

## General Brokerage and Usage Conditions of bestfewo GmbH for Lessors

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### Section 1 – Scope of application

1. The following conditions in conjunction with the [Data protection regulations](#) form the basis for all contracts of bestfewo GmbH, Posthofstr. 5, 14467 Potsdam, Germany (hereinafter referred to as “**Broker**”) used within business transactions with a provider of holiday accommodation (hereinafter referred to as “**Lessor**”).
2. These General Brokerage and Usage Conditions of the Broker apply exclusively. Contradictory or deviating conditions on the part of the Lessor are expressly rejected and are not recognised.
3. The Broker reserves the right to retrospectively alter these conditions in the event of circumstances which the Broker could not foresee nor influence that occur after conclusion of the contract, insofar as the alteration is reasonable with respect to the interests of the Lessor, objectively justified, and transparent. Changes to these conditions will be announced to the Lessor by email by no later than six weeks prior to the proposed point in time at which the changes will take effect in a statutorily permissible form. Should the Lessor not object to the new conditions within four weeks of receiving the email, which is linked with a notice stipulating that if no objections are made, the changes will take effect, it will be deemed that the Lessor consents to the altered conditions and these will form the basis of the future business relationship.

### Section 2 – Subject of contract

1. The Broker operates an Internet platform (hereinafter referred to as “**bestfewo**”) at [www.bestfewo.de](http://www.bestfewo.de) using which lessors can offer their holiday accommodation to a potential customer (hereinafter referred to as “**Lessee**”). Accommodation can only be offered for letting in the countries already

listed on the Internet platform. The subject of the contract between the Lessor and Lessee is the brokerage of the Lessor's accommodation (holiday accommodation, hotel room etc.) and the granting of use of the bestfewo Internet platform as a brokerage tool and, where applicable, booking machine for the Lessor's offers. The online content placed on the portal by the Lessor is considered third-party content by the Broker. bestfewo GmbH solely acts as a Broker between the Lessor and Lessee. In the event of a booking being made, a contract relating to the Lessee's stay (rental contract for holiday accommodation/lodging contract for a (hotel) room/guest accommodation contract) is concluded between the Lessor and Lessee. The Broker is not involved in this contractual relationship. The execution of the mediated contract is not part of the Broker's contractual obligations. The Broker is not liable for successful brokerage nor for the rendering of the service itself. This also applies where the Lessor's booking confirmation is transmitted via the Broker's Internet platform, or if the Lessee makes a down-payment via the platform to the Broker or Lessor. The Broker is only responsible for properly brokering the desired accommodation from the brokerage contract.

2. The Broker is not subject to any instructions with respect to the representation of the holiday accommodation on bestfewo. In particular, the Broker can advertise the platform and the accommodation at their own discretion and also advertise and list the holiday accommodation by means other than their platform. To do so, the Broker is granted the usage rights required for the contractual purpose with respect to the Lessor's text and image material.

3. The Broker grants no assurance with respect to the quality, availability or attributes of the accommodation offered by the Lessor.

4. Solely the general booking conditions of the host as enclosed in the annex apply to the contractual relationship between the Lessor and Lessee, which the Lessor expressly acknowledges and applies with respect to the Lessee. They are provided to the Lessee prior to contract conclusion with the Lessor during the booking process on the Internet platform for the purposes of perusal and downloading, and are included in the contract.

### **Section 3 – Contract conclusion / registration**

1. Any natural person, person with full legal capacity, or legal entity can use the brokerage services of bestfewo. Should a natural person register on the behalf of a company or person with legal capacity, they must be authorised to act as legal representative and be able to evidence this authorisation upon request by the Broker. Should this authorisation to represent be lacking, the contract will only come into effect with the natural person who is then liable for contract fulfilment.

2. The Lessor can provide the necessary data using the online registration form for the use of bestfewo brokerage services. Registration of the Lessor may be required if stipulated by the Broker. The contract commences at the time confirmed by the Broker and is concluded for an indefinite time period. The Lessor must state their current company information truthfully and in full within the form, particularly their VAT ID where present. The rental is always on a commercial basis. All future changes to the information provided must be reported to the Broker by the Lessor without delay and without being requested to do so. This also relates to the Lessor's personal data, their stated legal form, as well as those of any entity authorised to represent them. A breach of these disclosure obligations entitles the Broker to extraordinarily terminate the contract for good cause.

