

GENERAL TERMS AND CONDITIONS  
Version 08 October 2024

**These General Terms and Conditions have been drawn up in French. Only the French version will be deemed authentic and will prevail in the event of any discrepancy or contradiction between the different versions.**

« **sightseeing.lu** » is a brand managed by KEYWI S.A., a public limited company under Luxembourg law, having its registered office at 4, Rue Laangwiss, L-4940 BASCHARAGE, GRAND-DUCHE DE LUXEMBOURG and registered with the « Registre de Commerce et des Sociétés de LUXEMBOURG » section B under number 214450.

« **sightseeing.lu** » is a range of tourism and leisure products and services and a technological intermediation platform enabling Customers to request and receive services.

The present General Terms and Conditions (hereinafter the « **GTC** ») define the conditions under which KEYWI S.A. provides services to its Customers.

The applicable GTC are those which can be consulted online (on the sightseeing.lu website or mobile application) at the time of booking the Service(s). KEYWI S.A. reserves the right to modify these GTC at any time by publishing a new version on the website and mobile application.

Before finalising a booking, the Customer must read the GTC and accept them unreservedly by ticking the appropriate box.

The General Terms and Conditions of KEYWI S.A.'s Service Providers must be accepted by the Customer to complete the sale. These General Terms and Conditions apply cumulatively with those of the Service Provider(s) performing the Service(s). The Customer is invited to consult the General Terms and Conditions of the Service Provider(s) which are freely accessible on their respective websites. In the event of any contradiction between these Terms and Conditions and those of the Service Provider(s), the Terms and Conditions of the Service Provider(s) shall prevail.

If the Customer has made a reservation for one or more other persons, the Customer guarantees that these GTC and those of the Service Provider(s) will be accepted by those persons who have not made the reservation directly.

In the event of an online booking (via the website or mobile application), the Customer also acknowledges unreserved acceptance of the Platform's [General Terms and Conditions of Use](#).

## ARTICLE 1 - DEFINITIONS

Capitalized terms have the meanings indicated below (whether used in the singular or plural):

**Platform:** sightseeing.lu's reservation centre in the form of a technological intermediation platform enabling people to request and receive Services. This concerns both the website and the mobile application available for download.

**Customer:** a natural person who acquires or wishes to acquire Services, guaranteeing that he/she is a consumer. In this respect, it is expressly stipulated that the Customer is an individual who is acting for purposes that do not fall within the scope of his or her commercial, industrial, craft, liberal or agricultural activity.

**Reservation:** purchase of one or more Services by a Customer.

**Service provider:** natural or legal person who provides a Service to a Customer.

**Service or Product:** service offered on the sightseeing.lu Platform.

## ARTICLE 2 - PURPOSE

KEYWI S.A. offers the following Services on its Platform: the purchase of tickets, audio guides, a Service with an accompanying guide, bus tours, mini-train tours, cycling or walking tours, gastronomic, cultural, sporting or festive activities, private hire of shuttles or event buses.

In addition to a Reservation, additional Products may be purchased by the Customer such as, for example, socks (« *Walk the socks* ») with a QR code giving access to the sightseeing.lu website.

The Services offered on sightseeing.lu may be:

- The Products created and marketed by KEYWI S.A.,
- The « *cross selling* » of Products that are the exclusive property of KEYWI S.A.; these Products are offered at the same time as the reservation of a main Service.
- The Products created by KEYWI S.A. on behalf of Service Providers, and distributed by KEYWI S.A. on several platforms including sightseeing.lu,
- The Products of Service Providers that KEYWI S.A. resells.

Subscription to these Services can be made online from the Platform or from the defined points of sale.

A detailed description of each Service, including prices, duration and specific conditions, is given on each offer published on the Platform.

#### ARTICLE 3 - LEGAL CAPACITY

By making one or more Reservation(s), the Customer declares that he/she is at least eighteen (18) years old and has full legal capacity to make such a Reservation.

The Customer accepts responsibility for and the consequences of Reservations made on his/her behalf, and in particular those made by minor members of the household and/or persons over whom the Customer exercises parental authority.

#### ARTICLE 4 - CONDITIONS OF PERFORMANCE

**Non-application of Directive (EU) 2015/2302:** The Services offered on the Platform are neither a « *package travel* » nor a « *linked travel arrangements* » according to the definitions and criteria established by Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC ; the Services offered do not exceed twenty-four (24) hours and do not include an overnight stay.

The Services offered on the Platform may include the combination of a Transport Service with another Service (catering, etc.) or be limited to a Service taken individually (transport ticket, entrance ticket to Vianden Castle, etc.). In the first case, all the provisions of these GCS will apply in addition to those of the Service Provider(s), where applicable.

In the second case, in the event of individual Services, these GTC shall apply to the exclusion of Section B of Article 4 of these GTC for Transport Services, or for other Services, to the exclusion of Section A of Article 4 of these GTC, any conditions of the Service Providers shall apply and prevail.

