

**General Terms and Conditions of Business for use in relation to hotels/meeting venues**

**Valid from 15.07.2009**

§ 1 General

1. The company MICE AG is one of the leading independent suppliers in the meetings industry.
2. MICE AG provides event planners (referred to hereafter as event planners) with the online tool [www.meetingportal24.com](http://www.meetingportal24.com) for the booking of events. Hotels and similar venues (referred to hereafter as venues) – which have an advertising presentation in the event planner’s handbook “tagungsplaner.de” – are given the opportunity of receiving event enquiries or RFPs (requests for proposals) via the online tool and providing the planners with proposals.
3. The following provisions regulate the contractual relations between MICE AG and these venues. These terms of use contain in conclusion the conditions applying to the relevant parties for the services offered within the framework of this contract. Any terms of use differing from these regulations are only valid when they have been confirmed in writing by MICE AG. The venue recognizes these conditions as valid when the first declaration of intent has been submitted following the conclusion of a contract with event planners.

§ 2 Access to [www.meetingportal24.com](http://www.meetingportal24.com)

1. The online tool is available to businessmen/women according to the commercial statutes and legal entities of public law as well as interested groups e.g. associations. A right to admission or use of the online tool does not exist.
2. Each venue receives its own password from MICE AG, which is required for logging in to the online tool [www.meetingportal24.com](http://www.meetingportal24.com). MICE AG reserves the right to change the login and password of a user; in such a case, MICE AG will inform the user of this immediately.
3. The venue is responsible for its own password and must ensure it is kept confidential and used properly. If a location fails to keep the password confidential, no claim for improper use of the password can be made against MICE AG. The venue also releases MICE AG from claims of third parties in as far as these relate to the venue’s careless handling of the password.
4. If a venue notices that a password is being used by another person, MICE AG is to be informed of this immediately. The original password loses its validity as soon as the misuse is reported and the participating venue receives a new password on request.
5. With the acceptance of a firm booking, a service contract involving costs comes into being for the venue with MICE AG in accordance with these terms of use.
6. MICE AG reserves the right to change or extend the content and structure of the online tool as well as the user interfaces relating to it, as long as the purpose of the contract with the user is not, or not to any serious extent, adversely affected.

§ 3 Commission agreement

1. The venue is obliged to pay a commission to the company MICE AG. The following commission rates have been agreed:

Type of commission (on venue services)	Commission rate (incl. VAT)
Lodging (incl. breakfast)	10 %
Meeting arrangements/packages	10 %
F & B services (providing on total account)	10 %
Technical equipment, room costs, rentals	10 %
2. The basis of the commission claim is the gross turnover (incl. VAT) invoiced to the event organizer and self payer. The commission claim is also valid for compensatory damages paid (withdrawal packages). The commission is to be paid exclusively to MICE AG – under no circumstances to third parties.
3. If a withdrawal or change in booking should occur which is in breach of the contract, the commission claim of the company MICE AG remains unaffected. A claim to commission only exists when a settlement has been made to the hotel’s account. Should there have been only a partial settlement, then only a partial claim to commission will arise.

§ 4 Content and implementation of the contracts

1. The participating venues are responsible for the proposals they enter. Entries are only to be made in the name of the venue submitting them. The proposals entered into the system are neither monitored nor checked by MICE AG.
2. The processing of the contracts concluded via the portal is the sole concern of the relevant user. For contracts concluded via the portal, MICE AG neither undertakes to guarantee the execution of the contracts concluded between users via the portal nor does MICE AG accept liability for material or legal defects of the goods and services handled. MICE AG has no duty to ensure the execution of the contracts which take place between users.
3. All declarations of intent issued under the use of a particular login of a user are effective for and against this user, unless the receiver of the declaration is aware of the lack of authorization of the person making the declaration.

4. MICE AG cannot assume liability for the true identity and right of disposal of the user. If any doubt exists, both contractual partners are asked to inform themselves in an appropriate manner of the true identity and right of disposal of the other contractual partner.
5. MICE AG is authorized to remove a venue from the portal or to block the venue’s access to the portal should it be suspected that these terms of use have been contravened. The venue can avert these measures when the suspicion can be cleared up by the presentation of appropriate proof at the venue’s own cost.

§ 5 Liability

1. MICE AG shall be held liable for intent and gross negligence without restriction, for slight negligence only when the essential contractual duties have been breached. Liability for breach of such an essential contractual duty is limited to the typical contractual damages which the supplier could have foreseen when concluding the contract, bearing in mind the circumstances known at the time.
2. In the case of liability of MICE AG concerning the previous paragraph, liability is limited to a maximum amount of EUR 5,000.00 for each individual case.
3. MICE AG assumes no liability for disturbances to the computer network not caused by themselves.
4. MICE AG is only liable for the loss of data, in accordance with the previous paragraphs, when such a loss would not have been avoidable by means of appropriate data security measures on the part of the venue.
5. Liability does not extend to impairment of the contractual use of the services provided by MICE AG via the online portal, which are caused by inappropriate or incorrect utilization by the user.
6. The aforementioned liability restrictions also apply correspondingly to those agents assisting MICE AG in execution of the contract.
7. In as far as it is possible to be connected to databases, other websites or services from the online tool, e.g. via the setting up of links or hyperlinks, MICE AG is neither liable for accessibility, supply or security of these databases or services, neither for the content of such. In particular, MICE AG is not liable for their legitimacy, correctness, completeness, accuracy or current relevance, etc.
8. MICE AG is not liable for damages caused by the event planner. The venue should direct any claims in such a matter directly to the event planner.

