

General Terms and Conditions for locations

§ 1 Preamble

The company meetingmasters.de, Dipl.-Kfm. Christoph Schwind, Max-Planck-Str. 22, 54296 Trier, is an unrestricted and independent vendor of services for event management. meetingmasters.de is a service for persons who are in charge of the organization of events of all kinds, and of the booking of hotel rooms, in the context of business travel activity in the field of businesses/organizations/public institutions – hereafter referred to as “customer”. The main focus of the services of meetingmasters.de is as an independent agency sourcing hotels or venues and other event services for meetings, seminars, conventions, conferences, trade shows, incentives, events or the like.

At the request of customers, and for the respective customer, the personal placement service of meetingmasters.de searches for the appropriate locations (event locations, conference halls/convention centres) with regard to the event profile or requirements profile – hereafter referred to as “service provider”. The search is performed based on the precise requirements of the respective customer. Various service providers are contacted for each event. These submit offers to the placement service of meetingmasters.de to be passed on to the customers. The placement service conducts the search, sends RFPs, forwards proposals and makes the booking, including the necessary correspondence via the web tool moreDirect. The customer likewise has the possibility to search, request and book locations himself via the web tool moreDirect (“direct request”) without the support of the personal placement service of meetingmasters.de.

§ 2 Basis of contract

The company meetingmasters.de acts solely as an agent. In the event of a booking, the contract is concluded between the customer and the respective service provider. The company meetingmasters.de is therefore not a party to agreements entered into between the service provider and customer, and has no influence on the quality, safety or legality of the services offered by the service provider. Likewise, the company meetingmasters.de will not be held liable towards the service provider for any of the customer's debts.

The service provider undertakes not to offer the customer any hotel services which are not placed through meetingmasters.de. If the service provider violates this provision, he has to pass on the revenue to meetingmasters.de. For this purpose, he has to present the necessary documents indicating the extent of the claim.

§ 3 Costs

The costs for subscription to moreDirect, the web-based advertising and sales system for locations, will be based on the respective agreements made in the individual contract

Any commission payments for agency services performed by meetingmasters.de are based on the respective agreements made in the individual contract. The rate of commission is defined individually. The basis for the determination of the commission is the corresponding net amount (before value added tax) paid for event services. The amount of the agency commission is determined by the net amount plus the applicable value added tax.

It is to be noted that even revenues from cancellation fees are event services paid for in terms of these terms and conditions. Agreed commission payments are always due immediately after billing by meetingmasters.de and settlement of the account by the customer. For this purpose, the service provider shall make a copy of the invoice to the customer available to meetingmasters.de.

§ 4 Provisions for subscription to moreDirect

§ 4.1 Definitions

Subscribers to moreDirect, the web-based sales and marketing system for locations in the sense of these terms and conditions are those companies in terms of § 14 of the BGB [German Civil Code] which have become subscribers in accordance with § 4.2 of the these terms and conditions.

§ 4.2 Acquisition of a subscription

An initial prerequisite for acquiring a subscription is the submission of a completed registration form that has been signed in a legally binding manner. This form is accessible at www.meetingmasters.de via download, or can be sent upon request. The subscription is activated only after the confirmation letter from meetingmasters.de has been received (possibly by fax or e-mail).

§ 4.3 Password

- (1) With the confirmation letter, each subscriber will receive his/her own password, which he/she requires in order to log in.
- (2) Each subscriber is responsible for his/her own password. He/she must ensure the confidentiality and the proper use of the password. If a subscriber violates the duty of confidentiality in handling his/her password, he/she can derive no claims against meetingmasters.de as a result of the improper use of the password. He/she will also indemnify meetingmasters.de against claims by third parties, to the extent that they are based on the subscriber's careless handling of the password.

- (3) If a subscriber notices that his/her password is being used by another person ("improper use"), he/she must notify meetingmasters.de immediately.
- (4) The original password loses its validity with the notice of improper use; the subscriber will receive a new password upon request.

§ 4.4 Advertising

The subscriber shall not have the right to advertise for third parties or their products or to insert references to direct competitors of meetingmasters.de in the subscriber's Internet presentation within moreDirect and thus within the connected Internet and Intranet platforms.

