

## General Terms and Conditions

### 1. General Terms and area of application

- 1.1. The following general terms and conditions (hereinafter referred to as "GTC") apply to all business relationships between

Hotel Res Bot UG (limited liability)

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Internet: <https://www.hotel-reservation-bot.de>

USt.-IdNr .: DE320052311

Managing Director Brendan May

Seat of the company: Cologne: Cologne

Register court District Court

Register number: HRB 94860

(hereinafter referred to as "**Provider**" ) and the customers (hereinafter referred to as "**Customers**", collectively also "**Parties**" ) of the provider .

- 1.2. These terms apply only if the customer is an entrepreneur. entrepreneurs is acc. § 14 BGB a natural or legal person or a legal partnership, which is a legal transaction in their commercial or independent professional activity at closing. in contrast, consumers gem. § 13 BGB any natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity.
- 1.3. The provider's terms and conditions apply exclusively. If the customer uses conflicting or supplementary terms and conditions, their validity is hereby contradicted; they will only then be contract s component if the provider has expressly consented to this.
- 1.4. Unless otherwise agreed, these terms and conditions apply to customers in the version valid at the time of the customer's order or at least in the version last communicated to him in text form as a framework agreement also for similar future contracts, without the provider having to refer to them again in each individual case .

### 2. Subject of the Contract

- 2.1. The provider provides SaaS services for the customer via the medium of the Internet in the area of the medium of the Internet in the area of software for hotel reservations by e-mail.
- 2.2. The subject of the contract is provision of the provider's software "Hotel Email Reservation Assistant Bot" (hereinafter referred to as "**software**" ) for use via the Internet. The provider is permitted to involve subcontractors in the allocation of storage space. The use of subcontractors does not release the provider from its sole obligation towards the customer to fulfill the contract in full.
- 2.3. The subject of the contract is the purchase of the contractual software by way of a permanent delivery (hereinafter "**subscription contract**"). With the subscription contract,

the provider undertakes to deliver the contractually owed software to the customer for the duration of the agreed contract period at the contractually owed time intervals.

### 3. Conclusion of the contract

3.1. The presentation and promotion of the software in the provider's online shop do not constitute a binding offer on the part of the provider to conclude a SaaS contract, but rather serve to submit a binding offer for the conclusion of a SaaS contract by the customer.

3.2. The customer first submits a non-binding offer by filling out the integrated online order form and then placing the selected software in the provider's virtual shopping cart. With the button "order with obligation to pay" the customer places a legally binding order (offer) to purchase the software contained in the virtual shopping cart. Before submitting his legally binding order, the customer can view and change his entries at any time using the usual keyboard and mouse functions. However, the customer can only submit and transmit his acceptance of the contract if he accepts these terms and conditions by clicking on the "Accept GTC" button.

3.3. Immediately after placing the order, the provider sends the customer an automatic confirmation e-mail in which the customer's order is listed again and which the customer can print out using the "Print" function. The automatic confirmation e-mail only documents that the customer's order has been received by the provider. Such a confirmation does not yet constitute a binding acceptance of the order, unless the acceptance is declared in addition to the confirmation of receipt.

3.4. A contract is only concluded when the provider accepts the customer's order

- by delivering the software ordered to the customer and the relevant point in time when the software is received by the customer, or when the customer
- requests payment after the customer has placed his order.

If there are several of the aforementioned alternatives, the alternative that occurs first is decisive for the conclusion of the contract.

3.5. The time at which the contract is concluded between the parties depends on the payment method chosen by the customer.

3.5.1. If you select the "**Stripe**" payment method, payment will be processed by the payment service provider Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter referred to as "Stripe"). As part of the payment provider Stripe, the provider offers various payment methods. During the ordering process, the customer is redirected from the provider's online shop to the Stripe website. After entering his payment data and selecting the desired payment method, the customer also confirms a payment order to Stripe by clicking the button that concludes the ordering process. The provider requests Stripe to initiate the payment transaction and accepts the customer's offer in the event that the button that concludes the ordering process is clicked.

3.6. The provider saves the contractual provisions including the terms and conditions when the contract is concluded while maintaining data protection. The provider does not make the text of the contract accessible beyond this.

- 3.7. The contract is concluded in German and English.
- 3.8. The customer must ensure that the e-mail address given by him to process the order is correct so that the e-mails sent by the provider can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the provider or third parties commissioned by the provider to process the order can be delivered.
- 3.9. If the parties have agreed special conditions, these generally do not apply to concurrent and future contractual relationships with the customer.
- 3.10. Unless otherwise stated in the statutory provisions, the provider only owes advisory and other support services if these are agreed as the main contractual obligation.