3. The brokerage and usage agreement comes into effect upon the approval by the Broker of the Lessor on the Internet platform and does not require any special formalities; simply the activation of the

Lessor on bestfewo. The Lessor will generally be informed of approval being granted via a separate email. The brokerage and usage agreement can be terminated in accordance with Section 7.

#### **Section 4 – Advertisement posting and conditions**

1. Every registered Lessor can offer their holiday accommodation for hire via a posting on bestfewo via the product “Bookable online”. Therefore, no usage fee applies to the posting, rather the Broker receives per brokered booking an advertisement and brokerage commission totalling 14% of the overall price payable by the Lessee of the booking that has been brokered, which includes additional services (gross price) plus applicable VAT. Commission-based postings are in effect for an indefinite time period notwithstanding the regulations in Section 5 pertaining to the blocking of an account and the removal of a posting in the event of breaches of duty on the part of the Lessor.

2. The commission is due upon conclusion of the brokered contract and is independent of its fulfilment, cancellation, termination, reduction in letting rates, or any other contractual changes and is to be paid by the Lessor. The due date for the commission shall be authoritatively governed by the booking date of the brokered contract. Agreements between the Lessor and Lessee do not affect the Broker’s advertisement and brokerage commission; this is always calculated on the basis of the booking price agreed via bestfewo. Should a Lessee extend their stay while in situ, the Broker is to be immediately informed and the brokerage commission is to be adjusted accordingly. The advertisement and brokerage commission is calculated on the basis of the overall price. The advertising and agency commission also payable in the event of cancellation is generally covered by the cancellation scale agreed in the host's General Booking Conditions. The Broker may waive the advertising and agency commission in the event of cancellation by the Lessee, provided that a cancellation fee in accordance with the applicable cancellation scale does not incur.

3. The Broker is entitled to place the Lessor’s postings on other Internet sites within the Broker’s distribution network, and those of third parties with which the Broker has concluded a distribution agreement, and is also entitled to publish these while making adjustments for other formats. The Lessor hereby grants the Broker the usage rights required for this purpose. The broker is also entitled to charge fees or surcharges on bookings at his discretion, e.g. to offset commission claims of other broker/agents within the sales network.

4. The order in which postings are placed in search results on the Internet platform is determined dynamically by an automated process based on algorithms, which changes from time to time. The Broker provides no guarantee with respect to any specific placement within search results, however, the Lessor can improve placement by enhancing the quality of a given posting. This can be achieved, for example, by improving the quality and number of photographs, making the accommodation description more comprehensive and detailed, and continually updating the availability calendar.

#### **Section 5 – Obligations of the Lessor, usage rights to text and image material, approval for the portal, account blocking**

1. The organiser provides the data, texts and image material according to the Broker’s specified criteria for publishing, which the Broker adopts without performing their own legal checks and places onto the Internet platform. In order to publish the accommodation, it is imperative that 5 accommodation pictures are taken. The Lessor is obliged to provide full, truthful and not misleading information on their holiday accommodation in a format specified by the Broker (in particular local registration / licence

number). In addition to the text required, the description should also contain a list of key features, indoor and outdoor photographs of the accommodation, precise information on its location, availability and price; details on additional costs, and any features that change on a seasonal basis.

A minimum of five (5) high quality photographs must be provided to publish the holiday accommodation. The Broker reserves the right to impose (further) requirements at any time with respect to the nature of the texts provided and associated files, as well as image material; the Broker can also request improvements be made by the Lessor should this be required for circumstantial, legal or technical reasons. The Broker also reserves the right to check the information provided by the Lessor, to shorten or alter content (including translations), and block the posting where contractual obligations are breached. The accommodation information provided by the Lessor shall remain the exclusive property of the Lessor. Any translations of the accommodation information remain the exclusive property of the Broker and may not be adapted or otherwise used by the Lessor without the prior written consent of the Broker.

2. The Lessor will be informed when the data they provide is used by the Broker to create a posting on the Internet platform after which the Lessor is obliged to verify the completeness and accuracy of the data transmitted within two calendar days.

