

PREAMBLE

The web portal "selected-places.de" presents accommodation (hotels, holiday homes, holiday apartments, bed and breakfast, etc.) with a special charm, where the hosts emphasise thoughtful and harmonious features, good design and atmosphere. Criteria for selection are individuality, authenticity, personality and awareness of quality and service. The web portal provides and presents this information to property seekers and travellers. Local insider information, tips, exciting stories and contributed posts are also presented.

§ 1 DEFINITIONS: AS DEFINED WITHIN THIS (GTC)

- (1) Portal Operator: Anja Haushalter, Alte Schönhauser Straße 36-37 in 10119 Berlin, Germany
- (2) Web Portal: selected-places.de
- (3) Properties: Selected holiday accommodation such as hotels, holiday homes, holiday apartments, hotels, inns and guesthouses, cottages, bed and breakfasts and hostels.
- (4) Accommodation Hosts: Landlord, Operator, Proprietor and / or the Owner of property.
- (5) Client: Accommodation host.
- (6) Service: selected-places.de is not a booking site or a travel agency but a web portal for the presentation of holiday accommodation through the portal selected-places.de. The service is solely for the purpose of searching for holiday accommodation and various travel information and topics.
- (7) Content: All media information provided for displaying the properties of the accommodation host such as text, photos, videos, or other media.
- (8) Users: Portal visitors searching for recommendations, inspiration and information about holiday rentals, destinations and various travel information and topics.

§ 2 AREA OF APPLICATION AND COVERAGE

- (1) The (GTC) apply to all contracts completed between the client and the portal operator of www.selected-places.de.
- (2) Any agreements between the client and portal operator in connection with the contract result, in particular, from the (GTC), the registration form and the confirmation by E-mail through the portal operator.
- (3) The relevant version of the (GTC) is valid at the date of contract closure.
- (4) Contradictory terms and conditions of the client are invalid, even if the portal operator has not expressly objected to their validity but has completed a contract closure.

§ 3 SERVICE OF PORTAL OPERATOR

- (1) The portal presents the under § 1 indicated property from a client. The presentation can be shown in different variations (text, photographs, or where necessary or required, videos and other multimedia elements) and by means of other information (such as main characteristics, furnishings of the property, descriptions, etc.).
- (2) Properties are displayed with, and according to, the desired means of contact to the client (for example with email, phone number, postal address or a link to the website of the property).
- (3) The client can promote, for a fee, their property on the portal (See separate information to charges under the menu point "Info"). The inclusion of a property on the portal is regulated by § 4. Fees are applicable on the date of contract closure.
- (4) The user can search for free on the web portal for properties and view the corresponding contact information from clients.

(5) The portal operator at no time provides or arranges any travel service and / or a travel contract. The portal operator only provides the technical infrastructure for the client and for user searches. All inquiries, bookings, payments, agreements on any properties are made outside of the portal through an individual, direct agreement between clients and users. In this regard, a contract closure, of whatever kind, is solely between the client and a user and is made independently of the portal.

§ 4 CONTRACT CLOSURE AND ACCEPTANCE OF PROPERTIES

(1) The inclusion of a property can be obtained through request to the portal operator. The portal operator shall send the registration form to the client, where the necessary information, specifications and descriptions about the property are entered. The client should communicate this information as well as any extra information and relevant content to the portal operator. With the submission of the completed registration form by the client to the portal operator, the client gives their binding consent to the publication of the property data on the portal, as long as no individual written agreement has been arranged.

(2) The portal operator inspects and checks the registration information and decides on an individual basis on inclusion of a property. The inclusion of a property on the portal is subject to whether the object and the content delivered meet the quality criteria of selected-places.de. When a property is added to the portal, the portal operator shall notify the client with the conclusion of the contract by e-mail. Herewith, the contract between the client and portal operator is established. If the portal operator decides against the inclusion of the property, the client will also be notified via email. In this case, a contract between the portal operator and client is not established.

§ 5 RATES AND CHARGES

(1) The inclusion of a property is subject to a charge according to the conditions of the portal operator (See separate information on charges on the portal under the menu point "Info").

(2) There are no commission fees for placements or bookings.

(3) There is an annual fixed rate for use of the portal. The rates are net plus any applicable value added tax.

(4) Invoices are due immediately and payable within 14 calendar days from receipt and shall be payable to the specified bank account of the portal operator.

