

## General Terms and Conditions

The company meetingmasters.de, Dipl.-Kfm. [M.B.A.] Christoph Schwind, Max-Planck-Str. 22, 54296 Trier, is an unrestricted and independent vendor of services for hotels and hotel customers. 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. The main focus of the services of meetingmasters.de is the independent procurement of hotels or locations for meetings, seminars, conventions, conferences, trade shows, incentives, events or the like. At the request of customers, and for the respective customer, meetingmasters.de searches for the hotel/location appropriate for it in regard to its event profile or requirements profile. The search is performed based on the precise requirements of the respective customer. Various hotels/locations are contacted for each event. The hotels/locations submit offers to meetingmasters.de to be passed on to the customers.

Important components of the offers that are passed on to customers are, among others,

- Rooms for overnight stays (number / length of time / price)
- Meeting rooms (number / length of time / price)
- Food & Beverage / Catering (number / type / price)
- Option (the precise date through which the hotel / the location is bound to the offer)

In exchange for the agency work of the meetingmasters.de company, the hotel/location is obligated to pay an agency commission for all hotel services paid for. Even revenues from cancellation fees are hotel services paid for in terms of these terms and conditions. The amount of the agency commission is 12% (plus applicable value added tax) of all services paid for. The basis for the determination of the commission is the final net amount invoiced (before value added tax) on the respective hotel invoice.

If the hotel/the location participates in moreDirect, the web-based sales and marketing system for meeting hotels and locations, the compensation for all of the services (advertising services, acting as an agent for hotel sales from direct inquiries from customers via the online tool moreDirect at [www.meetingmasters.de](http://www.meetingmasters.de) or other connected Internet or Intranet platforms, agency work by the account manager of the company meetingmasters.de – possibly using moreDirect) will be based on the respective agreements made in the individual contract. If there is no agreement there regarding the agency commission, the provisions mentioned above apply.

Companies, associations and public institutions that have concluded a corresponding contract with meetingmasters.de can query and book additional services via moreDirect at rates not subject to a commission (e.g. because negotiated in advance). These services and rates will be marked as commission free vis-à-vis the hotel when the query is placed. meetingmasters.de will not charge any commissions on the payments for these hotel services.

Commission payments are generally due immediately after settlement of the hotel account by the customer and billing by meetingmasters.de. For this purpose, the hotel/the location will make a copy of the invoice to the customer available to meetingmasters.de with a note that the invoice has been settled by the customer.

If no individual contractual framework agreement exists, the dispatch of the offer designated for the respective customer is considered acceptance of the agency agreement, including our contract terms and conditions.

By accepting the agreement, the hotel/the location also confirms that our customer could not have obtained a lower price even by booking directly.

Agreements, and hotel agreements, room allocation agreements, hotel bookings and agreements that exceed a total of EUR 500.00 in particular, may be made only by the owner, Mr. Dipl.-Kfm. [M.B.A.] Christoph Schwind.

The company meetingmasters.de acts solely as an agent. It is therefore not a party to agreements entered into between the hotel/location and event customer, and has no influence on the quality, safety or legality of the services offered by the hotel/location, or the ability of the hotel/locations to fulfill claims established by contract. The company meetingmasters.de is not liable for any of the customer's debts. Apart from that, the company meetingmasters.de is liable

- in full in the case of its own gross negligence, and that of its senior executive, and
- on the merits in the case of each culpable breach of material contractual obligations and
- apart from such obligations, also on the merits for gross negligence by ordinary vicarious agents, unless the company meetingmasters.de is able to discharge itself thereof by virtue of the custom of the trade,
- in the latter two groups of cases, in an amount as compensation with respect to unforeseeable losses.

Contrary terms and conditions and verbal ancillary agreements have no validity.

### § 1 Definitions

Subscribers to moreDirect, the web-based sales and marketing system for meeting hotels and 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 § 2 of these terms and conditions.

## § 2 Acquisition of a subscription

An initial prerequisite for acquiring a subscription is transmission of a completed registration form that has been legally signed in a legally binding manner. This form is accessible at [www.meetingmasters.de](http://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 email), but no later than upon payment of the first invoice.

