cancels them and refunds the Guests.

For ninety (90) days after termination, Host retains read and export access to its own Booking history, commission statements, and payout records in the Host Account. After ninety (90) days that access is closed. MakeYourTravel retains the underlying records for the retention periods stated in the Host Privacy Policy, and will provide a copy of Host's own records on written request for as long as it holds them.

Any accrued payout is paid under Section 4.4 within thirty (30) days.

Sections relating to payments due, taxes, tax reporting, intellectual property, confidentiality, liability, data protection, and governing law survive termination.

17. Complaints, Statements of Reasons, and Mediation

17.1 How to raise a complaint

Host may raise a complaint about any decision MakeYourTravel takes under this Agreement, any technical issue with the Platform, or any alleged non-compliance by MakeYourTravel with Regulation (EU) 2019/1150, by emailing hello@makeyourtravell.com with "Host complaint" in the subject line.

MakeYourTravel will acknowledge within two (2) business days and give a reasoned written answer within fifteen (15) business days. Where a complaint is complex, MakeYourTravel will say so within those fifteen days and give a date for its answer. Complaints are free of charge.

MakeYourTravel is a small enterprise within the meaning of the Annex to Recommendation 2003/361/EC, and is therefore not required under Article 11(5) of Regulation (EU) 2019/1150 to operate a formal internal complaint-handling system or to publish complaint statistics. The process in this Section is what MakeYourTravel actually does, offered voluntarily. MakeYourTravel will replace it with a compliant formal system if it ceases to be a small enterprise.

17.2 Statement of reasons

Where MakeYourTravel restricts, suspends, or terminates the provision of its services to Host, in whole or in part, it will give Host a written statement of reasons on a durable medium:

- **Restriction or suspension of individual Product Offers:** before or at the time the measure takes effect.
- **Termination of the whole relationship:** at least thirty (30) days before it takes effect, except in the cases listed in Section 16.3, where it is given without undue delay afterward.

The statement will refer to the specific facts or circumstances that led to the decision, including the content of any third-party notification, and to the ground in this Agreement relied on.

Host may respond and clarify the facts under Section 17.1. If MakeYourTravel revokes the measure, it will reinstate Host without undue delay, including restoring access to Host's data.

MakeYourTravel is not required to give a statement of reasons where a legal or regulatory obligation prevents it, or where Host has repeatedly infringed this Agreement resulting in termination.

17.3 Mediation

If a dispute is not resolved under Section 17.1, MakeYourTravel is willing to engage in good faith in out-of-court mediation with either of the following:

1. The Arbitration Court at the Bulgarian Chamber of Commerce and Industry, Sofia (bccj.bg)
2. The Arbitration and Mediation Centre at the Bulgarian-Swiss Chamber of Commerce, Sofia (bscc.bg)

Mediation is voluntary. Both parties will engage in good faith throughout any mediation attempt. Each party bears its own costs, and the parties share the mediator's fee equally unless the mediator's rules provide otherwise. Nothing in this Section prevents either party from bringing proceedings under Section 19.

18. Changes to this Agreement

MakeYourTravel may update this Agreement. It will notify Host of any change on a durable medium, by email to the address in the Host Account or through the Host Account, at least thirty (30) days before it takes effect. Where a change requires Host to make significant technical or commercial adjustments, MakeYourTravel will give a longer period proportionate to what is required.

Host may terminate this Agreement under Section 16.2 before the change takes effect. Host may also waive the notice period by written statement, or by a clear affirmative action.

MakeYourTravel does not make retroactive changes, except where required by a legal or regulatory obligation, or where the change is beneficial to Host.

The notice period does not apply where MakeYourTravel is required to change this Agreement by a legal or regulatory obligation that does not allow the notice period, or must change it exceptionally to address an unforeseen and imminent danger relating to fraud, malware, spam, a data breach, or another cybersecurity risk.

A change to this Agreement made contrary to this Section is void.

19. Governing Law and Disputes

This Agreement is governed by the laws of the Republic of Bulgaria, excluding its conflict of law rules.

The parties will first attempt to resolve any dispute through the process in Section 17. If the dispute is not resolved within thirty (30) days of written notice, the parties submit to the exclusive jurisdiction of the competent courts of Sofia, Bulgaria.