### A - TERMS AND CONDITIONS OF TRANSPORT SERVICES

#### 1- GENERAL CONSIDERATIONS

The Transport Service refers to a journey made along a specific tourist route as set out in the sales offer.

The Transport Service offered by sightseeing.lu corresponds to irregular passenger transport. It includes in particular: (i) services of a tourist nature organised for Customers who are travelling for their own pleasure, taking an itinerary that allows them to see places or landscapes of interest to the Customers and providing for reasonable stops at places that are worth visiting and (ii) shuttle services organised to transport, from the same place of departure to the same place of tourist interest, Customers who have been previously formed into a group according to the planned length of stay and to return each group to the point of departure during a subsequent journey at the end of the planned period. Consequently, the Transport Service offered by sightseeing.lu is not subject to prior authorisation by the Minister responsible for transport, in accordance with article 3 of the Law of 12 June 1965 on road transport.

The driver of the vehicle is obliged to take breaks for journeys exceeding two hours' driving time in accordance with the legal obligations in force. The Customer acknowledges that these breaks are essential to guarantee the safety and well-being of the driver. They are included in the overall duration of the Service and will not give rise to any additional invoicing.

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## 2- CONDUCT ON BOARD THE VEHICLE

The instructions of the driving and accompanying staff must be followed.

Staff assigned to driving and the journey are authorised to exclude any person who is clearly under the influence of alcohol or drugs. The same applies to Customers who endanger the safety of other Customers or considerably disturb their well-being. In such cases, Customers may not exercise any right to a replacement means of transport or a refund of their booking.

Smoking is not permitted in the vehicle. This ban also applies to electronic cigarettes.

Customers are liable for any damage, including major soiling, caused to the vehicle by deliberate means.

The Transport Service may be cancelled without notice if a Customer behaves inappropriately, despite even a verbal warning. This is the case if the Customer does not comply with safety instructions. In this case, the driver is authorised to remove the Customer from the vehicle; no refund is due.

During breaks, stops or police or customs checks, Customers must leave the vehicle at the request of the staff driving or accompanying them.

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## 3- TRAVEL DOCUMENTS

Payment of the price is due in exchange for the Transport Service. The Platform issues tickets for this purpose. A ticket consists of the booking confirmation in printed or electronic format, as a PDF file, and a valid official form of identification bearing the Customer's photograph.

A ticket is generated for each Customer and each journey.

The Customer's surname, first name, minimum age if applicable, e-mail address and telephone number must be provided at the time of booking. The Customer's name is compared with the list of reservations displayed on the vehicle driver's mobile phone, which includes current reservations, to determine whether the Customer is able to board the vehicle.

The Customer must make a reservation before departure. Access to the vehicle's passenger area is only permitted with a valid reservation confirmation.

Every Customer with a valid ticket is entitled to a seat. A choice of free seats is available on all vehicles. It is not possible to reserve specific seats.

However, in the event of a specific situation, KEYWI S.A. will do its best to allow any necessary regrouping. In addition, Customers travelling with children and People with Reduced Mobility (PRM) are given preference when choosing their seat.

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## 4- CAR HIRE WITH PRIVATE DRIVER

**Exemption from article 56 bis of the Grand-Ducal decree of 23 November 1955.** The Platform offers the hire of a vehicle with a private driver, accommodating up to a maximum of 8 people. The Customer acknowledges and agrees to waive article 56 bis of the Grand-Ducal Decree of 23 November 1955 regulating traffic on all public roads, thus allowing the journey to take less than one hour. Furthermore, it will follow the route defined in the offer and not the most direct route.

Any damage caused to the equipment during the service will be invoiced. Damage to interior equipment or other damage to the vehicle, or to other vehicles involved, will be charged to the person who made the Booking, who accepts responsibility for themselves and for the entire group previously formed. In the event of additional cleaning of the vehicle, for example due to deliberate spillage of liquids, etc., a charge of 300 euros will be applied, without prejudice to any additional charges that may be applied by the Provider.

### B - CONDITIONS FOR THE PROVISION OF SERVICES OTHER THAN TRANSPORT SERVICES

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## 1- ELECTRIC BIKE RENTAL

The Platform offers a self-service rental service for electric bicycles ('e-bikes'). The [General Terms and Conditions for e-bike rental and e-bike tours](#) can be consulted on the sightseeing.lu website and apply cumulatively with these GTC. In the event of any contradiction, the conditions relating to the rental of e-bikes shall prevail.

The Customer and each participant are responsible for the condition of the e-bikes during the rental period. Any damage to or loss of the bike must be compensated in accordance with the rates in force.

KEYWI S.A. offers an insurance option to cover material damage and theft related to the rental of e-bikes. The Customer may or may not take out this insurance when making a Reservation. Details of cover, exclusions and specific conditions are provided at the time of subscription. KEYWI S.A. cannot be held responsible for decisions taken by the insurer concerning the validation or refusal of compensation for declared claims.

