

## General terms and conditions for hotels (contractors)

These are the general terms and conditions (hereafter "GTC") of the Mice access GmbH regarding the use of the software MICE access 2.0 (hereafter: "online-portal"). The GTC rules: the contract relation between MICE access and the natural and juristic persons, using the services of MICE access (incl. the partner agencies, are called subsequent also "clients". Members (customers) who place in the online-portal enquiries and bookings, are called subsequent also "clients". Whilst using the services of MICE access a contract, applying to these GTC, of the usage for the online portal ("user contract") with MICE access and the relevant user comes into force.

### Right of Withdrawal

Every member can withdraw his declaration of consent respective to the conclusion of a contract and to these GTC within two weeks in written, without naming any reasons (as letter, fax, E-mail). The deadline begins with the contacting and usage of the services of MICE access (including partner agencies). In order to ensure the deadline the sending of the withdrawal in due time is sufficient. The withdrawal is to be addressed to: MICE access GmbH, Grüner Weg 63e, D-22851 Norderstedt, or via E-Mail to: [info@mice-access.com](mailto:info@mice-access.com). This right of withdrawal relates only to the user contract. MICE access points out that confidentiality for uncoded in the internet transferred data is not ascertained.

### **§ 1 Service**

MICE access and the partner agencies procure the clients hotel and congress rooms for exhibitions, congresses and business trips. At this MICE access (incl. Partner agencies) acts solely as broker for a business between customer and contractor. The reservation- such as accommodation contract is effected directly between the client (customer) and contractor (hotel).

### **§ 2 fees**

For the arrangement of a booking from the client to the contractor MICE access charges the contractor in case of success a commission, which is due within 14 days after issuing the invoice. The commission can be chosen by the contractor whilst giving the offer and amounts between 8% and 15% of the overnight stay of the booked hotel room (lodging rate excluding VAT.) or on booked congresses between 5% and 15%. The commission is then due, if a business for the contractor has been arranged and there is an entitlement for payment by the customer. (generally after departure of the hotel guests.) If there is a separate contract of commission between MICE access and the contractor, then the rates of commission agreed in same are to count.

### **§ 3 Rules of conduct for contractor und dismissal**

Members, who disregard these GTC, valid rights or any other, for or in view of MICE access relevant circumstances, can be blocked by MICE access permanently or for a period of time. In the case of a blocking MICE access can delete the uploaded contents.

MICE access can block a member, especially if:

- The member makes wrong details in respect to his personal data
- The member infringes rights of third parties whilst using MICE access
- There are justified indications of financial difficulties of the member
- There are secondary agreements after an enquiry between client and contractor, without any previous allowance by MICE access.
- There are other important reasons for a blocking

It is prohibited for blocked members, to continue using MICE access or to reregister whilst using another name. In the case of a blocking MICE access limits the scope of using of MICE access for the blocked member. Blocked members can only use MICE access after the blocking has been cancelled. MICE access is not liable for damages occurring due to the blocking. There is no entitlement for the member to have his rights of use restored during the case of a blocking. MICE access reserves its rights to cancel the contract of use of blocked members at any time.

### Penalty for misconduct by the contractor

Already in the enquiry status of the entered enquiry of the customer, the enquired contractor is named the company name of the customer. It is strictly prohibited for the contractor to contact the customer during the enquiry status in order to influence the realization of the enquiry. Existing frame or company contracts between the customer and contractor are not taken into consideration. The customer is only permitted to be contacted after a firm booking by the chosen contractor. In case of an infringement of this rule, the contractor will be charged a penalty amounting to the expected commission of the business by MICE access. Secondly the contractor will be excluded from MICE access.

### **§ 4 Offers and bookings**

MICE access solely acts as broker. A liability for the content, procedure or the payment of the event or the booked overnight stays in the hotel is in any case excluded. The customer has the right, after the firm booking via MICE access, to provide the booked hotel all requested date for the booking. The contractor is obliged to send the customer, after the group or meetings booking (MICE access groups and MICE access meetings) via the online portal a confirmation of reservation with details in respective to the payment and cancellation. This should be reconfirmed by the custom in written. The event or accommodation contract is concluded directly between the contractor and the client. MICE access is not liable for any damages occurred to the hotel in any way by the event or the customer. MICE access has no influence for the contents in the offers sent by the contractor. The liability for correct details in the offers is in any case excluded. Every offer, shown in the online portal, is non-binding.

If the booking of the customer is done via the individual booking module MICE access individual, the differing GTC from our partner Booking.com apply. These are directly visible whilst performing the individual bookings.

## Published media

The contractor confirms with the publishing of media (pictures, texts, videos) on the websites of MICE access, that the publishing does not infringe the rights of third parties and that the contractor is the holder of the copyrights of the published media and allows MICE access unrestricted right of use for the relevant media.

