

General Terms and Conditions of Use and Business

hotelhero.tech was founded by Julien Schmit, Thibault Gence, and Florian Montag in 2017. Hotelhero is the online platform for hotel software that helps hoteliers get an overview of the hotel software market and provide hotels with customized software recommendations based on what similar hotels use and recommend.

§ 1 Scope of application

(1) hotelhero.tech is a service of Hotelhero GmbH, Rheinsbergerstr. 76/77, 10115 Berlin, represented by the managing director Mr. Florian Montag (hereinafter referred to as "hotelhero.tech").

(2) The present conditions (hereinafter referred to as "GTC") shall apply exclusively. Pre-formulated conditions of the user, which deviate from the present GTC, do not become part of the contract even if they are known, unless hotelhero.tech expressly agrees to their validity in writing.

(3) These General Terms and Conditions shall apply independently of the provisions, regulations and terms and conditions which users may apply to their business relationships with each other. The user is requested to inform himself about these terms, regulations and terms and conditions on his own responsibility and directly with the contractual partner chosen by him.

(4) The contract language is German.

§ 2 Amendment of the General Terms and Conditions of Business

(1) hotelhero.tech is entitled to change these GTC, if there are valid legal or economic reasons after weighing the interests of both contracting parties, e.g. in case of serious technical new developments, changes of the legal situation or jurisdiction as well as other equivalent reasons. The changed terms and conditions will be communicated to the affected party immediately in text form (e.g. by e-mail). Otherwise, changes require the consent of the user.

(2) The new GTC come into force at the earliest one month after receipt of the notification. If the user does not object to the changed GTC within this period, the changes are considered accepted by the continued use of the services of hotelhero.tech. If the user is not willing to accept the amended GTC, he can terminate the contract.

§ 3 Contractual partners, services, prices

(1) The services and performances of hotelhero.tech are exclusively addressed to entrepreneurs within the meaning of § 14 BGB, i.e. natural or legal persons or partnerships with legal capacity, who act in the exercise of their commercial or independent professional activity when concluding a legal transaction.

(2) Price and product inquiries to suppliers shall be free of charge for the party generating such inquiries to hotels and companies and for the companies.

§ 4 Use of the Website

(1) All users of the hotelhero.tech services agree not to use the hotelhero.tech internet presence or any data exchange that may take place for purposes that violate prohibitions, statutory provisions, the rights of third parties or morality.

(2) The users of hotelhero.tech's websites agree to the following in detail, but not exhaustively listed below:

- not to transmit and publish any material that is cumulatively or individually infringing, threatening, abusive, harassing, defamatory, vulgar, obscene, racist or otherwise discriminatory.
- not to create any fake profiles, i.e. profiles under a false identity and/or with inaccurate information about the person of the profile owner;
- not to use the services and internet presences of hotelhero.tech to distribute and/or advertise spam, chain letters or pyramid schemes and not to obtain and process any data (e.g. e-mail address) and/or other information without the existence of a corresponding basis of authorization (e.g. consent) of the affected parties
- not to use viruses or other technologies that could damage hotelhero.tech's services and websites or the property or rights of other users or hotelhero.tech's services.
- not to automatically access or collect any content contained on hotelhero.tech's websites by means of robots, crawlers, spiders, scrapers or other automated mechanisms, subject to the prior written consent of hotelhero.tech or the respective rights holder.
- not to subject the infrastructure of hotelhero.tech's websites to excessive load or otherwise interfere with the availability of hotelhero.tech's websites.
- not to use any device other than the functions provided by hotelhero.tech, generally available web browsers of third parties or other tools approved in advance by hotelhero.tech for navigation or search on the internet presences of hotelhero.tech.
- not to reverse engineer or decompile hotelhero.tech's websites.
- Measures taken by hotelhero.tech to restrict and/or block access to the hotelhero.tech websites cannot be circumvented.

(3) Registered users are obligated beyond the obligations from § 4 paragraphs 1 and 2:

- to ensure that the entries and messages intended for publication on the Internet presences of hotelhero.tech do not contain any components which infringe the rights of third parties such as name, copyright or trademark rights.
- to ensure that information in the login area of the website is up-to-date and, in particular, that changes to the data transmitted upon registration are promptly and independently corrected in the login area.
- to keep the access data and the personal password to the login area secret and not to pass them on to unauthorised third parties.
- to change the personal password without undue delay if the user has reason to believe that unauthorised third parties have gained knowledge of his password.

