

Holidu.com
General terms and conditions

Holidu is a service of Holidu GmbH, Riesstrasse 24, 80992 Munich, Germany (hereinafter "Holidu"), which enables users to search for tourist accommodation such as apartments, cottages and hotel rooms and other related third-party services and to compare prices, inquire or book directly with third parties.

I. Scope, contract language

1.1. The present general terms and conditions ("Conditions") apply to all services which Holidu directly or indirectly provides to the user, via the internet, email or by phone, no matter on which device (e.g. PC, phone) and through which of the corresponding domains (www.holidu.com/de/at etc.) the Holidu user accesses the service.

1.2. The terms and conditions exclusively apply; standard user conditions which differ from the present terms and conditions are not part of the contract, unless Holidu agrees to their validity explicitly and in writing.

1.3. These Conditions apply regardless of the provisions, regulations and terms and conditions that may be set by third parties regarding contractual relationships with the User. It is the sole responsibility of the user to save or otherwise retain the rules, regulations and terms and conditions of the third party or the external portal through which the booking is made. Holidu has no influence upon the rules, regulations and terms and conditions of third-parties.

1.4. The language of the contract is German.

II. Object of the contract, scope of services

2.1 General

2.1.1. Holidu charges no fees to users for use of the site.

2.1.2. However, Holidu exclusively provides its service to non-commercial users for personal use. In particular, the user is not permitted to copy, distribute, transfer, assign, sell, use, display, publicly perform, reproduce, publish, license or change any information, software, products or services, which are available or visible through the site.

2.2. Use of the site as an information, search and comparison portal

2.2.1. The user is able to use the website to search for accommodation and support services from third-parties based on self-selected parameters and to obtain further information on selected accommodation, in particular, characteristics such as equipment, location, exterior, customer rating, price, availability etc. The user can compare selected accommodation options side by side. User-selected services may link **to external third party sites** when necessary to make direct inquiries or bookings. In these cases Holidu is responsible for the technical transmission of user submitted information to the external site.

2.2.2. Holidu is not involved in bookings made by the user with third parties, and therefore does not store the respective agreements. All users are strongly recommend to ensure permanent storage of booking information and agreements made with third parties.

2.2.3. In individual cases and upon request the Holidu team will, if necessary, support the user by phone or e-mail to use the search function. However, this is not an entitlement of the customer.

2.3. Transmission to third-parties

2.3.1. By filling out and sending the booking form **on the Holidu website**, the user instructs Holidu to mediate provision of accommodation, travel or other services. Holidu provides the service not on its own behalf, but on behalf and on account of the respective third party.

2.3.2. After selecting a service and any additional options (e.g. extra bed), the user is prompted to enter their personal data, in particular their name and e-mail address. After selecting a payment method accepted by the third-party, the customer creates a binding contract offer to the third party by clicking the "book now" button designated on the overview page. Until the booking form is sent, the user can use the normal functions of the device or browser (e.g. "back button") to correct the data entered or completely cancel the process. When the user clicks on the book now button, Holidu forwards the user's booking request to the third party and immediately confirms successful transmission of the booking request with the third party to the user via email. This confirmation does not lead to a contract between the user and third party. Corresponding acceptance or rejection statements are separately and directly sent by the third party to the user.

2.3.3. The user is asked to carefully fill in the required fields of the booking form (especially personal information, contact information such as email address, payment data). Incorrect information can lead to errors in mediation of the agreement or with the contract with the third party, for which the user is then responsible.

2.3.4. The agreement and booking data are stored temporarily during mediation of the agreement by Holidu, but are not accessible to the user through the Internet. The user is advised to ensure reliable storage of booking data and the agreement text.

2.3.5. Upon mediation by Holidu of booking of accommodation, travel or other services, a contract is exclusively concluded between the third party and the user. Holidu is not part of this contractual relationship and does not itself provide accommodation, travel or transportation services to the user. For the proper delivery of a service, irrespective of the legal nature, only the third party provider is responsible to the user. All rights arising in connection with the reservation made by the user are directly between the third party as party to a contract and **cannot** be cause for any claims against Holidu. This also applies to existing statutory rights or other rights voluntarily granted by the third-party such as withdrawal and rescission rights or other statements that concern the contractual relationship or the service relationship of the user to the third party (e.g. notification of defects).

2.3.6. Unless Holidu is not subject to a corresponding contractual obligation by express agreement with the user, Holidu does not guarantee the realization of the third-party contract resulting from the booking request made by the user.

III. Payment notes

Payment for the arranged services can take place in any form accepted by the third-party. The individual payment (and any applicable charges to the user for the choice of payment method, any required pre-payment, payment dates, etc.) are displayed to the user on the website during the booking process. Depending on the selected service, payment is made to the respective third party or a service established by it to collect debts.

IV. Granting of usage rights, exemption

4.1. The exclusive rights of use for the site and protected content accessible thereby (e.g. photos, graphics, descriptions) are reserved by Holidu, Holidu's partners and in some cases by third-parties. Appropriation of the site by the user - either completely or partially through appropriation of texts, graphics or designs - is expressly forbidden.

4.2. Notwithstanding paragraph 1, the user is authorized to download, display and print individual pages of the website for personal use (e.g. documentation of information provided by the third

party/verification). In this case, the user is obliged to specify the source (www.Holidu.com/de/at) in the file or by an easily understandable, legible and firmly attached notice.

