

General Terms and Conditions of BWH Hotels Central Europe GmbH (BWH)

Please read these General Terms and Conditions (GTC) carefully and keep a copy for your records if necessary.

1 Validity of the GTC; definitions

- 1.a These GTC apply to the brokerage of contracts to the user for the provision of rooms for accommodation in the hotels/establishments presented on the Best Western booking portal as well as for the further services and deliveries of the hotels/establishments provided to the user in this context (hereinafter referred to as the "hotel accommodation contract"), no matter which device (e.g. PC, mobile phone) or which country domain the user uses to access the Best Western booking portal.
- 1.b The GTC shall come into force for all users of the booking portal from 1 August 2020, unless the user objects to the validity of the new GTC within four weeks of receipt of the email in which they are communicated. From 1 August 2020 onwards, all newly registered users shall be subject to the version of the GTC to which they agreed when registering.
- 1.c These GTC shall apply exclusively. Pre-formulated conditions on the part of the user which contradict, deviate from or supplement these GTC, shall not become part of the contractual relationship with the user - even if BWH is aware of them (see Section 2c of these GTC).
- 1.d These GTC shall apply regardless of any other independent business terms on which the hotel selected by the user may base its own contractual relationship with the user. BWH has no influence over such terms. The user is advised to take note of the business terms of their selected hotel prior to entering into the contract and to save or otherwise make a copy of them.
- 1.e These GTC apply to the booking of hotel accommodation contracts via the Best Western booking portal. Separate terms and conditions apply to the purchase of vouchers, the booking of travel, the booking of hotel rooms for events/celebrations/conferences and the booking of catering services.
- 1.f These GTC are based on the following additional definitions:
"Consumers" are natural persons who enter into a legal transaction for purposes that predominantly are outside their trade, business or profession.
"Entrepreneurs" are natural or legal persons or partnerships with legal personality who or which, when entering into a legal transaction, act in exercise of their trade, business or profession.
"Text form" means a readable declaration, in which the person making the declaration is named, and which is made on a durable medium.
A "durable medium" is any medium that enables the recipient to retain or store a declaration included on the medium that is addressed to them personally such that it is accessible to them for a period of time adequate to its purpose, and that allows the unchanged reproduction of such declaration, e.g. a printout or a PDF attachment to an email.
"Cancellation" means the declaration of revo-cation before the agreed or scheduled check-in.

2 Contract partner of the user

- 2.a BWH allows the user to book contracts for hotel accommodation and/or other related services with the hotels presented in the Best Western booking portal. The user's contractual partner from a contract concluded via the Best Western booking portal is the hotel named in the booking process, not BWH. The user pays the room rate confirmed by BWH directly to the selected hotel.
- 2.b The user undertakes to inform the selected hotel without being asked, at the latest upon conclusion of the contract, if using the hotel's services is likely to jeopardise the smooth business operations, safety or public reputation of the hotel or BWH.
- 2.c BWH does not offer the user any hotel accommodation, accommodation or travel services for which it is responsible. When using the booking portal, an additional usage contract or a Geschäftsbesorgungsvertrag ("contract for the management of affairs of another") may be concluded between the user and BWH, to which the legal regulations on hotel accommodation, accommodation and packages do not apply.
- 2.d BWH undertakes to broker the requested service(s) to the user exclusively with the due diligence of a prudent businessman. The fulfilment or proper implementation of the contract between the user and the hotel is not the object of the business relationship between BWH and the user; in particular, there is no obligation of agreement on the part of the selected hotel.

3 Information from BWH on consumer dispute resolution

BWH points out that it is not obliged under the German Consumer Dispute Resolution Act (VSBG) to participate in dispute settlement proceedings before consumer arbitration bodies and that it has not voluntarily assumed such an obligation either. Further information about dispute resolution can be found under "Legal Notice" on the Best Western booking portal.

4 Information on using the booking portal

- 4.a The use of the Best Western booking portal is free of charge for the user.
- 4.b Acting as a messenger, BWH forwards declarations of the user to the selected hotel for the initiation of a contract or the conclusion of a contract and vice versa, in each case using the functionality of the Best Western booking portal to transmit one party's declaration to the other, with the consequence that the declaration only reaches the other party when it reaches the other party in the sense of Sect. 130 of the German Civil Code (BGB), i.e. when it has come within the recipient's sphere of influence in such a way that under normal circumstances it can be expected that the recipient is aware of it.
- 4.c With the exception of cancellation (see Section 8 of these GTC), all declarations, rights and claims associated with the execution of the contract between the user and the hotel, which may be subject to a time limit (such as avoidance, set-off, specification of a period of time, notice of defects, payment request, etc.), must be asserted **directly against the hotel/contractual partner** and not against BWH.
- 4.d The user shall be prohibited from reselling or subletting booked rooms. The use of the booked rooms for purposes other than accommodation, public invitations or other commercial measures for job interviews, sales and other events as well as the use of areas of the hotel outside the rented rooms for the aforementioned events shall require the prior express consent of the respective hotel/contractual partner, the granting of which may be made dependent on additional remuneration. Sect. 540(1) Sentence 2 BGB shall not apply if the user is not a consumer.