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## 2- RESTAURATION

The Platform offers catering services. At the time of booking, the Customer must indicate any specific food allergies or intolerances, whether they are vegetarian or vegan, as well as their food preferences. This information is carefully collected by KEYWI S.A and is transmitted to the restaurant owner by traceable means such as an e-mail with acknowledgement of receipt. The restaurateur, by receiving the dietary information transmitted by KEYWI S.A, undertakes to prepare the meals in accordance with the dietary information provided, in accordance with the obligation of safety of result which is incumbent upon him.

KEYWI S.A. declines all responsibility in the event of non-compliance with the dietary information transmitted to the restaurant owner in the following cases: (i) if the restaurant owner does not take into account the dietary information transmitted by email by KEYWI S.A. or (ii) if the Customer provides incorrect or incomplete information concerning his/her allergies or dietary preferences.

In order to certify that the information transmitted by the Customer has indeed been communicated to the restaurant owner, KEYWI S.A. keeps proof of this transmission, such as the emails with acknowledgement of receipt sent to the restaurant owner concerning the dietary information of the participants as well as the reservation confirmation containing this information. This data is kept for a period of three (3) years after the Service has been provided, in order to manage potential complaints and provide an after-sales service, in accordance with Article 5 e) of the General Data Protection Regulation (« *GDPR* »).

The [restaurant owner's General Terms and Conditions of Sale, if any](#), apply cumulatively with these GTCS.

For any complaint concerning a Catering Service, the Customer must inform the restaurant owner and/or KEYWI S.A. on the day of the event itself in order to be able to establish whether the complaint is well-founded; otherwise within forty-eight (48) hours of the event at the latest by email to [hello@sightseeing.lu](mailto:hello@sightseeing.lu).

After this time, the Catering Service is considered to be in accordance with the reservation.

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## 3- CULTURAL, SPORTING OR FESTIVE VISITS

The Platform offers services for visits to various tourist sites. Customers can book individual or group tours. Tours are available in several languages. Customers can select the language of their choice at the time of booking.

In the case of guided tours, KEYWI S.A. guarantees the quality and competence of the guides selected. However, KEYWI S.A. cannot be held responsible for the conduct of the guides or for any errors or omissions in the information provided by the guides during the visits.

It is the Customer's responsibility to consult the [General Terms and Conditions of Sale \(GTCS\) and/or the General Terms and Conditions of Use \(GTCU\) of the Tour Providers](#) for full information on booking conditions, responsibilities and remedies.

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## 4- AUDIO GUIDES

The Platform offers audio guide services for various tourist sites. Customers can rent or download audio guides directly from their smartphone. The audio guides can be listened to on various devices, such as smartphones, tablets and MP3 players, depending on their compatibility.

Responsibility for the quality, accuracy and updating of the content of the audio guides lies with the Service Provider(s). KEYWI

S.A. cannot be held responsible for any errors, omissions or inaccuracies in the content provided. Complaints concerning the quality or content of the guides should be addressed directly to the audio guide Service Provider(s), although KEYWI S.A. will endeavour to facilitate the resolution of problems.

It is the Customer's responsibility to consult the [General Terms and Conditions of Sale \(GTCS\) and/or the General Terms and Conditions of Use \(GTCU\) of audio guide service providers](#) for full information on booking conditions, responsibilities and remedies in the event of technical problems, incompatibility or errors in content.

## ARTICLE 5 - MEETING TIMES AND LOCATION

The Customer acknowledges and accepts that KEYWI S.A.'s vehicle is subject to fluctuations linked to traffic and weather conditions. In the event of delayed arrival at the pick-up point, the Customer will be informed as soon as possible and, in any event, as soon as this information is available. Depending on the case, this information may be communicated by telephone call, notification in the application or an update of the estimated time of arrival in the application, or verbally. No refund will be given for early departure or late arrival.

The Customer must arrive on the specified day, at the time and place of the meeting, as mentioned in the Booking Confirmation. The Customer's name is compared with the list of reservations displayed on the Driver's mobile phone or any other Service Provider based on the Reservations in order to know whether he/she can board the vehicle. The Customer presents his /her reservation on his/her phone or on paper.

The absence of the Customer at the time of collection may hinder the ability of KEYWI S.A. and/or the Service Provider(s) to provide the Service(s) and may result in the cancellation of the ticket at the Customer's expense.

If the Customer is not present at the place of departure for the Service booked and at the scheduled time, the Driver has the right to leave and the Customer will be in a « *no show* » situation, i.e. having made a booking without having honoured it. This « *no show* » allows only a partial refund or no refund at all, depending on the initial amount of the reservation.

If the Customer is informed of a delay by notification, update of the Application, SMS, email or by any other written or oral means, the Customer is invited to attend the new time which will be communicated to him/her. Failing this, the right to transport or any other Service will be cancelled and the Customer reimbursed in accordance with the conditions set out in these GCS and those of the Service Provider(s), if any.