§ 6 External content

1. The venue is prohibited from putting any content (e.g. via links or frames) onto the portal, which violates legal regulations, official orders or common decency. Furthermore, it is prohibited for venues to enter content which violates any legal rights, in particular copyright or brand rights of third parties.
2. MICE AG does not adopt information from external sites as its own under any circumstances.
3. MICE AG reserves the right to ban external content if this is punishable under ruling laws or recognizably serves the preparation of punishable acts.
4. The venue will release MICE AG from all claims which third parties assert against MICE AG for violating their rights or for any legal contraventions as a result of the proposals or content entered on the portal by the venues. The venue will also take over the necessary legal and court costs relating to this matter and incurred by MICE AG according to the German Federal Law regarding lawyers’ remuneration (RVG) including all court costs.

§ 7 Data security and data protection declaration

1. The servers at MICE AG are secured in accordance with the current state of technology, in particular by firewalls; the venue is, however, aware that there is a risk for all participants, that transferred data can be intercepted or in some way come to the knowledge of third parties. This not only applies to the exchange of information via e-mails leaving the system, but to all data transfers. The confidentiality of the data transferred during utilization of the system cannot therefore be guaranteed.
2. The venue agrees that MICE AG may store information and data on the behaviour of buyers and suppliers taking part in these portal activities in an anonymous form for marketing purposes, e.g. the production of statistics and presentations.
3. MICE AG is authorized to process and store the data obtained in connection with the business relationship with the venue whilst observing the restrictions of the applicable data protection regulations. In particular the venue agrees, that MICE AG:
  - a) stores the personal data used during transactions where applicable and passes this data onto other event planners and keeps this information readily retrievable for other registered and non-registered users;

- b) stores non-personal data on the content of the transactions and passes this onto other users and keeps this information readily retrievable in the public area of the marketplace for other registered and non-registered users.
- 4. Any use of personal data extending beyond the use referred to above, requires the special consent of the user. The user is entitled to revoke the consent given as per paragraph 3 at any time, as long as he/she has consented to the use of personal data.
- 5. The supplier will, moreover, handle all data which the venue has designated as confidential, in a confidential manner and only use them in accordance with these terms of use. MICE AG reserves the right to make an exception to this if a legal or official order requires the data of the user to be made public.
- 6. By using this portal, the venue guarantees towards MICE AG and all other event planners that the data transferred complies with the legal data protection requirements and releases MICE AG from any claims, including those relating to public law. In particular, the venue should ensure that the necessary consent is obtained from members of staff before personal data of such staff is entered into the online tool to set up staff logins or otherwise.

#### § 8 Miscellaneous

1. The venue is obliged to:
  - a) set up and maintain the necessary data protection measures during the entire contractual period. This essentially relates to the careful and conscientious handling of logins and passwords;
  - b) advise MICE AG immediately of any technical changes which should occur in their own area if they are likely to adversely affect either the standard of service delivered or the security of the online tool;
  - c) assist in the detection of attacks by third parties on the portal should this assistance be necessary;
  - d) carry out business via the portal exclusively for commercial purposes.
2. The venue undertakes not to carry out any measures which may endanger or disturb the functioning of the online tool, also not to access data to which they are not authorized.

Furthermore, the venue is to ensure that any information and data entered via the online tool is not infected with viruses, worms or Trojan horses etc. The venue undertakes to compensate MICE AG for any damages which result from not complying with these duties and, over and above that, to release MICE AG from any claims of third parties, including the legal and court costs, which these might assert against MICE AG for non-observance of these duties.

3. A partial or complete transfer of the user's rights resulting from the contract with MICE AG to third parties is excluded.
4. The venue is only entitled to a set-off against MICE AG with unchallenged or final counterclaims.

#### § 9 Concluding provisions

1. All cases shall be governed exclusively by the laws of the Federal Republic of Germany without possibility of recourse to the United Nations Convention on Contracts of the International Sale of Goods (CISG). The place of performance and court of jurisdiction for all claims is Berlin/Germany. MICE AG is in addition entitled to sue at the general court of jurisdiction of the venue.
2. Should individual provisions contained herein not be legally valid or should they lose their legal validity by a later circumstance or should a loophole emerge, all remaining provisions will remain unaffected by this. Invalid provisions or loopholes shall be replaced by appropriate regulations, which, in as far as is legally possible, most closely match that which the parties would have agreed to had they known that the relevant conditions were invalid.
3. MICE AG reserves the right to make changes to the General Terms and Conditions of Business. Any changes will be placed on the website as they occur. There will be no special communication when changes have been made. The communication of changes on the website is recognized by the client as being sufficient notification.
4. Further details regarding responsible officials and the registered address can be taken from the imprint.