## **§ 5 Applicable law, written form, place of jurisdiction**

The using of the online portal is liable to the valid laws of the federal republic of Germany and these GTC. All explications, in context to the future's with MICE access concluded user contract, have to be sent in written or via email. MICE access reserves the right to change the above mentioned email address at the own discretion. In such case MICE access informs the member about the change of the email address. If the user is a consumer, then the user contract and the GTC are liable to the law of the federal republic of Germany, as long as these not opposed to cogent statutory regulations, especially consumer protection legislation.

## **§ 6 Duration of contract and termination**

The contract is concluded for an unlimited period of time and can be terminated by both contract partners within a deadline of 14 days to the end of the month. The right of a termination due to an important reason, especially during a breach of the conduct remains hereby unaffected. The entitlement of the agreed commission remains also for MICE access after the termination.

## **§ 7 Disorder of the online portal**

Members are not allowed to use mechanism, software or other scripts, which could disorder the functionality of the online portal. It is not allowed, to block by MICE access generated contents, to overwrite or to modify or in any other way to intervene distractive in the online portal. Members are furthermore not allowed, to take steps, which could lead to system interferences to the infrastructure of MICE access.

## **§ 8 copyright**

All rights regarding MICE access – this includes all relations, conditions, descriptions, data, procedures and knowhow – are solely for MICE access. Same counts for all copyrights, trademarks and all other immaterial rights to and regarding MICE access. On MICE access uploaded content are not allowed, without any permission of the copy right owners, to be copied or circulated. Every form of copy, reproduction or any other case of imitation is without any explicit consent via MICE access prohibited.

## **§ 9 Taking over of the contract by third parties**

MICE access has the right, with an advance notice of four weeks, to transfer his right and obligations of the with the members concluded contract relationships in total or partly to third parties. The right of the member to terminate the user contract as per § 6 remains also in this case

## **§ 10 Data protection**

In order to duly proceed the placing of order, especially to ensure the notification obligations as per these GTC, it is of need, to save and process personal data of the members. MICE access ensures the confidential handling with this data as a measure to the legal regulations. The members of the online portal explicitly agree to the saving and processing of their data. Each member can look at his saved data and change these at any time. If contact details are transferred to the contractors, then are these data not allowed to be used for any other purposes, as to give offers in terms of this online portal, especially the forwarding of such data to third parties is not allowed. By request the personal data will be deleted. With the deletion of the personal data the usage of the online portal can be limited or excluded.

The member is informed that the details that he gives within the present contract relationship (especially name, address, email address and phone number) to MICE access are sourced, processed und utilised in an automated procedure to the extend required for the **substantiation**, arrangement or amendment of the contractual relationship. MICE access acquires personal related data, in order to proceed your enquiries secure and reliable. Personal related data is only made accessible enough, as needed for the use of MICE access. (such as forwarding the address data to interested contractors after placing the enquiry) MICE access uses your data to support your enquiries, or your order process and to communicate with you. Your data is of need to offer you services and support, to keep you updated with present enquiries and to personalize MICE access such as to fit your needs.

Mice access is principally allowed to process and use personal related data internally, in order to uncover and to prevent performances which are unlawful or contrary to contract, insofar as there is concrete evidence. The messages, sent via MICE access, from members to other members are saved by MICE access and are randomly tested for offences unlawful or contrary to the general terms and condition of MICE access.

## Usage of facebook plugins

On the Internetsites of MICE access GmbH plugins of the social network facebook.com are used which are run by the Facebook Inc., 1601 S. California Ave, Palo Alto, CA 94304, USA ("Facebook"). If you access a, with such a plugin provided website on our internet presence, then a connection to the facebook server will occur and the plugin will be shown in your browser on the internetsite. Hereby it is transmitted to the facebook server which ones of our internet sites you have visited. If you are logged in at facebook as a member, then facebook allocates this information to you facebook account. Whilst using the plugin functions (such as clicking the "I like" buttons, giving a comment) these information will be accessed to your face book account, which you can only prevent whilst logging out prior usage of the plugin. Detailed information to the collection and use of the data via facebook, your rights regarding this and possibilities for protection of you privacy can be found in the data protection notice of facebook.

## § 11 changes to these GTC, severability clause

MICE access reserves its rights to change these GTC at any time and without naming any reasons. The changed GTC, are considered to have been accepted, as long as the member does not dissent the validity of the new GTC within 2 weeks via Email. MICE access will point out the two weeks deadline to the member in the mail, which includes the changed conditions. Should any of the provisions of these conditions or of other terms agreed be or become void, the validity of the remaining parts of these conditions shall not be affected. The contract partners are obliged to replace a void or inexecutable condition with such a condition that covers the meaning and purpose of the void and inexecutable condition as per the both parties economical wishes at most.

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