

General Terms and Conditions

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General Terms and Condition

of HotelNetSolutions GmbH, Genthiner Straße 8, 10785 Berlin
(hereinafter referred to as HotelNetSolutions)

§ 1 Scope

- (1) These General Terms and Conditions (GTC) apply exclusively to contracts between HotelNetSolutions and the respective contractual partner (hereinafter referred to as "Client") relating to services in connection with the online distribution of hotels and tourist businesses. These include, in particular, software services in the "Software-as-a-Service" model (SaaS), storage space provision, and other digital services.
- (2) Any deviating or supplementary terms and conditions of the client shall not apply unless HotelNetSolutions expressly agrees to them in writing.
- (3) These GTC shall also apply to all future transactions between the parties, even if their validity is not expressly referred to again.
- (4) HotelNetSolutions reserves the right to amend these General Terms and Conditions. The client will be notified of any amendments in good time by email. If the client does not object within 6 weeks of receiving the notification, the amendments shall be deemed to have been accepted. HotelNetSolutions will expressly point this out in the notification.

§ 2 Subject matter of the contract, conclusion of contract

- (1) The subject matter of the contract is the provision of online services in the field of hotel distribution, in particular SaaS services, software maintenance, and storage space provision.
- (2) The contract is concluded upon acceptance of an offer by the client in written or electronic form and confirmation by HotelNetSolutions. Alternatively, the contract is deemed to have been concluded as soon as HotelNetSolutions begins to provide the services. The use of electronic signatures, including advanced and qualified electronic signatures within the meaning of the eIDAS Regulation, is recognized by both parties as legally binding.
- (3) The specific scope of services is determined by the respective individual order, offer, or order confirmation.
- (4) Changes or extensions to the contract must be made in writing.

§ 3 Third-party services

- (1) Third-party services (e.g., booking portals, PMS, search engines) are provided on the basis of separate contracts between the client and the respective third-party provider.
- (2) HotelNetSolutions is not responsible for the scope or quality of the services provided by these third-party providers. Liability for their services is excluded.
- (3) The client will be informed about subcontractors in the order processing agreement (AVV) to be concluded separately.

§ 4 Provision of the software

- (1) HotelNetSolutions shall provide the client with the contractually agreed software via the Internet in its current version for a fee.
- (2) The software is provided on a server that the client can access via the Internet.
- (3) Errors in the software will be corrected promptly within the scope of technical possibilities.
- (4) The software is continuously being developed; updates and upgrades are part of the scope of services.

§ 5 Rights of use

- (1) HotelNetSolutions grants the client a non-transferable, non-exclusive right to use the software for the duration of the contract.
- (2) Any processing, transfer, or other use of the software beyond the scope of the contract is prohibited.
- (3) Transferring the software to third parties—even within a group of companies—is prohibited without the express consent of HotelNetSolutions.

§ 6 Provision of storage space

- (1) The client is provided with storage space on a server for storing contractually defined data.
- (2) Transferring this storage space to third parties is prohibited.
- (3) The client may not store any content that is illegal or infringes the rights of third parties.
- (4) HotelNetSolutions performs regular data backups, checks for malware, and protects the data using modern security measures.
- (5) The client remains the owner of their data. Details regarding the return of data are regulated in a separate order processing agreement.

§ 7 Maintenance and support

- (1) HotelNetSolutions shall ensure the proper operation of the SaaS services. Maintenance shall preferably be carried out outside regular business hours.
- (2) The client shall be informed of planned maintenance windows or any disruptions in good time, where possible.
- (3) The scope of support is specified in the individual contract.

§ 8 Rights to work results

- (1) After full payment, HotelNetSolutions transfers to the client the rights of use, unlimited in time, space, and content, to individual work results (e.g., web designs).
- (2) Transfer of these rights to third parties is permitted.
- (3) Until full payment of the fee, the client is only permitted to use the services provided on a revocable basis. If the client is in default of payment, HotelNetSolutions may revoke the use for the duration of the default.
- (4) If HotelNetSolutions uses third parties to provide services, it shall acquire the rights of use to their work results to the extent of the above provision and transfer them to the client accordingly. If the rights cannot be acquired in individual cases or if their acquisition involves disproportionately high costs, HotelNetSolutions shall inform the client thereof and proceed in accordance with the client's instructions. Any additional costs incurred shall be borne by the client.

§ 9 Obligations to cooperate and responsibility of the client

- (1) The client is obliged to conclude any further contracts with third-party providers that are necessary for the function (cf. § 3).
- (2) The client must take appropriate measures against unauthorized access to the software and sensitize its employees accordingly.
- (3) Before uploading data, a check for malware must be carried out.
- (4) Access data must be treated confidentially. The client is liable for damages resulting from improper use.

§ 10 Responsibility for content

- (1) The client is solely responsible for entering and maintaining the data and information required to use the SaaS services, in particular for the content stored by them and thus for the end product created by them. HotelNetSolutions is neither entitled nor obliged to provide legal advice.
- (2) The client undertakes not to store any illegal content on the storage space provided that violates laws, official regulations, or the rights of third parties. In particular, before using images, logos, texts, etc., the client must independently check whether these violate copyright, trademark, competition, personality, and data protection rights or other rights. The client is also responsible for the legal texts it stores (e.g., terms and conditions, privacy policy).
- (3) Insofar as contracts between the client and end customers (e.g., hotel guests) are concluded via software solutions from HotelNetSolutions (e.g., booking channels), the contract is concluded exclusively between the client and the end customer. HotelNetSolutions does not become a contractual partner. In particular, HotelNetSolutions shall not be liable for the identity and solvency of the end customer or for the fulfillment of obligations entered into in these contracts. In particular, HotelNetSolutions shall also not be responsible for reviewing travel law arrangements when concluding contracts or for processing such contracts between the client and the end customer.
- (4) HotelNetSolutions shall not become a contractual partner in contracts between the client and end customers relating to HotelNetSolutions software.