- 4.e The use of the Best Western booking portal and the content on it (e.g. pictures, videos, panoramic images, texts, comments, ratings, graphics, logos, etc.) is only permitted for making individual queries and bookings. Users are not permitted to run automated queries.

- 4.f The exclusive rights to the booking portal and the protected content that can be accessed via it (see Section 4e of these GTC) are held by BWH and BWH's partners (collectively the "Authorised Parties"). The user is expressly prohibited from copying the Best Western booking portal - whether in whole or in part by way of copying content - unless this involves the use of individual pages and/or sections of the booking portal for the purpose of initiating or implementing the contract with the hotel/contractual partner, i.e. in particular to document the booking. The user shall then be obliged to indicate the source by means of an easily understandable, legible and permanently attached notice. Moreover, the user shall not be entitled to modify, copy, transfer, assign, sell, distribute, exploit, display, publish, publicly present, reproduce and/or license the content, information, products or other services of the Best Western booking portal without the express consent of the Authorised Party.

5 Measures and sanctions

- 5.a If there are specific indications that a user culpably violates legal regulations, third-party rights such as name, copyright and trademark rights, or these GTC, or if there is any other legitimate interest on the part of BWH, in particular to protect other users from fraudulent or other illegal activities, BWH shall be entitled to take one or more of the following measures, taking into account the legitimate interests of the user concerned:
- issuing the user a warning;
 - restricting the user's use of the Best Western booking portal;
 - excluding the user - temporarily or permanently - from using the Best Western booking portal (blocking).
- 5.b Contracts already concluded between the user and the hotel/contractual partner shall not be affected by these measures.

6 Contract language, contract conclusion, storage of the contract text, non-existence of right of withdrawal

- 6.a In the Best Western booking portal, the flag symbol shows the user which contract languages are available for registration and booking. For the user's convenience, some parts of the booking portal can also be displayed in other languages by making the appropriate selection; however, this shall only affect the choice of the contract language if the user performs the entire booking via the booking portal in that language, or if it has been expressly agreed at least in text form that that language is the contract language.
- 6.b By filling in and submitting the electronic reservation form in the booking portal, the user instructs BWH to obtain the selected service(s) (such as accommodation, travel or other services) from the hotel selected by the user. BWH shall be free to confirm the reservation to the user on behalf of the selected hotel or as its messenger in text form (e.g. by email).
- 6.c The user is asked to fill in the marked mandatory fields (e.g. when registering or in the electronic booking form) carefully (especially personal information, contact information such as their email address, and payment details). Incorrect information can lead to errors in the processing of the contract, for which the user themselves shall then be responsible. Users can correct incorrect entries on the website by themselves using the usual functions of the device used (e.g. "back" function of their browser).
- 6.d BWH stores the contract text for a limited period of time until the contract has been completely processed; thereafter the data is blocked for further use or erased, unless this is prevented by mandatory retention obligations under commercial or tax law.
- 6.e In the case of nongratuitous distance contracts with an entrepreneur, consumers are entitled by law to a fourteen-day right of withdrawal. However, this does not apply when booking accommodation services for a specific date or period. There is therefore no legal right of withdrawal either with regard to the hotel accommodation contract with the selected hotel or the gratuitous usage contract with BWH.

7 Information on reservation types

- 7.a **Standard reservations** are held by the hotel until the time specified in the system (local time at the hotel) at the time of booking. In the event of a no-show until this time, the hotel will cancel the reservation in accordance with the conditions displayed at the time of booking. In such cases, the user shall no longer be entitled to accommodation thereafter. If the user is not able to arrive until after the time entered in the system (local time at the hotel), the user must inform the hotel of their estimated time of arrival and have the hotel confirm receipt of this information.
- 7.b **Guaranteed reservations** are held by the hotel for the whole night. If the reservation is not cancelled by the deadline or the guest is a "no-show", then the hotel may, by applying the conditions shown during the booking process for **no-shows**, invoice the overnight accommodation costs less any expenses saved by the hotel. The user shall be at liberty to prove that the hotel did not incur the aforementioned expenses, or that the actual expenses incurred by the hotel were lower than the lump sum charged.
- 7.c Package services and prices that are subject to special conditions are subject to individual cancellation conditions of the selected hotel, which will be notified to the user in good time.