(5) The payment period to be settled begins with the publication of the property.

(6) Payments shall be made via bank transfer and are for the payee free of any charges. Any fees incurred through bank transfers from a foreign country are to be covered by the client. Cheques are not accepted.

(7) Only in the event of a termination being made by the client before the contractual expiry date due to the portal operators culpability will a pro rata refund of the fixed rate / fee be made.

§ 6 CONTRACT TERM AND TERMINATION

(1) The contractual period for a presentation of a property is one year from the start of publication and ends after the contractual period, without automatic renewal. The client has, at the end of the contractual period, the possibility to enter into a new contract and continue to present the property on the portal.

(2) The right of either party to terminate without notice for good cause remains unaffected. An important reason for the portal operator to terminate is, in particular, if the client has supplied incorrect information about the property. Any notice of termination must be in writing.

(3) If the client terminates an entry prematurely, the contract term is therefrom, with exception to paragraph 2, unaffected.

§ 7 TRANSFERABILITY / EXCHANGING PROPERTIES

- (1) The client concludes a separate contract for each property with the portal operator, provided that there is no individual written agreement between the portal operator and the client.
- (2) An existing entry cannot be overwritten with data of another property or be substituted. The contract period may with the exception of termination without notice in accordance with **§ 6** - not be interrupted.

§ 8 LIABILITY AND OBLIGATIONS OF THE CLIENT

- (1) It is the responsibility of the client to transmit copies of documents or files to the portal operator (no originals) since, during transmission and processing of data, unwanted losses can never be completely ruled out. The client guarantees to keep all original documents to avoid irretrievable data loss.
- (2) The client provides the portal with all relevant data and image material for the property. The portal operator is not liable to generate content of any kind for the display or presentation of the property.
- (3) The client ensures that the content made available for an entry (photos, texts and / or other data such as videos, logos, etc.) correspond to the editorial and technical specifications of the property.

This includes in particular: photo images must be submitted in best resolution, colour quality and in digital form (JPEG format). The photos must not contain text, numbers or any other markings. The portal operator reserves the right to reject photo material that does not meet the required standard.
- (4) The client shall be responsible to immediately communicate to the portal operator, during the contract period, any changes to a property including price changes and any changes to contact information. It is solely the responsibility of the client to ensure that all data is complete and correctly updated. This particularly refers to price information and contact details.

The client guarantees that the representation of the property corresponds to the actual conditions. The information must be complete and correspond truthfully as specified through the registration form.

- (6) The client is prohibited to post references or links to other sites of property providers or portals.
- (7) The portal operator reserves the right to delete entries, which omit truthful information and are deceptive of the property. Fees already paid will not be refunded in this case.

§ 9 EDITORIAL REVIEW

- (1) The portal operator reserves the right, if necessary, to revise, modify or change editorially any data transmitted and where applicable to translate and, if necessary, to shorten, whereby the substance is preserved without change to content.
- (2) The data is electronically archived by the portal.
- (3) The portal operator reserves the right at any time to make further developments regarding design and improvements to the presentation of the portal. The portal is not subject to comply with instructions in specific cases of presentation and preparation of data provided by the client.

§ 10 ADVERTISING

- (1) The portal operator reserves the right to present, at any time and with discretion, individual items and content of the client through appropriate forms of advertising and as may be necessary in partner sites of selected-places.de and / or to integrate in social media platforms (such as Facebook, Pinterest). A placement or presentation with partner sites and / or social media platforms from selected-places.de is at the discretion of the portal operator and is not an entitlement.
- (2) The portal operator reserves the right to place advertising and / or advertorials in the context of relevant travel topics on the portal.

§ 11 USAGE RIGHTS AND COPYRIGHT

(1) The client grants the portal operator, for all content such as photos, texts and videos, a comprehensive simple, temporary and spatially unlimited right of usage on the platform and for the application of promotional activities mentioned in § 10.

(2) The right of usage includes, in particular, the reproduction of the content and the publication of the content elsewhere by the operator (for example, for the purpose of marketing) in connection with selected-places.de.

(3) The portal is subject to copyright protection, both in the development of user interfaces including contained graphic and typographical elements, as well as to the underlying program code. The client is not granted a right of usage of these components.