(4) hotelhero.tech reserves the right, in the event of an intentional violation of the aforementioned obligations and prohibitions, to take legal action at its own discretion and to temporarily or permanently exclude the respective user from further use of the hotelhero.tech Internet presence, which may in particular also include the deletion of profiles that have been created contrary to these GTC.

(5) The order in which companies appear on the websites of hotelhero.tech, in particular in the search results, is generated automatically and exclusively by hotelhero.tech, whereby paid partners can be presented preferentially.

§ 5 Contract Term, Termination of Contract

Contracts with hotelhero.tech are generally concluded for an indefinite period of time. Contracts for certain services (e.g. Premium Profile) run over 1 [one] year and are automatically extended by 1 [one] year if the contracts are not terminated 1 [one] month prior to the current expiry of the contract. Terminations for these fee-based services must be made in writing, whereby transmission by fax or e-mail is sufficient

to meet the deadline. The right to extraordinary termination of the contract in accordance with the statutory provisions remains unaffected.

§ 6 Intellectual Property, Indemnification

(1) Images and texts on the website for free hotel and company entries are provided directly by the presented company and must be checked for legal conformity by the company before publication. hotelhero.tech is not in a position to check these contents for legal conformity, completeness or topicality. The same applies to any necessary source/copyright references to the content published by companies.

(2) The user shall only transmit or post images and other copyrighted content if it is ensured that he or she has the rights required for the intended use.

(3) The user indemnifies hotelhero.tech already now from all claims of third parties, in particular from claims due to copyright and trademark infringements, which should be raised against hotelhero.tech in connection with the contractual use of information, data and contents provided by the user, at first request. hotelhero.tech is entitled to take suitable measures to defend itself against claims of third parties or to pursue its rights. The indemnity also includes the reimbursement of costs incurred by hotelhero.tech due to legal prosecution/defence.

§ 7 Billing, invoicing

Customers from abroad are invoiced for services without deduction of value added tax, as the service is provided abroad and is therefore not taxable in the Federal Republic of Germany. Services for advertisements of all kinds are due and invoiced at the beginning of the service activity. The agency commission (AE) is not included in all prices.

§ 8 Data protection

(1) Data protection shall be observed in accordance with the statutory provisions. Data protection for hotel and company entries is ensured by the double opt-in procedure, so that only authorized persons can administer data.

(2) Data without personal reference from free hotel and company entries will be added to value in the context of marketing campaigns with third parties. Please see our [data protection regulations](#) on the website.

§ 9 SUBMISSION OF USER RATINGS

By submitting a User Rating to our Platform, you agree to the following:

- * Your review must not violate any of these Terms of Use.
- * You may not submit any Content that you are not entitled to disclose under any law or legal agreement. You are solely responsible for the content you submit to our website.
- * By submitting Content to our Site, you grant us the irrevocable, royalty-free, non-exclusive right to use, modify, distribute, reproduce, display and publish the Submitted Content and transfer to us all right, title and interest in and to such Content, including all intellectual property rights.
- * We may edit or remove user reviews without consulting the author.
- * You acknowledge that your User Review represents your actual and accurate experience with the Product and has not been influenced in any way by the provider of the Product. You indemnify us against all claims arising out of any breach of these terms and conditions.

§ 10 E-MAIL NOTIFICATIONS

(1) By registering for a hotel/provider account, you agree to receive e-mail notifications from us. The purpose of these notifications is to keep our customers informed of new recommendations, changes to their rating page and new features in our service.

(2) Hotelhero.tech is committed to protecting your privacy. We will not share your information with other companies or institutions without your consent.

(3) You may opt out of receiving e-mail notifications by selecting the appropriate option in your panel.

§ 11 REMOVE CONTENT

11.1 Hotelhero.tech and/or the owners of the Content may from time to time remove Content from the Service without prior notice._

§ 12 Final provisions

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the relevant reference rules of German international private law and the UN Convention on Contracts for the International Sale of Goods.

(2) All legal relationships between hotelhero.tech and the user are exclusively subject to the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods. If the user is a consumer - i.e. a natural person who concludes a legal transaction for purposes which can predominantly neither be attributed to his commercial nor his self-employed professional activity - sentence 1 only applies insofar as the choice of law does not undermine the protection of mandatory legal provisions of the state in which the consumer has his habitual residence. If a user is a merchant or a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the relationship between hotelhero.tech and the user is Berlin. The same applies if the user does not have a general place of jurisdiction in Germany or if his residence or habitual abode is not known at the time the action is filed. Mandatory legal regulations remain unaffected by this.

Berlin, June 2018