## § 3 Password

- (1) With the confirmation letter, each subscriber will receive its own password that it needs in order to log in.
- (2) Each subscriber is responsible for its own password. It must ensure the confidentiality and the proper use of the password. If a subscriber violates the duty of confidentiality in handling its password, it can derive no claims against meetingmasters.de as a result of the improper use of the password. It 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 its password is being used by another person ("improper use"), it must notify meetingmasters.de immediately.
- (4) The original password loses its validity with the notice of improper use abuse; the subscriber will receive a new password upon request.

## § 4 Term of contract and notice of termination

- (1) The minimum term is 12 months.
- (2) After the first 12 months the term of contract shall be extended automatically for another year, unless the subscriber relationship is terminated by the subscriber and/or meetingmasters.de with a notice period of 8 weeks prior to the termination of the minimum contract term. The period of notice shall apply accordingly to all subsequent extensions.
- (3) The parties' extraordinary right to give notice shall remain unaffected.
- (4) Contract termination must be made in writing.

## § 5 Registration of a domain

- (1) meetingmasters.de activates subdomains on behalf of the subscriber. The subdomain is activated by means of a customer ID that is handed out by meetingmasters.de. meetingmasters.de reserves the right to modify the respective subdomain at any time. The modifications will, however, not have any impact on the findability of the entry in moreDirect and thus in the connected Internet or intranet portals. meetingmasters.de will not check whether any labeling rights of any third parties will be infringed by the setting-up of the subdomain. meetingmasters.de shall take over the domain administration and the name service of the master domain meetingmasters.de.
- (2) In the event that the subscriber relationship is terminated, the subscriber shall disclaim in advance the enforcement of any labeling rights he/she may have obtained due to use, unless a subsequent use by meetingmasters.de and/or its contracting partners will infringe the fair practices of industry and trade.

## § 6 Hosting

- (1) Particularly the type, scope, and location of the storage space of the homepage shall be determined by the provisions of the contract and/or subsequent amendments that can be made by meetingmasters.de as appears just.
- (2) If and to the extent that the data of the subscriber's homepage are protected by copyright, copyright for works of art, trademark act and/or other protective rights, the subscriber declares that he/she owns these rights, and if it is in form of secondary rights derived from the above-mentioned rights. For the duration of the subscriber relationship and/or the operation of the Internet platform [www.meetingmasters.de](http://www.meetingmasters.de) and limited to the location of the respective own or possibly virtual server of meetingmasters.de (for backup copies: at the storage place) the subscriber shall grant meetingmasters.de the non-exclusive right to reproduce the above mentioned data for the purpose of this subscriber contract on the server, on another server that is used for mirroring, and on an adequate number of backup copies that is to be determined by meetingmasters.de as appears just. For the period the Internet platform [www.meetingmasters.de](http://www.meetingmasters.de) is operated and/or limited to the term of the subscriber relationship the subscriber shall grant meetingmasters.de the inalienable, global, non-exclusive right to make the above mentioned data accessible to the public via the Internet platform [www.meetingmasters.de](http://www.meetingmasters.de) and/or all further connected platforms in such a way that public users have access to the homepage from any place and at any time they choose. If any such data are preserved in cache memories of third parties beyond the operation period of the Internet platform [www.meetingmasters.de](http://www.meetingmasters.de) and/or beyond the term of this subscriber relationship, the storage of such data shall no longer be assigned to meetingmasters.de once the Internet platform and/or subscriber relationship have ceased to exist.
- (3) The server space provided by meetingmasters.de is situated on an own and/or outside server that will have to be serviced four days a month. Consequently, meetingmasters.de shall not be liable for any downtimes of the server, if they do not exceed four days per calendar month.

- (4) The subscriber shall not be entitled to leave part or total of the storage space that is the subject matter of this contract to a third party for use, neither free nor against payment, unless meetingmasters.de has given its prior written consent.
- (5) Neither the provision of access to the Internet for the subscriber nor the insertion of the information material for the Internet entry of the subscriber granting worldwide access of the public to the material shall be the subject of this subscriber contract.

#### **§ 7 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.

#### **§ 8 Remuneration**

The prices for the services of meetingmasters.de and the payment terms shall be determined in accordance with the applicable list of services or individual agreements.