## ARTICLE 6 - PEOPLE WITH REDUCED MOBILITY (PRM) OR DISABILITIES

KEYWI S.A. undertakes to provide clear and precise information on the accessibility of tourist services and facilities for people with reduced mobility (PRM), noticeable via an icon on the platform.

During the booking process, it is the Customer's responsibility to inform KEYWI S.A. of their condition and/or that of any other participants with reduced mobility or a disability.

KEYWI S.A. may refuse to make a reservation, to issue or deliver a transport ticket, to accept the person on the vehicle or more generally, KEYWI S.A. and/or the Service Provider(s) may refuse to provide a given Service, due to the disability or reduced mobility of the person, in the following situations:

- To comply with applicable safety requirements established by provisions of international law, Union law or national law, or to comply with health and safety requirements established by the competent authorities.
- When the design of the vehicle or the infrastructure, including the pick-up points, or more generally when the way in which the Service is carried out makes it physically impossible for the disabled person or the person with reduced mobility to embark, disembark, transport or carry out the Service other than transport in a safe and operationally feasible manner.

The Customer concerned is immediately informed of the reasons for the refusal of transport or of the Service other than transport and, if he/she so requests, he/she is informed in writing within five (5) working days of receipt of the request.

The vehicles are fitted with standard seats only. Due to these specific features, the carriage of disabled persons or persons with reduced mobility is currently only possible if these persons are able to board the vehicle without the assistance of the driver. The Customer may ask to be accompanied by a person of their choice capable of providing the necessary assistance to the disabled person or person with reduced mobility.

A deposit system for wheelchairs is offered on certain Services, at the Customer's risk. The amount of compensation in the event of damage to a wheelchair or any other mobility equipment or assistive devices is always equal to the replacement value or the cost of repairing the lost or damaged equipment.

In this case, every effort will be made to replace, at least temporarily, this type of equipment with another that has the same technical and functional characteristics as the lost or damaged mobility equipment.

If the reservation for a disabled person or a person with reduced mobility has been confirmed, a ticket has been issued and/or a reservation confirmation specifying the Service other than transport has been provided but boarding or participation in the reserved Service is ultimately refused, the person concerned and their accompanying person will receive a refund corresponding to the price paid for this Service.

KEYWI S.A. endeavours to ensure that Service Providers comply with accessibility standards and provide adequate assistance to PRM. However, KEYWI S.A. cannot be held responsible for failures attributable to the Service Providers.

#### ARTICLE 7 - MINORS

For Transport Services, minors under the age of twelve (12) must be accompanied by a person aged sixteen (16) or over. Minors must also be accompanied by a person with parental authority for Services booked other than transport.

If a minor turns up unaccompanied in accordance with these requirements, he or she may be refused access to the Event. In this case, no refund will be given.

#### ARTICLE 8 - ANIMALS

Animals may not be transported, except for guide dogs and dogs weighing up to 6 kg, provided that the animal is carried in a carrier bag or on a lead and does not disturb other participants. The animal must present no safety hazard and must not carry any infection.

Some Service Providers may offer special services for pets, such as dedicated areas, while others may not allow pets. The Customer must check the [Conditions for the acceptance of animals established by the Service Providers](#) responsible for carrying out the Services, which shall take precedence over these provisions in the event of any contradiction.

#### ARTICLE 9 - LUGGAGE

##### A - HAND LUGGAGE

Hand luggage must be stowed in the available luggage racks or placed under the seats in front of the passengers. Assistance with loading or unloading luggage is provided by the vehicle driver only in exceptional cases and does not constitute a right.

A left-luggage system is offered on certain Services, at the Customer's own risk. The Customer is also invited to refer to the [Luggage Policy of the Service Provider](#) performing the Service, which shall prevail over the present provisions in the event of any contradiction.

As a general rule, hand luggage is carried free of charge, but is limited to one item per Customer, with a maximum size of 42 x 30 x 18 cm and a maximum weight of seven (7) kg. The Customer is required to store and supervise hand luggage in such a way as not to jeopardise the safety of the transport and/or the Service other than transport, or to disturb other participants. Hand luggage and its contents are the Customer's responsibility for the entire duration of the booked Service and must be supervised accordingly. In the event of unauthorised access by a third party, the Service Provider must be informed immediately. The Customer is required to check his/her hand luggage and its completeness before the end of the Service.

##### B - SPECIAL LUGGAGE

All objects whose dimensions exceed those applicable to baggage are considered special baggage. Special baggage is not permitted in vehicles. The Customer is also invited to refer to the [Baggage Policy of the Service Provider](#) carrying out the Service, which shall prevail over these provisions in the event of any contradiction.