§ 4.5 Contents

- (1) The subscriber shall be obliged to mark the information placed on the contractual Internet pages as his/her own data and to state his/her complete name and address. The subscriber is aware of the labelling obligations according to the state treaty covering media services (Mediendienststaatsvertrag) and the Teleservices Act (Teledienstgesetz) (see <http://www.iukdg.de>) and will be responsible for ensuring that the respective provisions are met.
- (2) The subscriber assures that the pictures, texts or any other copyrighted data he/she has placed in moreDirect are free of third party rights, and the subscriber indemnifies meetingmasters.de from any possible claims of third parties.
- (3) If linking is possible in the contractual Internet presentation, the subscriber shall be allowed to install one external hyperlink to an existing Internet address that belongs to a subscriber to the system.
- (4) The contractual storage space must not be used for other purposes such as the storage of files (e.g. graphic program) that need much storage space and/or are frequently required, unless meetingmasters.de has given its express consent. The prior explicit consent of meetingmasters.de is also necessary, if the subscriber intends to establish ready executable files or applications, if such files and applications cause an excessive load of the server, i.e. they considerably impair the retrievability of other data. The aforementioned provisions shall apply correspondingly to the use of e-mails.
- (5) The subscriber shall not send any data or store them on a data carrier of meetingmasters.de that due to their type or structure (e.g. viruses), size or reproducibility (e.g. spamming) may endanger the inventory or the operation of the data network of meetingmasters.de.

§ 4.6 Contractual penalties

- (1) In each and any case of infringement of the above provisions the subscriber shall commit him-/herself to paying an adequate contractual penalty, the amount of which shall be determined by meetingmasters.de as appears just (§ 315, BGB [German Civil Code]). A contractual penalty in the amount of € (EUR) 1,000 is always considered as adequate. For actions in the course of business dealings, the appropriate minimum contractual penalty shall be € (EUR) 3,000. These provisions shall apply to each infringement; no sequential nexus of serially related offences shall apply. With regard to their internal relationship, the subscriber shall indemnify meetingmasters.de from any possible claims of third parties that may result from the infringement. In particular, the subscriber will assume in advance any costs that may incur due to a legal defence of meetingmasters.de. This shall not exclude the assertion of any further claim by meetingmasters.de.
- (2) If a subscriber has infringed the above provisions listed in sections 1 to 3, meetingmasters.de shall have the right to reject Internet pages, to immediately disable and/or erase the Internet pages and links to them, to immediately block access to the Internet and/or Internet pages, and to terminate the subscriber contract immediately for good cause. In addition, criminal charges will be pressed as applicable.

§ 4.7 Obligations of the subscribers

- (1) The subscriber shall be obliged to use moreDirect and thus the connected Internet and Intranet platforms exclusively in accordance with their intended use. The subscriber shall be obliged to report disruptions of the Internet platform www.meetingmasters.de immediately to meetingmasters.de and to provide all information that is required to repair the failure. The subscriber must make known any changes in his/her name, company name, mailing address, office, e-mail address, telephone number, fax number, bank connection, and any changes with respect to his/her person (e.g. devolution upon death, universal succession).
- (2) It is incumbent on the subscriber to make backup copies of his/her data that are located on the (virtual) server of meetingmasters.de and/or shall be uploaded immediately.

§4.8 Liability

- (1) Claims for damages against meetingmasters.de as well as against vicarious agents of meetingmasters.de shall be excluded, unless meetingmasters.de or their vicarious agents have acted willfully or with gross negligence.
- (2) In the event that the (virtual) server is out of operation, liability rests primarily with the operator of the server. As far as meetingmasters.de has claims against the operator of the server, these claims shall be transferred insofar to the customer. For this reason, claims to meetingmasters.de can only be taken into consideration when the subscriber can prove that

legal action taken against the operator of the server was unsuccessful and/or enforcement of the obtained order ineffective. A previous availment of the operator of the server prior to availment of meetingmasters.de is not necessary, as far as the server operator's head offices are located outside the European Union.

- (3) meetingmasters.de is not liable for indirect losses or loss of earnings.

§ 4.9 Offsetting / Right of retention

Offsetting against claims of meetingmasters.de shall only be possible for the subscriber by means of uncontested claims and/or claims recognized by declaratory judgement.

§ 4.10 Reservation of the right of modification

meetingmasters.de reserves the right to modify services owed by meetingmasters.de, unless precluded by the purpose of the contract. Other modifications must be made in writing by separate agreement for each individual case.

§ 5 Written form clause

Modifications of and/or amendments to the contract must be made in writing. This provision shall also apply to the annulment of this written form clause.

§ 6 Jurisdiction / Applicable law

Jurisdiction and place of performance shall be the seat of the company meetingmasters.de. The same shall be valid for claims arising from documents, bills or cheques. However, meetingmasters.de shall also have the right to lodge a claim at the seat of the subscriber. Any and all contractual relationships shall be subject to German law.

§ 7 Severability

If any provision is missing in the above contract terms that is necessary for detailed explanation the statutory regulations shall apply. Should any individual provisions of this agreement be void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such case the voidable provision shall be understood in such a way that comes as close as possible to the intended purpose of this agreement. The same shall apply to any lacunae in the contract.

Trier, 02.12.2013