#### 4. **Software transfer**

- 4.1. The provider provides the customer with the software in the current version for the duration of this contract for a fee. For this purpose, the provider sets up the software on a server that is accessible to the customer via the Internet.
- 4.2. The current range of functions of the software results from its current service description on the provider's website at [www.hotelresbot.com](http://www.hotelresbot.com).
- 4.3. The provider will immediately remove all software errors as far as possible. An error is present if the software does not fulfill the functions specified in the service description or does not work properly in any other way, so that the use of the software is impossible or restricted.
- 4.4. There is no software error within the meaning of section 4.3. if the intention or entities are incorrectly extracted or not correctly recognized from an e-mail read by the software.
- 4.5. Fixing bugs also includes providing temporary or permanent solutions in the form of workarounds to bypass bugs in the service. The provider will introduce standard workaround solutions or problem-avoiding restrictions and inform the customer about them in good time.
- 4.6. The provider is constantly developing the software and will improve it through ongoing updates.
- 4.7. In relation to the provider's vicarious agents, the latter is solely authorized to issue instructions, unless the customer is legally entitled to issue instructions.
- 4.8. The provider will look after the interests of the customer. However, the customer is not authorized to submit and receive legal declarations that oblige the customer. A representation of the customer towards third parties by the provider requires an express written power of attorney.
- 4.9. The provider is not tied to any fixed daily times to complete his work, he has no legal obligation to appear regularly at the customer. The location of the execution of the activity is also subject to the decision of the provider, unless the location of the provision of the service is relevant to the individual task. Only if the customer's equipment, in particular work equipment, has to be used are they only available during the regular working hours in the company.

- 4.10. In addition, the provider is not subject to any instructions regarding the way work is carried out. The provider is also not integrated into the work organization of the customer, in particular he is not assigned any office space and is neither authorized to give instructions to employees of the customer nor is he bound by instructions to them.

## **5. of use**

- 5.1. The provider grants the customer the non-exclusive and non-transferable right to use the software specified in this contract for the duration of the contract as part of the SaaS services.
- 5.2. The customer is not allowed to edit the software unless otherwise agreed between the parties.
- 5.3. The customer may only reproduce the software insofar as this is covered by the intended use of the software according to the current service description. The necessary duplication includes loading the software into the main memory on the provider's server, but not even the temporary installation or storage of the software on data carriers (such as hard drives or similar) of the hardware used by the customer.
- 5.4. The customer is not entitled to make the software available to third parties for use in return for payment or free of charge without consent. The customer is therefore expressly not permitted to sublet the software.
- 5.5. The provider may name the customer as a reference on its website or in other media. The provider may also publicly reproduce or refer to the services provided for demonstration purposes, unless the customer can assert a conflicting legitimate interest.

## **6. Support**

The provider will answer inquiries from the customer about the use of the contractual software and the other SaaS services after receipt of the respective question via video conference, via remote desktop and in text form (via email). The customer can submit support requests via the provider's ticket system.

## **7. Interruption, impairment of accessibility**

- 7.1. Adjustments, changes and additions to the contractual SaaS services as well as measures that serve to identify and rectify malfunctions will only lead to a temporary interruption or impairment of accessibility if this is absolutely necessary for technical reasons.
- 7.2. The availability of the respectively agreed services according to section 2.2. this contract is 98.5% annual average including maintenance.

## **8. Obligations of the customer**

- 8.1. The customer undertakes not to store or distribute any illegal content that violates laws, official requirements or the rights of third parties on the storage space made available.

- 8.2. The customer is obliged to prevent unauthorized third party access to the protected areas of the software by taking suitable precautions. For this purpose, the customer will, if necessary, inform his employees of compliance with copyright law.
- 8.3. Without prejudice to the provider's obligation to back up data, the customer is responsible for entering and maintaining the data and information required to use the SaaS services.
- 8.4. The customer is obliged to check his data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs.
- 8.5. In order to access the SaaS services, the customer will generate a "User ID" and a password himself, as well as tokens that are required for further use of the SaaS services. The customer is obliged to keep "User ID" and "Password" as well as "Token" secret and not to make them accessible to third parties.
- 8.6. The content stored by the customer in the storage space intended for him may be protected by copyright and data protection law. The customer hereby grants the provider the right to be able to make the content stored on the server accessible to the customer when he queries it via the Internet and, in particular, to reproduce and transmit it for this purpose and to be able to reproduce it for data backup purposes.