Musical instruments: If the musical instrument, including its case, does not exceed the maximum dimensions of hand luggage, it may be carried free of charge instead of hand luggage. If it exceeds these dimensions, it may be carried free of charge with the prior agreement of the Service Provider and/or its Driver. Musical instruments with cases measuring more than 135 x 48 x 35 cm will not be carried.

In any event, KEYWI S.A. declines all responsibility in the event of loss, theft, breakage or damage of any kind to the instrument during the journey or during the performance of the Service other than that of transport. The Customer must check that the places visited allow access to the musical instruments.

**Valuables and electronic equipment:** Valuables and fragile items are subject to the Customer's duty of care. If the Customer decides to pack valuables in his/her baggage, he/she assumes the consequences if these objects are damaged.

**Pushchairs:** Pushchairs may be carried, with a maximum of one per passenger. They must be foldable, as non-foldable pushchairs are not accepted. Transport of pushchairs is free of charge. It is also important to check whether the tourist sites visited are suitable for pushchairs. The Customer must ensure that the routes and facilities allow access and that this access is easy and safe with a pushchair.

**Bicycles and electric scooters:** The transport of bicycles and electric scooters in vehicles is in principle excluded. The Customer must check whether the places visited offer space for such equipment and whether there are any restrictions or additional charges associated with this.

## C - LOST AND FOUND

The Customer is responsible for his/her own luggage and personal effects and for any object placed by him/her in the vehicle or anywhere else during the entire duration of the Service(s).

KEYWI S.A. accepts no responsibility for any damage, loss or theft of such property and shall not be liable for any loss suffered, including, but not limited to, loss of future profits, potential income and additional expenses or losses incurred as a result of the loss or theft of baggage or personal property.

KEYWI S.A. will endeavour, as far as possible, to help the Customer to find the lost object(s). The Customer must immediately contact KEYWI S.A. in the event of loss. The return of forgotten or found objects may entail delivery and/or shipping costs for the recipient.

## D - COMPENSATION LIMIT FOR LUGGAGE

The liability of KEYWI S.A. and the rate of compensation for damage to luggage or personal effects shall be limited and excluded as follows:

In the event of damage to luggage or personal effects resulting from an accident involving the vehicle or the loss of luggage or personal effects for the same reason, the maximum amount of compensation to be paid by KEYWI S.A. for any justified damage for which it is held responsible is limited to the sum of one hundred and fifty (150) euros per unit of luggage, except in the case of gross negligence.

All liability is excluded in the event of loss of luggage unrelated to an accident involving the vehicle, in addition to the mixing up or theft of luggage, except in the event of a deliberate act or gross negligence on the part of the Transport Provider.

Liability for present or future damage resulting from the poor organization of the passenger's luggage is excluded, except in the case of deliberate act or gross negligence on the part of the carrier.

## ARTICLE 10 - TERMS OF PAYMENT

### A - PRICING

The price of the Services is set by the rates in force at the time of the Reservation and according to the fixed quote. They are quoted in Euros, inclusive of VAT. The price only includes what is mentioned as « INCLUDED » in the offer. Additional costs may be added for what is « NOT INCLUDED ».

### B - ASSETS

Where applicable, a deposit of 50% of the initial total amount of the order is required on signature of the quotation. The remaining balance, including any changes and/or additions, is payable on the day of the Event at the latest.

### C - METHODS OF PAYMENT

Services may be paid for in cash within the legal limits, by credit card, by bank transfer to the details given in the booking, or by sightseeing.lu gift vouchers. Each gift voucher is valid for a specific service and can only be used on the sightseeing.lu Platform.

Gift vouchers are valid for 2 years. They cannot be returned or exchanged for cash. The balance of the gift voucher can be accessed directly on the mobile application or the online site at the following address: <https://sightseeing.lu/fr/vouchers/>

Online payment is also possible, in accordance with the information detailed in the [General Terms and Conditions of Use \(GTCU\)](#).

#### D - GROUP RATES

Group rates apply to groups of at least ten (10) people. To receive an offer, please send an e-mail to [hello@sightseeing.lu](mailto:hello@sightseeing.lu) before booking.

#### E - CHILDREN'S RATES

Preferential rates apply for children and free for under 3 years old. These rates are quoted directly at the time of booking.

#### F - LATE PAYMENT

Any invoice not paid by the due date will incur a penalty equal to the legal interest rate plus eight (8) points, calculated from the due date shown on the invoice, as well as the application of a flat-rate recovery fee of forty (40) euros.

All sums owed by the Customer become immediately payable without formality, without prejudice to any damages and interest that KEYWI S.A. may claim. KEYWI S.A. reserves the right not to allow the Service to be carried out and may not be held responsible for the consequences associated with the exercise of this right, nor held liable for the payment of any compensation.