4.3. The site will not provide the user with any access to information, data and content (such as images, texts) that infringe the rights such as name, copyright and trademark rights of third parties, or which violate existing laws.

4.4. The user indemnifies Holidu against all third party claims, in particular claims for copyright and trademark infringements, which may be raised against Holidu in connection with the exercise of contractual rights, upon first request. Should the user becomes aware of any impairment of the contractual rights he/she shall notify Holidu immediately. Holidu is entitled to take appropriate measures to defend itself against claims of third parties or to pursue its rights. Indemnification also includes reimbursement of costs incurred by Holidu arising from legal proceedings.

V. Use of the website

5.1. The user must use the site solely for personal, non-commercial use and especially must not use any programs or functions to automatically generate page views or access content on the website or automatically copy content from the site.

5.2. Furthermore, the user will not upload any content or information to the site, which

- could be considered to be camouflaged advertising;
- is subjective, discriminatory or deliberately untrue;
- is without reference to a property or service on the website;
- is immoral, offensive or pornographic;
- contains viruses, Trojan horses or other malicious software,
- constitutes commercial trade or an unacceptable nuisance for other users (e.g. in the form of chain letters, surveys, SPAM).

VI. Correction, blocking

6.1. If there are concrete indications that a user is in violation of statutory regulations, rights of third parties such as in particular name, copyright and trademark rights or these Conditions or if it is in the legitimate interest of Holidu, in particular in order to protect other users from fraudulent activities, Holidu is entitled to take one or more of the following measures, with consideration of the legitimate interests of the affected user:

- Issue the user with a warning;
- Delete offers or other of the user's content;
- limit the user's access to the website;
- Exclusion of the user – temporarily or permanently – from use of the website (blocking).

6.2. Contracts already concluded between users and third parties are not affected by the aforementioned measures.

VII. Rebooking and cancellation

7.1. Rebooking and cancellation options for accommodation and services already bindingly booked and any other costs arising therefrom are set out in the contract documents or terms and conditions of the respective third party. Holidu has no influence on the conditions of third-parties.

7.2. Holidu is neither authorized or required to accept cancellation or rebooking requests or statements, which should be arranged with the third party as contract partner. In order not to jeopardize timely delivery, users are requested to submit any such requests directly to the third party.

VIII. Data protection

Your privacy is subject to the regulations of the German Federal Data Protection Act (BDSG) and the Telemedia Act (TMG). A separate privacy policy also applies, and can be viewed on the website at <https://www.holidu.de/datenschutzerklaerung>.

IX. Warranty, limitation, liability

9.1. For defects of the mediation service, the user must notify Holidu within a month. As far as reasonable, Holidu is to be given an opportunity to remedy the situation. The period begins from the contractually stipulated end of the mediated service, but not before the user becomes aware of the circumstances giving rise to the claims against Holidu.

The customer is requested to note that Holidu is not entitled or obliged to accept responsibility for defects if they relate to the contractual performance of the third party. Corresponding notices of defect or complaints are to be settled directly with the third party or its representatives and may be subject to third party legal or contractual provisions.

9.2. Claims by the user against Holidu arising from the contract mediation shall expire within one year notwithstanding § 195 of the German Civil Code (BGB), unless there are damages based on the loss of life, limb or health, or damages arising from a negligent breach of duty by Holidu as mediator or an intentional or grossly negligent breach of duty by a legal representative or agent of Holidu. The limitation period begins at the end of the year in which the claim arose and obtains from the date that the customer learned of the relevant circumstances and the identity of the person responsible or would have learned thereof in the absence of the gross negligence.

9.3. All other claims by the user against Holidu for damages are excluded. Injury to life, limb, health or violation of essential contractual obligations (cardinal obligations) as well as liability for other damages based on intentional or grossly negligent breach of Holidu or its agents are excluded from the exclusion of claims for damages by the user. Essential contractual commitments are those which initially enable orderly fulfillment of the contract and which the contract partner can usually expect to be observed.

9.4. In the event of a breach of the essential contractual obligations, the seller shall be liable only for damages of a foreseeable and typical nature for this type of contract and for those which are caused by recklessness, unless the claim is based on injury to life, limb, body or health.

9.5. The liability of Holidu under the Product Liability Act and other mandatory statutory liability regulations remains unaffected by the foregoing limitations and exclusions.

9.6. For cases where the liability of Holidu is excluded or limited, this also applies to the liability of employees, contractors, representatives and agents of Holidu.

9.7. Pictures, maps and location data provided on the website is given only as guidance concerning the relative position of the respective accommodation. The information which determines the contract is only the information submitted to the third party website during the booking process or during the corresponding confirmation with the third party.

X. Final provisions and jurisdiction

10.1. All legal relations between Holidu and users of these Conditions are subject to the law of the Federal Republic of Germany, to exclusion of the CISG. If the user is a consumer, sentence 1 applies only insofar as the choice of law does not undermine the mandatory protective legislation of the state in which he has his habitual residence.

10.2. If any provision is found to be either fully or partially invalid or unenforceable, or should a provision later lose legal validity or feasibility, this shall not affect the validity of the remaining provisions. Another legally effective provision will be inserted instead of the invalid or unenforceable provision.

Date: January 2017