(4) The client grants the portal operator for all content such as photos, texts and videos - a comprehensive simple, temporally and spatially unlimited right of usage on social media platforms. This right of usage also includes the sharing of content on social media plug-ins such as Pinterest or the “share” button from Facebook users.

§ 12 THIRD PARTY RIGHTS / EXEMPTION

(1) The client guarantees that they are the granted owner of the rights and that it is possible for them to effectively grant the portal operator the rights specified in § 11 of this agreement. The client also guarantees that the contents are free of rights of third parties, which may prevent the contractual granting of rights to the portal operator. Furthermore, the client guarantees that the contents have been published and / or the author will not prosecute any publication by the portal operator. The client guarantees and ensures with the use of the content within the framework of this contract that no personal rights of third parties are infringed upon, in particular, that persons represented agree with the contractual use of the content.

(2) The client presents the portal operator suretyship upon first demand against all claims from third parties, including claims relating to copyright, trademark and defamation, which may be raised against the portal operator in connection with the exercise of the contractual rights.

The client has the responsibility to inform the portal operator immediately of any known impairment of contractual rights. The portal operator is entitled to take appropriate measures of defence against claims of third parties or to pursue their rights.

The portal operator and client shall inform each other when undertaking their own measures.

The exemption also includes reimbursement of any costs incurred by the portal operator by a legal prosecution or defence.

(3) The exemptions referred to in paragraph (2) shall not apply as a result of a claim of the third party when the portal operator uses the contents of, in particular, those having been expressed in the contract contrary to § 11.

(4) The client also guarantees that the content does not infringe rights of others, the constitutional order or otherwise applicable law. This includes in particular, but not exclusively, content related to: racism, hate speech, contact harmful to young persons and pornography.

The paragraphs (2) and (3) shall apply declaration to that effect.

§ 13 CONTRACTUAL TEXT AND LANGUAGE OF THE CONTRACT

(1) The complete text of the contract will be stored by the portal operator for internal use only (for example, for contract processing). The property data and content are entered into the database and published on the portal.

(2) The contractual language is German.

§ 14 AVAILABILITY OF THE PORTAL

(1) The server provider of the portal has an availability of more than 99%. (**% or percent is OK**) Nevertheless technical failures or temporary outage still cannot be completely excluded.

(2) Maintenance and improvements to the web portal can cause temporary unavailability of the content of the platform.

(3) The portal is protected from cyber attacks within the current state of technical possibilities, but outage due to cyber attacks still cannot be entirely excluded.

§ 15 LIABILITY

(1) The portal operators shall be liable in all cases of contractual and non-contractual liability in the case of intent and gross negligence in accordance with the legal provisions for damages or reimbursement of expenses.

(2) In so far as it is not divergent in paragraph **(3)** the portal operators liability is only in case of a breach of an obligation to the fulfilment of the proper implementation of the contract as is possible and on their compliance of the primary obligations with the client only if and to the extent that a cardinal contractual obligation has been breached (so-called “cardinal duty “). And that is limited to the replacement of foreseeable and typical damages. In all other cases, the liability of the portal operator subject to the provisions in paragraph **(3)** shall be excluded.

(3) Any liability for damages from injury to life, limb or health and under the Product Liability Act remains unaffected by the foregoing limitations and exclusions.

§ 16 APPLICABLE LAW AND PLACE OF JURISDICTION

(1) The law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods shall apply exclusively to the legal relationship between a client and selected-places.de. When the client concludes the contract as the consumer and has at the time of the conclusion of the contract his habitual residence in another country, then the application of the mandatory legislation of the Federal Republic of Germany as mentioned in the 1st sentence shall apply. The choice of law and jurisdiction remain unaffected.

(2) If the client is a trader with residency in Germany at the time of conclusion of the contract, jurisdiction is exclusively that of the portal operator. In addition, applicable are the local and the international jurisdiction of the legal terms.

(3) When multiple persons are joint clients, they are collectively responsible for the entire contractual obligations as debtors and creditors.

(4) If case of differences between the German version of the **(GTC)** and any other language versions, the German **(AGB)** version takes precedence.

(5) Should individual provisions of these terms and conditions be ineffective or impracticable, this shall not affect the validity of the remaining terms. Alternative terms offered are regarded as agreed and provide, effectively, as close as possible the intended purpose, economically and legally. This also applies for any unintended loophole. (Salvatorius or Severability clause)