#### ARTICLE 11 - EXCLUSION FROM THE RIGHT OF WITHDRAWAL

The Customer's attention is drawn to the fact that, although he/she is a consumer, he/she does not benefit from a right of withdrawal. Indeed, the right of withdrawal is not provided for by law in the case of distance contracts concerning the provision of leisure activities, if the contract provides for a specific date or period of performance, which corresponds to all the activities offered on the sightseeing.lu Platform such as but not limited to:

« excursions », « entrance tickets », « guided tours », etc. Consequently, the journeys and options ordered on the Platform are subject exclusively to the Cancellation and Modification Conditions set out in these GTCs and those of the Service Provider(s), if any.

#### ARTICLE 12 - CHANGES TO RESERVATIONS

##### A - MODIFICATIONS BY THE CUSTOMER

If, before the scheduled start date of the Event, the Customer wishes to modify his/her Reservation, for example by postponing the date of the activity or making changes to the number of participants, he/she must send his/her request in writing to the following address: [hello@sightseeing.lu](mailto:hello@sightseeing.lu)

The modification must be made at least seventy-two (72) hours before the start of the Event and before confirmation of the services provided for activities requiring a minimum number of participants. If the request for modification is made within the allotted time, KEYWI S.A. will issue a confirmation of modification.

##### B - MODIFICATION BY KEYWI S.A.

Timetables and fares are not binding. KEYWI S.A. reserves the right to modify the timetables, routes and fares previously proposed for valid reasons, in particular when these modifications result from a decision by the competent authorities.

If these modifications are made after a reservation has been made by the Customer, the latter may either keep his/her ticket and accept the modifications or request the cancellation of his/her ticket and obtain a refund of the ticket price.

When KEYWI S.A. is obliged to make a modification to one of the essential elements of the contract before the scheduled start date of the Event, the Customer may either keep the ticket and accept the modifications or cancel the reservation and obtain a refund of the price paid. If the modification leads to a reduction in the price of the Service, the difference will be refunded to the Customer. On the other hand, any price increase will be paid by KEYWI S.A. at no extra cost to the Customer.

#### ARTICLE 13 - ASSIGNMENT OF THE CONTRACT

The Customer must inform KEYWI S.A. of his/her wish to transfer the reserved Service(s) by any written means, at the latest seven (7) days before the start of the Service(s). The contract must be transferred at cost price. The Customer must obtain the prior written authorisation of KEYWI S.A.



In the event of express written authorisation from KEYWI S.A., the assignor and the assignee are jointly and severally liable to KEYWI S.A. for payment of the balance of the price as well as any additional costs incurred by this assignment.

#### ARTICLE 14 - CANCELLATION OF RESERVATION

##### A - CANCELLATION BY THE CUSTOMER

Any total or partial cancellation by the Customer must be notified in writing, either by registered letter with acknowledgement of receipt to KEYWI S.A. located at 430-434 route de Longwy L-1940 LUXEMBOURG, or by e-mail to the following address: [hello@sightseeing.lu](mailto:hello@sightseeing.lu). Cancellations sent directly to the Service Providers will not be considered valid and will remain payable in full.

In the event of cancellation of the Reservation by the Customer, KEYWI S.A. will reimburse the Customer the amount corresponding to the cancelled services, according to the conditions defined below:

<b>Cancellation more than 90 days before the date of the scheduled service.</b>	Cancellation free of charge.
<b>Cancellation between 60 and 89 days before the date of the scheduled service.</b>	A fee of 15% of the reservation amount will be charged.
<b>Cancellation between 30 and 59 days before the date of the scheduled service.</b>	A fee of 25% of the reservation amount will be charged.
<b>Cancellation between 15 and 29 days before the date of the scheduled service.</b>	Fee of 50% of the reservation amount.
<b>Cancellation less than 15 days before the scheduled date of service.</b>	A fee of 100% of the amount of the reservation.

If the cancellation by the Customer is due to the absence of adapted equipment available to KEYWI S.A. or the Service Provider for a person with reduced mobility, the reservation will be cancelled free of charge.

Unfavourable weather conditions do not constitute a valid reason for the Customer to cancel the Event.

##### B - CANCELLATION BY KEYWI S.A.

When KEYWI S.A. cancels the Event before it begins, the Customer will be informed by any means. The Customer will be reimbursed as soon as possible according to the method of payment he has used, unless he accepts a substitute Event proposed by KEYWI S.A.

Insufficient numbers of participants is considered a valid reason for cancellation for certain types of Services. In this case, KEYWI S.A. will refund to the Customer all the corresponding sums paid.

#### ARTICLE 15 - FORCE MAJEURE

« *Force majeure event* » means an event beyond a person's control which, by its nature, could not be foreseen by that person or which, if it could be foreseen, was unavoidable, including, but not limited to, epidemics or pandemics, failure of energy sources, storms, floods, riots, fires, sabotage, civil unrest, interference by civil or military authorities, declared or undeclared acts of war or armed hostilities or any other national or international calamity, one or more acts of terrorism, arrests, seizures, obstructions by public authorities or other persons, roadblocks, quarantine measures and strikes not attributable to KEYWI S.A. as well as the exclusion or concerted stoppage of work or in the event of hindrances, risks or obstacles caused by a third party.