Nothing in this Section prevents either party from seeking urgent injunctive relief from any competent court.

20. General

20.1 Non-exclusive

The relationship is non-exclusive. Host may sell Services through other channels, subject only to Section 3.3. MakeYourTravel may list other hosts offering similar Services.

20.2 Independent contractors

Nothing in this Agreement creates a partnership, joint venture, or employment relationship. MakeYourTravel acts solely as Host's commercial agent for the limited purposes set out above.

20.3 Assignment

Host may not assign this Agreement without MakeYourTravel's prior written consent. MakeYourTravel may assign this Agreement to an affiliate or to a successor of its business, and will notify Host before doing so.

20.4 Notices

Notices under this Agreement are sent in writing by email to the addresses registered in the Host Account. MakeYourTravel's contact address is hello@makeyourtravell.com. Operational support is at support@makeyourtravell.com and on WhatsApp at +359 87 934 3468.

20.5 Severability and waiver

If any provision is held unenforceable, the rest of the Agreement remains in force. A failure to enforce a provision is not a waiver of it.

20.6 Language

This Agreement is concluded in English. Where MakeYourTravel provides a translation, the English version prevails in the event of a conflict.

20.7 Entire agreement

This Agreement is the entire agreement between the parties on its subject matter and supersedes all prior agreements and understandings.

21. Definitions

"AROYO BRACHA LTD" means the legal entity operating the MakeYourTravel brand.

"Balance" means, under the Deposit Option mode, the portion of the Retail Price payable by the Guest directly to Host on-site, being the Retail Price minus the Commission.

"Booking" means a purchase of a Service by a Guest via the Platform.

"Chargeback" means a credit card chargeback or any other reversal of a payment.

"Commission" means the percentage of the Retail Price payable by Host to MakeYourTravel for each Completed Booking.

"Completed Booking" means a Booking that has been fulfilled, or that is treated as fulfilled under Section 5.

"DAC7" means Council Directive (EU) 2021/514, as transposed into Bulgarian law.

"Deposit Option" means the payment mode under which the Guest pays an amount equal to the Commission to MakeYourTravel at the time of Booking and pays the Balance directly to Host on-site.

"durable medium" means a means that enables a party to store information addressed personally to it, in a way accessible for future reference and for a period adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored. Email and the Host Account satisfy this.

"Force Majeure Situation" means an event beyond a party's reasonable control, including natural disaster, war, terrorism, civil unrest, pandemic, government action, large-scale transport disruption, and failure of critical infrastructure.

"Full Online Payment" means the payment mode under which the Guest pays the full Retail Price to MakeYourTravel at the time of Booking.

"Guest" means the traveler who purchases a Service via the Platform.

"Host" means the party identified in the Host Account, being the business that lists Services on the Platform and provides them to Guests.

"Host Account" means Host's account on the Platform.

"Host Content" means any content provided by Host for use on the Platform, including photos, videos, descriptions, logos, and trade names.

"Host-Guest Contract" means the direct contract between Host and Guest formed upon completion of a Booking.

"MakeYourTravel Platform" or **"Platform"** means the website operated at makeyourtravell.com and any related app, tool, dashboard, or communication channel.

"Product Offer" means a listing on the Platform offering a specific Service at a stated Retail Price.

"Prohibited Content" means content that (i) contains malware or harmful code, (ii) violates applicable law, (iii) infringes third-party rights, or (iv) is defamatory, pornographic, discriminatory, or otherwise inappropriate.

"Retail Price" means the total price at which a Service is sold to the Guest on the Platform, including all applicable taxes and fees.

"Services" means the tours, attractions, experiences, transfers, car rental, dining and nightlife reservations, spa, wellness and beauty services, photography services, and other travel-related or personal services offered by Host to Guests via the Platform.

Acceptance

By clicking "I accept" during onboarding, by activating its Host Account, or by accepting Bookings through the Platform, Host confirms it has read, understood, and agreed to this Agreement.

For questions about this Agreement, contact hello@makeyourtravell.com.



makeyourtravell.com | hello@makeyourtravell.com | WhatsApp +359 87 934 3468