#### **§ 9 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 labeling obligations according to the state treaty covering media service (Mediendienststaatsvertrag) and the Teleservice Act (Teledienstgesetz) (see <http://www.iukdg.de>) and will make sure at his/her own responsibility 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 parties' 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 callability of other data. The aforementioned provisions shall apply correspondingly to the use of emails.
- (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.
- (6) In each and any case of infringement of the above provisions the subscriber shall commit him-/herself to pay an adequate contractual penalty, the amount of which shall be determined by meetingmasters.de as appears just. 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 on first request from any possible claims of third parties that may result from the infringements. In particular, the subscriber will assume in advance any costs that may incur due to a legal defense of meetingmasters.de. This shall not exclude the assertion of any further claim by meetingmasters.de.
- (7) 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.

#### **§ 10 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 disturbances of the Internet platform [www.meetingmasters.de](http://www.meetingmasters.de) immediately to meetingmasters.de and to provide all information that is required to repair the failure. The subscriber must inform about any change of his/her name, company name, mailing address, office, email 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) sever of meetingmasters.de and/or shall be uploaded immediately.

## **§ 11 Liability**

- (1) Claims for damages against meetingmasters.de as well as against vicarious agents of meetingmasters.de shall be excluded, unless the legal representatives and/or the management employees of 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 for more than four days in one calendar month for reasons that are the responsibility of meetingmasters.de, liability rests primarily with the operator of the server (secondary liability). For this reason, claims to meetingmasters.de can only be taken into consideration when the subscriber can prove that prior claims were enforced by legal action against the operator of the server, who will be named by meetingmasters.de, if necessary. This clause shall not apply if the operator of the server is bankrupt at the time, when the failure occurs, or if the server's head offices are located outside of the area to which the treaties of the European Union apply, and/or if it seems to be inadequate for other reasons to refer to the provision that claims should primarily be made to the operator of the server. The above provisions shall apply analogously to all other cases of liability caused by vicarious agents of meetingmasters.de. If meetingmasters.de is liable for willful or grossly negligent behavior of its vicarious agents in accordance with the above-mentioned terms, liability shall be limited to predictable damages typical to the contract.

## **§ 12 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.

## **§ 13 Reservation of the right of modification**

meetingmasters.de reserves the right to modify services owed by meetingmasters.de according to normal trade practice. Modifications that are not in accordance with normal trade practice shall be permitted, if they present an equal or higher value to the subscriber and/or if the modifications are insignificant. Other modifications must be made in writing by separate agreement for each individual case.

## **§ 14 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.

## **§ 15 Venue / Applicable law**

Venue 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 checks. 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.

## **Special terms for the provision of domains**

### **§ 1**

Unless the Special terms for the provision of domains that follow below include any diverging terms, the General Terms and Conditions of meetingmasters.de shall apply.

### **§ 2**

- (1) The subject of these special terms is the domain query, the generation and delivery of an application fully completed in accordance with the specifications of the respective registration agency in order to apply for the domain desired by the contracting party against payment.
- (2) meetingmasters.de will not assume any guarantee for the availability of the desired domain. Moreover, meetingmasters.de will not check whether the desired domain name infringes any rights of third parties, notably trademark rights and/or rights to a name.

### **§ 3**

The contracting party shall be obliged to cooperate. The contracting party must provide all information meetingmasters.de requests on the form. meetingmasters.de will not check the contents of this information.

### **§ 4**

meetingmasters.de will strive to process the complete documents as quickly as possible. Deadlines for processing and particularly for the delivery of the application shall only be binding, if meetingmasters.de has confirmed them in writing.

### **§ 5**

The amount to be paid shall be determined by the respective applicable rates or the remuneration defined in the individual contract. Invoices are due immediately without deduction. The domain is released upon receipt of payment. If payment is delayed meetingmasters.de shall have the right to disable a domain. For disablement and restoration of access a lump-sum payment of € 75,00 (plus VAT) shall be considered as agreed.

**§ 6**

In the event that the contracting party is asked by a third party to give up an Internet domain because it (purportedly) infringes any rights of a third party, the contracting party shall inform meetingmasters.de immediately. In such a case, meetingmasters.de shall have the right to renounce the Internet domain on behalf of the contracting party. The contracting party hereby indemnifies meetingmasters.de from any claims for damages of third parties resulting from the inadmissible use of an Internet domain.

**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 gaps in the contract.

**Trier, November 16, 2009**