KEYWI S.A. and the Service Providers cannot be held responsible for the non-performance of an obligation under these GTC, insofar as the performance of this obligation is prevented, hindered or delayed by an event of force majeure.

In the event of the occurrence of a situation which it considers to be a case of Force Majeure, KEYWI S.A. and the Service Providers shall notify the Customer of the situation as soon as possible, specifying (i) the nature of the event or events in question, their impact on its ability to fulfil its obligations as well as any supporting document attesting to the reality of the case of Force Majeure, and (ii) do everything reasonably possible to remove these causes and resume the performance of the obligations as soon as possible.

KEYWI S.A. reserves the right to modify the Services if necessary, while endeavouring to maintain the quality and integrity of the Services offered. Any major modification will be communicated to the Customer as soon as possible.

KEYWI S.A. also reserves the right to cancel the contract, before the start of the execution of the Service, if exceptional circumstances, for which KEYWI S.A. cannot be held responsible, make the execution of the service impossible. In this case, the customer is entitled to a refund of the price paid.

In the event of cancellation due to force majeure, serious danger or an impediment, KEYWI S.A. is obliged to ensure the return of the Customer to his point of departure and at his request; this right to return is limited to the means of transport agreed in the reservation. The additional costs linked to the return due to an extraordinary cancellation remain the responsibility of the Customer.

## ARTICLE 16 - LIABILITY

### A - CUSTOMER LIABILITY

The Customer is responsible for his behaviour. KEYWI S.A. reserves the right to refuse access to services to any person whose behaviour is deemed inappropriate.

The Customer is responsible for his/her luggage and other personal belongings during the performance of the Service(s). Valuables and fragile objects are subject to the Customer's duty of care. KEYWI S.A. declines all responsibility in the event of loss.

### B - LIABILITY OF KEYWI S.A.

KEYWI S.A. makes no promises concerning the Products of the Service Providers except those that KEYWI S.A. expressly indicates in the present GTC.

The liability of KEYWI S.A. is limited to direct material damage caused to the Customer resulting exclusively from a proven fault or failure on the part of KEYWI S.A. in the execution of the obligations mentioned in the present GTC. Under no circumstances will KEYWI S.A. be required to compensate the Customer for immaterial or indirect damage.

KEYWI S.A. shall not be liable for any loss or damage that was not reasonably foreseeable when the Customer made his Booking or entered into these Conditions; nor for any event reasonably beyond the control of KEYWI S.A.

**The liability of KEYWI S.A. is in any case limited to the price paid by the Customer at the time of reservation. This limitation of liability does not apply in the event of gross negligence on the part of the Customer, bodily injury or death.**

In the event of a breach of these GTC and/or the Conditions of the Service Provider(s) by the Customer, KEYWI S.A. cannot be held responsible for any costs incurred by a Customer as a result.

The Customer is invited to consult the specific compensation ceilings applicable to damage relating to wheelchairs (see Article 6 of these GTC) and to damage relating to baggage in the context of a Transport Service (see Article 9 D) of these GTC).

## C - LIABILITY OF THE SERVICE PROVIDER(S)

KEYWI S.A. provides an online Platform enabling a Customer to book various tourism activities and services provided by Service Providers. KEYWI S.A. acts exclusively as an intermediary and does not directly provide the services booked by the Customer on the Platform.

Each tourism Service Provision booked via the Platform is provided by one or more Service Provider(s) (other than KEYWI S.A.). The Service Providers are solely responsible for the execution of the services booked, as well as compliance with applicable legislation and contractual obligations. The Customer must read and accept the Service Providers' General Terms and Conditions of Sale before reserving a service.

KEYWI S.A. declines all responsibility in the event of damage, loss or costs of any nature whatsoever resulting from or linked to the execution of the Services provided by the Service Providers.

KEYWI S.A. shall not be held liable in the event of poor execution or non-execution of the Services by the Service Providers, nor for the direct or indirect consequences thereof, including but not limited to any accidents, injuries, illnesses, loss of property or other damage that may occur during the performance of the Services.

## ARTICLE 17 - CIVIL LIABILITY INSURANCE

### A - LIABILITY INSURANCE FOR KEYWI S.A.

KEYWI S.A. has taken out Professional Civil Liability insurance with AXA in order to cover any damage that may be caused to Customers or Third Parties as a result of the Services offered.

## B - CIVIL LIABILITY INSURANCE FOR SERVICE PROVIDERS

The Service Providers providing the Services offered on the sightseeing.lu Platform, such as tourist guides, restaurant owners, etc., are required to take out their own Professional Civil Liability insurance.

KEYWI S.A cannot be held responsible for damage caused by the Service Providers within the framework of the execution of their Services.