§ 11 Delivery times

- (1) The delivery time is usually approx. 8 weeks after the order has been placed or after receipt of all necessary data and approval of the layouts by the client.
- (2) The delivery time is based on experience. Delays due to technical queries, checking system requirements, or force majeure do not entitle the customer to compensation or withdrawal.

§ 12 Contract terms

- (1) The contract shall commence on the date of acceptance of the contract offer, unless another date has been expressly agreed. This commencement date shall apply to all modules delivered under this contract.
- (2) The minimum contract term is 36 months, but does not commence until acceptance of the systems, unless otherwise agreed in the offer.
- (3) The contract is automatically extended for a further 12 months unless one of the parties gives written notice of termination at least 3 months before expiry.
- (4) Termination outside the minimum contract period is not possible.
- (5) HotelNetSolutions is entitled to terminate the contract without notice for good cause, in particular if the client fails to meet its payment obligations, fails to meet them in full, or fails to meet them on time.
In the event of default in payment, HotelNetSolutions is entitled to withhold services, in particular recurring services in accordance with paragraph 2. The provisions of the German Civil Code (BGB) regarding default shall apply in addition.

§ 13 Terms of payment

- (1) The setup and training fees are due after delivery and acceptance by the client, but no later than 8 weeks after signing the contract. If, despite two reminders within this period, the client fails to provide the necessary input, HotelNetSolutions reserves the right to invoice the client for the full amount of the ordered service. In this case, the client has the right to call up the service retrospectively up to 12 months after conclusion of the contract.
- (2) Acceptance and commencement of use:
Acceptance of the delivered software or services shall be deemed to have taken place no later than eight (8) weeks after signing the contract, provided that the client does not report any significant defects in writing during this period or fails to sufficiently fulfill its obligation to cooperate.
Alternatively, acceptance shall also be deemed to have taken place if the client uses or productively implements the delivered service.
Invoicing shall take place at the time when the service is deemed to have been accepted.
- (3) The ongoing monthly fees are payable 3 months in advance from the setup date.

§ 14 Right of set-off and retention, liability

- (1) Unless otherwise specified below, claims for damages arising from impossibility of performance, positive breach of contract, and delay are excluded if the cause of the damage is not based on intent or gross negligence.
- (2) This does not apply if the client asserts claims for damages due to non-performance pursuant to Section 634 No. 4 BGB due to the absence of a warranted characteristic.
- (3) The provisions of the Civil Code apply accordingly to the right to a reduction. The contracting parties agree that disruptions lasting less than 48 hours do not entitle the customer to a reduction.
- (4) The right to reduce payment, claims for damages, and the right of withdrawal are excluded in the event of service failures due to disruptions outside the area of responsibility of HotelNetSolutions or other technical obstacles.
- (5) HotelNetSolutions reserves the right to assert further claims for late payment.

§ 15 Liability

- (1) HotelNetSolutions shall only be liable in cases of intent or gross negligence, as well as in cases of injury to life, limb, or health.
- (2) In the event of a slightly negligent breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical for this type of contract.
- (3) Liability for data loss is excluded if the client has not carried out adequate data backup.
- (4) The client is aware that the services provided by HotelNetSolutions may be based on electronic processes that can be disrupted despite security measures. HotelNetSolutions accepts no liability for third-party services (e.g., Internet connection, external systems).
- (5) If legal violations are suspected, HotelNetSolutions is entitled to block data.

§ 16 Duty of confidentiality

The contracting parties mutually undertake to keep all information obtained in connection with the implementation of the intended cooperation and which is of a technical, financial, or other business nature strictly confidential and not to disclose it to third parties, unless this is provided for in this agreement. Furthermore, the contracting parties are prohibited from using the information for purposes other than those specified in this contract.

The confidentiality obligation also applies to ideas, concepts, and designs presented in text and/or images as part of a presentation by HotelNetSolutions, as long as and to the extent that the client has not commissioned and paid for such services.

The obligation to maintain confidentiality shall continue beyond the term of this agreement.

§ 17 Privacy Policy

- (1) HotelNetSolutions processes personal data exclusively within the framework of legal data protection requirements (in particular GDPR).
- (2) Further details are set out in the separate data processing agreement (DPA).

- (3) Business documents shall be treated as confidential and returned at the end of the contract.

§ 18 Final provisions/severability clause

Any changes or additions to this contract must be made in writing. For the purposes of this contract, written form shall be deemed to mean exclusively communications by email or fax. Other forms of communication, in particular SMS or messenger services, are not sufficient. This also applies to any waiver of the written form requirement.

- (1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) If the client is a merchant, a legal entity under public law, or does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be Berlin.
- (3) Should any provision of this contract be invalid, the remaining provisions shall remain unaffected. The parties undertake to agree on a provision that comes as close as possible to the invalid provision in economic terms.

As of August 2025