

## **General terms of business of tophotelprojects GmbH**

### **1. Scope**

Our terms of business shall be an integral part of all transactions with the customer, including future ones; they shall be acknowledged by placing an order or accepting a delivery. Other terms of business, in particular terms of purchasing issued by customers shall not be acknowledged by us even if we fail to revoke them in writing.

### **2. Content of the service**

(1) tophotelprojects GmbH shall provide information in bespoke formats and other services on its server at [www.tophotelprojects.com](http://www.tophotelprojects.com) and [www.tophotelchains.com](http://www.tophotelchains.com). The team at tophotelprojects shall deal with new additions and updates to the largest database in the world for new hotel builds and concrete projects on a daily basis. The team at tophotelprojects shall also update the other areas and services for profiles of hotel chains and groups.

(2) These services shall enable users to call up information. Other rights shall not provide grounds for these terms of business.

(3) The user may register on the websites of tophotelprojects GmbH or may enter a contract relationship. By such registration or contract conclusion the user shall enter into a business agreement with tophotelprojects GmbH with the content of these general terms of business.

### **3. Registration**

(1) The user must provide personal details for the registration process. tophotelprojects GmbH reserves the right to suspend the registration until such time as it has verified these details. The deliberate entry of incorrect details shall constitute a breach of these terms of business and shall result in the immediate exclusion of the perpetrator from this service.

(2) During the registration process the user shall be given a password which shall be uniquely assigned to him. This password shall enable the user to access the services of the databases he has ordered. If the user should forget or misplace his password, he can request a new password from tophotelprojects GmbH which will be issued by tophotelprojects after it has conducted a reasonable security check.

(3) tophotelprojects GmbH shall be entitled to change the password at any time. The user shall be notified of such a change immediately by email.

(4) Changes to the password may be made directly using the personal access data supplied to the user or notified in writing so that the changes can be made by tophotelprojects personnel.

(5) The user shall be responsible for all activities carried out using his access authorization and his password, including the user of the access authorization by third parties.

(6) The user undertakes to protect his access details from unauthorized use by third parties. The password must not be disclosed. The user shall accept liability for any unauthorized use of his access authorization to the areas which require registration made possible by his actions.

### **4. Terms of payment**

(1) Our invoices shall be payable on a strictly net basis immediately after receipt for each year of the license in advance, plus the relevant rate of value-added tax.

(2) If it comes to our attention retrospectively that the customer has failed to disclose any adverse situations which we are not able to identify, which would have enabled us to assume that he would be unable to fulfill the contract, we shall be entitled to cancel the contract without notice and demand payment for the services we have already provided.

(3) The customer may only set off our invoices against counter claims or retain payments if and in as far as his claims are not disputed or have been established by a court of law.

(4) If payments are not received promptly, an additional fee of EUR 7.50 shall be charged for the first reminder. This shall be increased to EUR 10.00 per reminder thereafter.

(5) The procedure shall be dealt with by a collection company acting on our behalf if the customer fails to comply with the terms of payment set out in 3. (1).

## **5. Delivery**

(1) The reference period shall commence on the date of the agreed license period. Access to the tophotelprojects.com® or tophotelchains.com® online database shall be enabled at the latest three working days after receipt of the license fee in the account of tophotelprojects GmbH.

(2) In the event of a culpable delay in the provision of service, default status shall not be reached until the customer submits a written reminder. In the event of default, the customer shall be entitled to cancel the contract after setting a reasonable extended deadline if tophotelprojects GmbH fails to comply with its duty to provide the service within this extended deadline. The deadline for the provision of service shall also be regarded as enabling access.

## **6. Warranty and liability**

(1) Warranty claims by the customer shall only be accepted if the preparation of the information and/or the supply of the information is defective for a reason which is the responsibility of tophotelprojects GmbH.

(2) Despite ongoing updates and revisions of the project and contact files, as a result of fluctuation within the industry groups it is not possible to accept any guarantee that the project and contact details are correct in postal terms at the time that they are supplied and are contained in full in the files as an industry or target group. In particular tophotelprojects GmbH cannot accept liability for the data and information supplied by external service providers. Tophotelprojects GmbH can also not provide a guarantee for the number of researched items from a specific area since as a result of circumstances that are beyond the control of tophotelprojects GmbH it is never possible to rule out a situation where all building projects or other information cannot be researched.

## **7. Copyright, data abuse**

(1) The content provided by tophotelprojects GmbH is protected by copyright pursuant to §§ 4, 87a ff of the German Copyright Act; it may only be used for the purposes agreed with us. Your attention is expressly drawn to the criminal consequences of breaches of the Copyright Act.

(2) tophotelprojects GmbH shall grant the user the personal, non-exclusive right to access the content which tophotelprojects compiles and provides in its own services for the term of the contract period. The user shall be authorized to use the information and works protected by copyright provided by tophotelprojects by loading, displaying, processing, saving and printing it in full or in part. No other type of use, particularly reproduction and distribution, shall be permitted.

(3) In the event of the unauthorized use of the information for purposes other than those which have been agreed, in particular the complete reproduction of the data medium or the transfer of the information to a permanent storage medium, the customer shall pay a contract penalty of EUR 100,000.00 if he is responsible for such action. Claims for damages over and above this shall not be affected.

## **8. Legal relationship**

German precedents shall be exclusively applicable to all legal relationships with us. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

## **9. Data protection**

(1) The customer undertakes to comply with the regulations of the Data Protection Act in force in Germany when using the data.

(2) The customer and its agents are hereby notified pursuant to the German Federal Data Protection Act (BDSG) and the German Information and Communications Services Act (IuKDG) that tophotelprojects GmbH shall store his complete address and other information relevant to the contract in electronic form and may process these data electronically for tasks resulting from the contractual relationship.

(3) The user shall declare by his registration that he agrees to the processing and use of his personal data if this is necessary for the establishment, content or amendment of a contract for the use of the services and to the transfer of data relating to the start and the end of this business relationship and the payment experience accruing from it to information centers in accordance with § 29 of the German Federal Data Protection Act (BDSG).

## **10. Contract term and notice to terminate subscription services**

(1) A contract year shall comprise 12 months from the start of the agreed license period. The contract term shall be extended by 12 further months unless notice of three months to terminate it at the end of the contract term or three months to the end of the extension period is given in writing by one of the parties.

(2) The receipt of the notice letter by the relevant party shall decide whether the notice period has been observed and whether the notice has been given promptly.

(3) The provision relating to termination for an important reason shall not be affected. If the customer terminates the contract without notice and if there are no grounds for termination without notice, the termination shall act as notice of termination on the next possible date.

(4) Any amendments and supplements to this contract must be recorded in writing. This shall also apply to any waiver of the rights accruing from this contract or these terms including this formal requirement. All the declarations and notifications to be given to comply with this contract must be made in writing in order to be valid.

## **11. Partial invalidity**

If one or more provisions of the contract or these terms should be or become invalid or unfeasible, this shall not affect the validity of the other provisions.

## **12. Place of fulfillment, place of jurisdiction**

The place of jurisdiction from or relating to the contract or these terms shall be Rotenburg/Wümme. The laws of the Federal Republic of Germany shall apply to these terms of business and the entire legal relationship.

Scheessel, May 2011