## ARTICLE 18 - PROTECTION OF PERSONAL DATA

Personal data is processed by KEYWI S.A. in its capacity as Joint Data Controller, in compliance with the applicable data protection legislation, namely the Act of 1<sup>er</sup> August 2018 organising the National Commission for Data Protection and the General Data Protection Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 known as the « GDPR », as well as any other subsequent regulations that may come to apply.

Personal data is processed by KEYWI S.A. for the purposes of communicating with the Customer, informing him/her of developments in its services, executing the contract between the Customer and KEYWI S.A., processing the Customer's requests, following up the relationship, developing the commercial relationship (« *marketing* »), managing requests to exercise rights with regard to personal data, ensuring invoicing and payments, and managing any complaints and disputes.

The personal data collected is transmitted to the Service Providers carrying out the Services booked by the Customer. The Service Provider acts as Co-Processor.

The Company and the Service Provider undertake to implement technical and organisational security measures to protect personal data against the risks associated with the use of information systems.

For any request relating to the protection of personal data, please contact KEYWI S.A. via the e-mail address provided for this purpose: [gdpr@sightseeing.lu](mailto:gdpr@sightseeing.lu)

For further information, the Customer's personal data is processed by KEYWI S.A. in accordance with SLG's Data Privacy Policy, which can be accessed via the following link: <https://www.slg.lu/politique-de-confidentialite/>

## ARTICLE 19 - IMAGE RIGHTS

The Customer is informed that photos or videos of events may be published on the sightseeing.lu website and/or mobile Application and/or social networks for the purpose of promoting the Services offered.

The Customer must give their consent to being photographed or filmed to their local contact (guide, etc.), on the one hand - and their consent to their publication and distribution on the Internet, on the other. In the event of refusal to appear, the Customer will notify the person to whom he is speaking of his refusal in writing. In such a case, however, the Customer may not refuse the use of photographs in which he/she is not recognisable.

Furthermore, any photograph published on the Internet by the Customer may be used by KEYWI S.A.

## ARTICLE 20 - GENERAL PROVISIONS

Tolerance of a breach of any of the obligations set out in the GTC shall not be construed as a waiver of the right to invoke that obligation against the defaulting party at a later date. If any of the provisions of the GTC are annulled in whole or in part, the validity of the remaining provisions of the GTC will not be affected. The cancelled provision must be replaced by a valid provision corresponding to the spirit of these GTC.

## ARTICLE 21 - SETTLEMENT OF DISPUTES AND APPLICABLE LAW

### A - SETTLEMENT OF DISPUTES

#### 1- COMPLAINTS

With the exception of the specific time period mentioned for the Catering Service, any complaint from a Customer relating to a Service delivered via the sightseeing.lu Platform must be made either in person, at the premises of Sightseeing.lu located at 430-434 route de Longwy, L-1940 LUXEMBOURG, or by registered letter with acknowledgement of receipt to the aforementioned address, or to the following e-mail address: [hello@sightseeing.lu](mailto:hello@sightseeing.lu) within

one (1) month following the date on which the Service was provided. Notwithstanding the mandatory legal provisions, the Customer acknowledges and accepts that once the deadline has expired, he/she is no longer authorised to lodge a complaint.

KEYWI S.A. undertakes to inform the Customer of the status of his complaint within one (1) month of its receipt, specifying whether it has been accepted, rejected or is still being examined. A definitive response will be provided to the Customer within a maximum of three (3) months from the date of receipt of the complaint.

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## 2- AMICABLE RESOLUTION

KEYWI S.A. undertakes to make every effort to find an amicable agreement to resolve the dispute.

The Customer also has the possibility, for any complaint concerning the reservation, execution or consequences of the Service, duly submitted to KEYWI S.A. in accordance with the paragraph above and which has not resulted in an amicable settlement of the dispute, to have recourse free of charge to the mediation procedure provided for by the Luxembourg Consumer Code (articles L.421-1 to L.422-9), provided that the complaint has been lodged with the consumer mediator (p. a. Service national de la consommation, 6, rue du Palais de Justice à L-1841 LUXEMBOURG; [info@mediateurconsommation.lu](mailto:info@mediateurconsommation.lu)) within a period of one (1) year from the date on which the Customer lodged his complaint with KEYWI S.A. in accordance with the above paragraphs.

The Customer may contact the European platform for resolving consumer disputes by clicking on the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show>

The Customer and KEYWI S.A. remain free to terminate the mediation process at any time.

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## 3- ATTRIBUTION OF JURISDICTION

Any dispute which is not settled in accordance with the procedure described above shall fall within the exclusive jurisdiction of the courts of LUXEMBOURG-VILLE, unless otherwise stipulated, and this irrespective of the plurality of defendants and/or the exercise of rights, including for emergency proceedings or proceedings in summary proceedings or by petition.

## B - APPLICABLE LAW

These GTC shall be governed by and construed in accordance with Luxembourg law, subject to the applicability of mandatory national or European rules.