3. If changes occur to the holiday accommodation, its equipment/furnishings, environment, or any other significant changes between the time of booking by a Lessee and the commencement of the letting period, the Lessor must inform the Broker and Lessee without delay.

4. The Lessor consents to their holiday accommodation being added to Google Places, an online service for map entries, by the Broker to enhance findability for Lessees. The Lessor commissions the Broker for this purpose to create and administer a free-of-charge account with Google Places – insofar as the Lessor does not already possess such an account – into which the Lessor's name, holiday accommodation address, and the Broker's homepage and property number will be entered. The Broker reserves the right to supplement the entry with additional information (e.g. pertaining to the holiday accommodation or holiday region). At present, the creation and administration of a Google Places account does not accrue any costs or additional effort for the Lessor.

5. The Lessor guarantees that they possess the required copyrights, usage- and exploitation rights to all the texts and image material placed on bestfewo, and that publication of the same will not violate any third-party rights. The Lessor particularly confirms that the photographs placed by them are free of third-party rights and that any persons depicted therein are in agreement with the agreed usage purposes and that the Lessor has said person's express, written consent for the use and publication of their photographs. The Lessor guarantees that they have legally verified the text or image material provided and hereby fully releases the Broker from all third-party claims arising from use of text or image material used in the posting, including any and all costs for legal proceedings (e.g. warning fees from associations or lawyers) caused by the legal infringements. The Lessor will inform the Broker should any requirements or guidelines exist with respect to the use of trade marks, such as brands, image rights, signs, lettering, logos, typical colour schemes, etc. that must be observed upon placing text or image material on the platform; in the event of changes to rights, the Lessor furthermore definitively transfers to the Broker a general right of use to the modified documents and image material provided for the contractually-envisaged use.

6. The Lessor grants the Broker a general right of use to all texts and accommodation data and all image material for the duration of the contractual relationship as required for their use and publication on the Internet and all social media within the context of the contractual purpose. The right of use begins upon transferring texts and material to the Broker, upon relinquishment of the texts or image material via a permanent data storage medium or their placement upon bestfewo. The right of use includes in particular the use, reproduction, distribution, sub-licensing, making available of the image material and the use, reproduction, distribution, sub-licensing, making available, use and processing of the accommodation data. The Broker is entitled to place relinquished text and image material on the websites of cooperation partners, as well as to use texts and image material as reference advertising and own advertising to an appropriate extent, and for this purpose obtains the general rights of use from the Lessor that remain valid for up to three years following termination of the contract. No fee will be paid to the author for the publication of texts and images; payment of such fees is to be assumed by the Lessor. The Broker shall not be liable to the landlord for the acts or omissions of the cooperation partners.

7. The Lessor guarantees that the content of texts and images in the posting do not breach statutory prohibitions. The Broker reserves the right to block and exclude from publication at their own discretion texts or image material which may breach statutory regulations, official ordinances, common decency or third-party rights. In such an event, the Broker is entitled to fully block the Lessor and/or to fully delete their account. The Lessor is obliged to compensate the Broker for all damage arising from non-compliance with the preceding obligations. The Lessor releases the Broker from all claims asserted against the Broker by third parties due to said contractual violations or legal breaches, including costs for legal defence or prosecution.

8. The Lessor is obliged to cease any action which endangers or disrupts the functionality of bestfewo, as well as not to access nor attempt to access any data to which they are not entitled. The Lessor is furthermore obliged to ensure that the information transmitted, and data placed on the platform, are not infected with viruses, trojans, worms or other malware. It must be ensured that unauthorised third parties are not able to use the Lessor's personal login. The Lessor is personally liable for damage caused by breaches of the aforementioned obligations irrespective of culpability.

9. The Lessor bears sole responsibility for the continual accuracy of the accommodation and contact data, prices and availabilities, the bank account details, the accuracy of tax-related details, their VAT obligations, and the fulfilment of their own tax obligations, and must make immediate changes to their account or online in the administration area for Lessors in the event of changes to the stated information and related circumstances, including details of additional room availability for certain periods or exceptional events and situations (e.g. renovation or construction work in or near the accommodation). Changes, updates and/or additions to photos and descriptions will be processed by the Broker as soon as possible. In the event of information that is repeatedly inaccurate, not up to date or missing, particularly with respect to the availability of the holiday accommodation or accommodation facilities, the Broker is entitled to block the posting immediately and reserves the right to terminate the contract without notice.