## 9. **Remuneration and terms of payment**

- 9.1. Unless otherwise stated in the provider's description of services on the website, the remuneration indicated is total prices.
- 9.2. The customer undertakes to pay the provider the agreed monthly fee for the provision of the software. Unless otherwise agreed, the remuneration is based on the provider's price list valid at the time the contract is concluded, which under the link <https://www.hotel-reservation-bot.de/> can be viewed. The stated remuneration is in EURO and is a net price plus the statutory sales tax applicable on the day of invoicing.
- 9.3. If desired, the customer can also activate an automatic mode. If the customer wishes an automatic mode, the provider receives 3% of the net sales actually achieved by the customer using the automatic mode, less canceled bookings plus the statutory sales tax. Cancellations of bookings made directly to the customer should be reported immediately, but no later than the last day of the month. Subsequent notification cannot be taken into account.
- 9.4. Objections to the billing of the services provided by the provider must be raised by the customer in writing within a period of two (2) weeks after receipt of the invoice at the point indicated on the invoice. After the aforementioned period has expired, the invoice is considered approved by the customer. The provider will specifically point out the importance of his behavior to the customer by sending the invoice.
- 9.5. The customer can choose to pay the remuneration with the following payment methods:
  - 9.5.1. The remuneration is due for payment within 30 days without discount deduction after receipt of a proper and verifiable invoice, unless otherwise agreed between the parties. The receipt of the invoice amount on the provider's business account is decisive for the timeliness of payment. The provider reserves the right to only offer the invoice payment method up to a certain order volume and to refuse this payment method if the specified

order volume is exceeded. In this case, the provider will inform the customer of a corresponding payment restriction in his service descriptions on his website.

- 9.5.2. As part of the "payment service **Stripe**", the provider offers the customer various payment methods via the payment service provider Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter referred to as "Stripe"). The individual payment methods offered via Stripe are communicated to the customer on the provider's website. To process payments, Stripe can use other payment services, for which special payment conditions may apply, to which the customer may be informed separately. Further information about Stripe is available on the Internet at <https://stripe.com/de/payments/payment-methods-guide#zahlungsarten> or <https://stripe.com/payment-terms/legal> .
- 9.6. When the above payment period has expired, the customer is in default. Interest is due on the outstanding remuneration during the delay at the applicable statutory default interest rate. The provider reserves the right to claim further damage caused by default. The provider's claim to the commercial maturity interest (§ 353 HGB) remains unaffected against merchants.
- 9.7. The customer is only entitled to set-off rights if his counterclaims have been legally established or are indisputably linked to the main claim of the provider or are recognized by the latter.
- 9.8. The customer's right of retention is excluded, unless the customer's counterclaim comes from the same contractual relationship and is undisputed or has been legally established. A written notification to the provider is required to assert the right.
- 9.9. If, after the conclusion of the contract, it becomes apparent (e.g. through an application to open insolvency proceedings) that the provider's claim to remuneration is jeopardized by the customer's inability to perform, the provider is obliged to withdraw from the contract in accordance with the statutory provisions on refusal of performance and - if necessary after setting a deadline entitled to the contract (§ 321 BGB).
10. **Liability for defects and damage**
- 10.1. The provider guarantees the functionality and operational readiness of the SaaS services in accordance with the provisions of this contract.
- 10.2. In the event that the provider's services are used by unauthorized third parties using the customer's access data, the customer is liable for any fees incurred as part of civil liability until the customer's order to change the access data or the notification of loss or theft is received if the customer is to blame for the access of the unauthorized third party.
- 10.3. The provider is entitled to immediately block the SaaS services if there is reasonable suspicion that the stored data is illegal and / or violates the rights of third parties. A justified suspicion of illegality and / or an infringement exists in particular if courts, authorities and / or other third parties inform the provider of this. The provider must immediately inform the customer of the block and the reason for this. The ban is to be lifted as soon as the suspicion is invalid.
- 10.4. Claims for damages against the provider are excluded, regardless of the legal reason, unless the provider, its legal representatives or vicarious agents have acted with intent or gross negligence. The provider is only liable for slight negligence if one of the essential

contractual obligations has been violated by the provider, its legal representatives or executives or vicarious agents. The provider is only liable for foreseeable damage that can typically be expected to occur. Essential contractual obligations are those obligations that form the basis of the contract, that were decisive for the conclusion of the contract and that the customer can rely on to be fulfilled.

- 10.5. The provider is not liable for the loss of data insofar as the damage is due to the fact that the customer has failed to back up data and thereby ensure that lost data can be restored with reasonable effort.
- 10.6. The provider is fully liable for damage caused intentionally or negligently from injury to life, limb or health by the provider, its legal representatives or vicarious agents.