8 Changes to and cancellations of reservations by the user

- 8.a The user may revoke the contract concluded with the hotel if the user has a statutory right of revocation or if the hotel has granted the user a right of revocation at least in text form or if the hotel consents to a cancellation of the contract at least in text form.
- 8.b **To avoid misunderstandings, all changes and cancellations regarding the contract between the user and the hotel are to be made via the Best Western booking portal.** In the event of timely cancellation via the BWH booking portal, a **cancellation notice** will be issued. This also serves as proof of cancellation, which is why the user must **keep it**. In the case of a cancellation after the end of the cancellation period set by the hotel, BWH will forward the user's notification to the hotel in the course of normal business. The hotel will then decide whether to charge the cancellation fee agreed upon when the contract was concluded, if applicable. In the event of premature departure, the hotel shall be entitled to claim any damages it may have incurred as a result.
- 8.c If the user makes a cancellation declaration but does not use the Best Western booking portal to do so, then



for traceability purposes the declaration must contain the **reservation or booking number** and be made at least in **text form** (e.g. by email).

9 Accommodation categories and hotel information

The customary international system of classifying accommodation based on stars provides a non-binding indication of the accommodation standard; it does not reflect a classification made by DEHOGA (the German Hotel and Restaurant Association) or by the associations associated with DEHOGA. Accommodation classifications carried out by BWH are based on the hotels' own assessments. The BWH categories are based on the Best Western category criteria and its rating systems and are reviewed annually by BWH. All additional hotel information descriptions are based on the hotels' own information.

10 Rates

- 10.a Rates are per room and per night and, depending on the service description, partly inclusive and partly exclusive of board. The hotels are legally obliged to quote the respective total price including taxes (such as VAT) and other price components (such as local taxes and duties), which may vary locally. They do not include local fees which are owed by the user or their fellow travellers according to the respective municipal law (e.g. visitor's taxes).
- 10.b The best rate available in the BWH system is displayed for the available hotels according to the user's trip data and length of stay. If different rates are available for the desired length of stay, the hotel list will show the average rate for the room, which is then broken down in the individual hotel's binding offer. If a currency is pre-selected, then non-binding room rates are initially displayed to the user in the selected currency for orientation purposes. The binding offer for the hotel selected by the user displays the valid room rate in the respective billing currency. The booking is made at the selected rate, which is displayed to the user on the booking portal for the selected travel date.
- 10.c If the user notices irregularities with regard to the rate information for hotels in the BWH booking portal, we kindly request that they notify BWH using the contact details given in the legal notice area of the booking portal.
- 10.d BWH constantly updates room rates that are transferred to BWH from an external system. It cannot be completely ruled out that rooms are no longer available at the rate shown in the list of results. In this case, the current bookable rate is displayed to the user when submitting a query on the BWH booking portal.

11 Liability of BWH; limitation period

- 11.a BWH shall be liable under the brokerage contract according to the legal regulations.
- 11.b By derogation of Sect. 195 BGB, claims by the user against BWH shall be subject to a limitation period of one year, unless the claims are based on damages resulting from injury to life, limb or health, or the claims are

based on damages resulting from an intentional or grossly negligent breach of duty by BWH or on an intentional or grossly negligent violation of typical contractual obligations by BWH. A breach of duty by one of BWH's legal representatives or one of the parties it uses to perform its obligations shall be deemed equivalent to a breach of duty by BWH. The limitation period shall begin at the end of the year in which the claim arose and the user becomes aware of the circumstances giving rise to the claim and the person of the obligor, or should become aware of this information without gross negligence.

12 Information on data protection

BWH's data protection information can be viewed separately on the booking portal under **"Terms and Conditions/Data Protection"** and there under the heading **"Data Privacy Statement"**.

13 Changes to these GTC

- 13.a BWH is entitled to amend the GTC with effect for the future. BWH shall only make changes for sound reasons, e.g. if there are new technical developments, changes in case law or legislation or other equivalent reasons.
- 13.b If the change would significantly interfere with the agreements or the contractual balance between the contracting parties, it shall not take effect. Such changes shall require the consent of the user.

14 Final provisions

- 14.a In the case of an infringement of these GTC, if BWH does not assert any claims or other rights against the user, then this shall not affect BWH's right to assert claims and/or other rights in the event of renewed infringement.
- 14.b BWH shall be entitled to transfer rights and obligations in whole or in part to third parties.
- 14.c All legal relationships between BWH and the user are subject exclusively to the law of the Federal Republic of Germany, excluding the UN Convention on the Sale of Goods. If the user is a consumer, Sentence 1 shall apply only to the extent that the choice of German law does not undermine the protection provided by mandatory regulations under the law of the state in which the consumer is ordinarily resident.
- 14.d If the user is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes with BWH - including for cheque and bill of exchange disputes - is Eschborn; BWH may sue the user either at the location of the Best Western hotel selected by the user or at the user's registered office. This shall also apply if the user has no place of general jurisdiction in the Federal Republic of Germany or their domicile or place of habitual residence is not known at the time when the proceedings are instituted. This does not affect mandatory statutory provisions about exclusive places of jurisdiction.

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