

General Terms and Conditions of hotelbars.com for hotel bar profiles

1. Definitions and scope of application

1.1. These General Terms and Conditions shall apply for all contracts between the SalesBridge GmbH, Am Hang 1, 90491 Nuremberg („hotelbars.com“), which runs the portal hotelbars.com and the hotel bar respectively the correspondent company („customer“) that has booked a profile entry („profile“) with costs on a website of hotelbars.com. The customer and hotelbars.com are together „the parties“.

1.2. These General Terms and Conditions are only relevant for services and obligations between hotelbars.com and its customers. Any deviating terms of business would be contradicted. Differing contractual agreements are only binding for the parties when they have been concluded in writing and signed by the two parties.

2. Profile

2.1. The profile will be created and published online by hotelbars.com at the latest five working days after the conclusion of the contract. If the customer do not provides data or materials that go beyond the basic data or materials, hotelbars.com creates the profile on the basis of the data available. Changes on the profile can be effected without supplementary costs by means of the customer service.

2.2. The customer permits anwalt.de the utilisation of the supplied data, especially text and image material, for the creation of the profile and therefor grant hotelbar.com the necessary rights to use. The customer assures the actuality, correctness and completeness of the data provided on his website.

2.3. The customer receives access to a personal login area. The customer is not entitled to claim the publication of certain contents or a certain form of the presentation of his profile. Especially hyperlinks that refer to websites outside www.hotelbars.com can be deleted by hotelbars.com.

2.4. hotelbars.com assigns every profile an individual web address („short link“) in the form www.hotelbars.com/[NAME]. Short links can be adapted subsequently even without the agreement customer's consent. The customer will be informed about the adaption of the short link.

2.5. The customer is obligated to verify the profile regularly during the complete contract duration with regard to the completeness and correctness of the content and to notify hotelbars.com immediately of any errors in this respect. He shall notify hotelbars.com instantly of any relevant changes (for example the hotel bar address, the phone number, bar features etc.).

3. Copyright and usage rights

3.1. The customer should not infringe the applicable law, moral standards and/or these General Terms and Conditions by publishing texts, images and videos on his profile at hotelbar.com. He must especially respect the rights of third parties (right to a name, copyright, right to data protection etc.). He is obligated to notify hotelbars.com instantly of any

potential rights violation. In the case of violations of any legal regulations or these General Terms and Conditions hotelbars.com reserves the right to delete the respective content immediately or to block the complete profile instantly in particularly serious cases.

3.2. The customer grants anwalt.de free of charge the simple, transferable, exclusive and unrestricted right in terms of time, place and content to use texts, images or videos which he uses to illustrate his profile. This also applies for content where he has granted hotelbars.com from the time of the conclusion of the contract the right to use and copy this content for commercial purposes, to modify it within the framework of the personal and copy rights and make it accessible to the public. An unrestricted transfer of these usage rights to partner websites in order to increase the online reach is also granted to hotelbars.com.

3.3. The customer affirms and guarantees that he is permitted to use the texts and other digital materials with the foregoing subsections which he has transmitted to hotelbars.com in order to create and illustrate his profile and whose rights of use he has transferred to hotelbars.com. He also affirms that no rights of third parties are infringed.

3.4. As far as texts and other contents are created by employees of hotelbars.com for the customer, all copyrights and rights of use remain with hotelbars.com. A usage outside the profile is only permitted after the explicit written authorisation of hotelbars.com.

4. Limitations of liability

4.1. hotelbars.com is not responsible for the non-performance of contractual duties as far as they are based on a reason which is outside its sphere of influence (natural disaster, war, import and export bans, obstacles in the area of responsibility of the customer respectively the online video portals he chosen etc.). Agreed performance periods is deemed to be extended accordingly. If the reason lasts more than two months, the contractual parties can terminate the contract without notice on an extraordinary basis.

4.2. hotelbars.com takes all reasonable technical and personnel precautions to help to avoid server or system crashes as far as possible. However, 100% accessibility cannot be guaranteed. In the case of a temporarily inaccessibility of the website www.hotelbars.com and/or the profile, hotelbars.com will make all efforts to solve the problem occurred. Warranty or damage compensation claims because of such crashes are excluded. The grace period for hotelbars.com in the case of other warranty claims shall be one week after the notice of defects by the customer to hotelbars.com. After unsuccessful expiry of the deadline the customer will be entitled to the further rights. hotelbars.com is liable without limitation for damages resulting from intentional conduct or gross negligence, for slight negligence only in the case of a violation of essential contractual obligations in a way that jeopardises the purpose of the contract. The liability is in any case limited to the maximum amount of € 5.000,- depending on the case of damage. Further rights and claims are excluded. This applies particularly for the compensation of indirect damages (lost

profits, consequential damages etc.) Claims due to damages on health, life and limb remain unaffected by the above limitations of liability.

5. Contract period, cancellation, prices and payment

5.1. The contract shall be extended by the originally agreed period, as long as it has not been terminated at least one month before the expiry of the contract period with a written notice of termination. The right to an extraordinary termination of the contract remain unaffected.

5.2. The prices agreed between the two parties apply. Hotelbars.om reserves the right to reasonably raise the prices due to increased production or distribution costs or an expansion of services. Prices changes will be communicated. They do not affect the ongoing contract period, but they entitle to an extraordinary termination of the contract if an ordinary termination could not more be effected until the maturity date.

5.3. The invoice amount for the complete duration of the contract has to be paid at the beginning of the respective contract period after the reception of the invoice. The rights of retention and offsetting by the customer are excluded. In the case of a delay of payment of the customer hotelbars.com reserves the right to terminate the contract extraordinary after an unsuccessful request for payment for two times.

6. Final clauses

6.1. hotelbars.com reserves the right to modify these General Terms and Conditions. Modified Terms will be communicated 6 weeks before they are taking effect by e-mail to the customer's registered e-mail address. If the customer do not disagree to this notification within 6 weeks, the modified GTC shall be deemed to be approved. Hotelbars.com points this fact out and reserves the right to terminate the contract in the case of an objection with due regard to the customer's legitimate interests or to continue it under the application of the ancient GTC. The customer is not entitled vis-à-vis hotelbars.com to claim a certain proceeding.

6.2. The parties are obligated to maintain silence concerning the regulations of the contract, its execution and circumstances related to the contract even after its termination.

6.3. Services which hotelbars.com provides in the individual case as a gesture of goodwill do not justify a legitimate claim on further service of such a kind.

6.4. Any modifications, additions to and cancellation of the contract must be made in writing. The same shall apply to any waiver of this written-form requirement. Should some single provisions of these GTC be ineffective, either completely or partially, the effectiveness of the contract as well as the other regulations remain unaffected.

Instead of the ineffective provisions shall be agreed a provision that come closest to the meaning and purpose of the inapplicable provision. German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Court of jurisdiction for disputes concerning this agreement is – as far as admissible – Nuremberg.

SalesBridge GmbH

Nuremberg, Mai 2015