## 11. **Contract duration and termination**

- 11.1. The SaaS contract is concluded for an indefinite period. The contractual relationship begins with the registration and registration by the customer and can be terminated by both parties at any time in writing with a notice period of one (1) month to the end of a calendar month.
- 11.2. If the customer has paid for the provider's service in advance in order to benefit from any discounts from the provider, the SaaS contract is concluded for a limited period for a minimum period of the period agreed between the parties. The SaaS contract can be terminated by both parties with one (1) month's notice at the earliest at the end of the period agreed between the parties (minimum term) . If there is no termination, the contract term is automatically extended by one (1) further month, unless terminated at least one (1) month before the minimum term of the contract expires.
- 11.3. The right of each contracting party to terminate the contract without notice for important reasons remains unaffected. An important reason exists if the terminating party cannot be expected to continue the contractual relationship until the agreed termination or until a period of notice has expired, taking into account all the circumstances of the individual case and weighing the interests of both parties. The provider is particularly entitled to terminate for an important reason if the customer does not make due payments despite a reminder and a grace period or if the contractual provisions on the use of SaaS services are violated. In any case, termination without notice presupposes that the other party is warned in writing and requested to remove the supposed reason for termination without notice within a reasonable period of time.
- 11.4. Notice of termination must be in writing or in text form (a letter sent by post or by email).

## 12. **Data protection and confidentiality**

- 12.1. The provider collects and stores the customer data necessary for business transactions. When processing the personal data of the customer, the provider complies with the statutory provisions. The provider is entitled to transmit this data to third parties commissioned with the execution of the order, insofar as this is necessary for the fulfillment of the contract. Further details can be found in the provider's data protection declaration, which can be found in the online offer.

- 12.2. The provider undertakes not to process personal data without authorization. Personal data may therefore only be processed if consent has been given or if a legal regulation permits or prescribes processing.
- 12.3. If and to the extent that the provider processes personal data of the customer in the context of the provision of services, the parties will conclude a customary market agreement for the processing of data in accordance with Art. 28 GDPR before processing begins.
- 12.4. Upon request, the customer receives information about the personal data stored on him at any time.
- 12.5. In addition, the statutory data protection provisions apply, in particular the General Data Protection Regulation (DS-GVO), the new version of the Federal Data Protection Act (BDSG-new) and the Telemedia Act (TMG).
- 12.6. The provider undertakes to maintain the strictest confidentiality about all confidential processes, in particular business or trade secrets of the customer, of which he is aware in the course of the preparation, implementation and fulfillment of this contract and neither to pass them on nor to exploit them in any other way. This applies to any unauthorized third party, i.e. also to unauthorized employees of both the provider and the customer, provided that the disclosure of information is not necessary for the proper fulfillment of the contractual obligations of the provider. In cases of doubt, the provider will obtain consent from the customer prior to such disclosure.
- 12.7. The provider undertakes to communicate with all employees and subcontractors used by him in connection with the preparation, implementation and fulfillment of this contract with in Section 12.4. to agree on a regulation with the same content.

### **13. Changes to the terms and conditions**

- 13.1. The provider reserves the right to change these terms and conditions at any time without giving reasons, unless this is unreasonable for the customer. The provider will notify the customer of changes to the terms and conditions in writing in good time. If the customer does not object to the validity of the new terms and conditions within a period of four (4) weeks after notification, the changed terms and conditions are deemed to have been accepted by the customer. In the notification, the provider will inform the customer of his right to object and the importance of the objection period. If the customer objects to the changes within the aforementioned period, the contractual relationship continues to exist under the original conditions.
- 13.2. The provider also reserves the right to change these terms and conditions,
- insofar as he is obliged to do so due to a change in the legal situation;
  - insofar as he thereby complies with a court judgment or an official decision directed against himself;
  - as far as he introduces additional, completely new services, services or service elements that require a service description in the GTC, unless the previous usage relationship is adversely affected by this;
  - if the change is only beneficial to the customer; or

- if the change is purely technical or process-related, unless it has significant effects on the user.

13.3. The customer's right of termination remains unaffected.

#### 14. **Final provisions**

14.1. The law of the Federal Republic of Germany applies to these terms and conditions and the contractual relationship between the parties, excluding uniform international law, in particular the UN sales law.

14.2. If the customer is a merchant within the meaning of the Commercial Code, an entrepreneur within the meaning of Section 14 BGB, a legal entity under public law or a special fund under public law, the exclusive - also international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the provider's place of business in Cologne. In all cases, the provider is also entitled to take legal action at the place of performance of the performance obligation in accordance with these terms and conditions or a priority individual agreement or at the customer's general place of jurisdiction. Overriding statutory provisions, in particular those relating to exclusive responsibilities, remain unaffected.

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