10. The accommodation information provided by the Lessor must not contain any references or links to the accommodation advertised with or to third parties, including telephone or fax numbers, email addresses (including Skype or similar), social media, websites, apps or platforms. References to other holiday accommodations are only permitted if these are also offered on the Broker's Internet platform.

The Lessor is furthermore prohibited from placing references to private or commercial Internet sites, or other contact data, onto a posting. Should they breach these obligations, the Broker is entitled to adapt or block the posting immediately and reserves the right to terminate the contract without notice.

11. Within the meaning of German Price Regulations (PAngV), the Lessor is obliged to indicate gross prices in Euro as end prices (e.g. including mandatory final cleaning, unless this has been expressly exempted). Additional costs based on consumption or optional additional services that can be selected by the Lessee which are not expressly exempted (e.g. towel and linen set), are to be indicated separately, or included in the end price if they are mandatory. The Lessor is obliged by principle not to undercut the prices set by the Broker on the Internet platform, insofar as the Lessor is in a position to do so, and not to offer better conditions elsewhere online without the agreement of the Broker (e.g. free breakfast, WLAN, early/late check-out, conditions for booking changes and cancellation conditions). Exemptions in this regard require written agreement. The disclosure obligations applicable to the Lessor as of 01/07/2018 arising from the German implementation act for the EU Package Tours directive are to be observed and implemented by the Lessor and reflected in their offers. Any liability or penalty for the infringement of statutory or legal disclosure obligations is to be borne by the Lessor. The Lessor releases the Broker from all third-party claims arising from breaches of disclosure obligations as well as incorrectly indicated prices.

12. The Lessor can self-occupy or otherwise let the holiday accommodation but must enter the occupied periods as "Reserved" without delay via the Internet platform; if the Lessor fails to do this, bookings made via bestfewo shall always take precedence in the event of scheduling conflicts or double bookings.

13. Should the Lessor fail to mark the time period they have rented out as "Reserved", which then results in a rejection of the booking enquiry, or cancellation of a booking prior to the arrival of the Lessee for which the Lessor is responsible, the Broker shall charge the Lessor a fee totalling 14% of the overall booking price plus statutory sales tax, however no less than 50 euros plus statutory sales tax. The Broker shall also be entitled to the aforementioned compensation in the event of rejection of a booking request or cancellation of a booking prior to the Lessee's arrival, if this is due to incorrect, missing or outdated information (in particular regarding the availability or equipment of the holiday property) provided by the Lessor.

14. The Lessor or their representative shall hand over the holiday accommodation at the contractually agreed time in the contractually agreed condition, including all additional services booked (e.g. bed linen, children's bed, etc.) to the Lessee. Should a deposit have been contractually agreed, the Lessor shall charge this to the Lessee on location on their own part. In the event that the Lessor is unable to comply with any of its contractual obligations to the Lessee, the Lessor shall immediately notify the Broker by email at [vermieter@bestfewo.de](mailto:vermieter@bestfewo.de) or by any other means of contact designated by the Broker for this purpose. If, in such case, the Broker is unable to provide alternative accommodation in accordance with the following paragraph, the Lessor shall use its best endeavours to provide alternative accommodation of at least an equivalent standard (hereinafter referred to as "Alternative Accommodation") at its own expense.

15. If a previously arranged booking (hereinafter referred to as the "Original Booking") is cancelled by the Lessor or if the Lessor is otherwise unable to fulfil the contractual obligations arising from a booking, the Broker shall be entitled to offer the Lessee alternative holiday accommodation for booking

(hereinafter referred to as the "Substitute Booking"). In the event of a culpable breach of contract by the Lessor or a cancellation of the original booking for which the Lessor is responsible (e.g. by providing incorrect, incomplete or out-of-date details of the holiday accommodation), the Lessor shall be liable to reimburse the Lessee and/or the Broker for all reasonable costs incurred in connection with the breach or cancellation. This includes, in particular, the total difference in price between the Original Booking and the Substitute Booking.

16. Where the Broker compensates a Lessee under its warranty or guarantee for loss or damage caused by the acts or omissions of the Lessor, the Broker reserves the right to recover from the Lessor the amount paid or contributed by the Broker towards the loss or damage.

17. In the event of suspicion of fraudulent activity (e.g. in relation to booking requests, money laundering or payment of the accommodation price), the Broker may cancel the booking in question and withhold any monies payable to the Lessor until the suspicion has been resolved. The Broker shall inform the Lessor of the action taken as necessary. In such cases the Lessor may not cancel any bookings on his own authority.

18. Lessees may be asked by the Broker to comment on certain aspects of their booking and to give a rating. The Broker may publish these reviews on bestfewo as well as on the websites of its cooperation partners. The Broker is a distributor and not a publisher of these reviews. The Broker is not obliged to check the accuracy or completeness of the reviews and accepts no liability or responsibility for the content or consequences of the publication or distribution of the reviews.

## **Section 6 – Obligations of the Broker**

1. The Broker shall make available access to the bestfewo Internet platform and advertise the platform using appropriate online marketing measures at their own discretion. The Broker shall provide the Lessor with online access (or an online form featuring a login) to facilitate transfer of the photographs, data and other information for the posting.

2. The Broker shall enter the data provided by the Lessor via the online form into their database without delay to facilitate immediate publication of the posting. However, in times of increased demand, there may be delays in publishing the posting. Publication only occurs once the Broker considers at their discretion that they have been presented all the required data concerning the Lessor and their accommodation.

3. The Broker shall undertake all measures required to ensure availability of the Internet platform. Should platform maintenance be required that will lead to restrictions in availability, the Broker will wherever possible schedule this work outside of peak booking hours to ensure the least possible impact on the interests of the Lessor.

4. The Broker reserves the right to change or expand the content and structure of the platform and associated user interfaces at any time, insofar as this does not impair, or only to a negligible extent, the fulfilment of the purpose arising from the contract concluded with the Lessor.

5. The Broker and the Lessor shall adhere to the requirements of data protection. The Lessor hereby consents to the saving and transmission of their contact data and other necessary personal data to the Lessee and cooperation partners of the Broker insofar as this is necessary for the initiation, execution or processing of a booking. More detailed information on this can be found in the German Data



Protection Act. The Broker reserves the right to verify the Lessor's identity, especially where there it is suspected that the information provided/entered by the Lessor is false.

6. The Broker shall promptly inform the Lessor by email of bookings received, as well as by SMS where requested by the Lessor. Booking enquires are only transmitted by email. The Broker is not responsible for the accuracy and completeness of the information (including any payment details) and data provided by the Lessee. The Lessor is required to check the status of bookings on a regular basis (at least daily) in the administration area for Lessors or as otherwise specified by the Broker from time to time.

7. The Broker is not responsible for the payment obligations of Lessee in connection with their bookings. For "Bookable online" products, the Broker performs collection of the down-payment including on the behalf of the Lessor, including reminders of any outstanding claims against the agreed down-payment (incl. any fees and surcharges). The remaining payment is generally paid by the Lessor via bank transfer within no later than 14 days prior to arrival to the bank account stipulated by the Lessor to the Broker when recording property information; this bank account information will be provided to the Lessee along with the booking confirmation. Receiving the Lessee on location, and in-situ collection of monies for services requiring payment (e.g. visitor's tax) are to be performed directly by the Lessor. In the event of short-notice bookings with fewer than 14 days prior to the arrival date, collection of the remaining payment shall also be performed directly by the Lessor on location.

8. The Lessor consents to the Broker offsetting their advertising and brokerage commission pursuant to Sections 4 Para. 1 and 3 against the Lessee's down-payment. Should the Lessee's down-payment exceed the Broker's advertising and brokerage commission pursuant to Sections 4 Para. 1 and 3, the Broker shall transfer to the Lessor the remaining portion without delay upon receipt of the down-payment. Payments of any remaining portions to the Lessor can only be performed by bank transfer to a current account. In the event of transfers to accounts based overseas, any costs incurred are to be borne by the Lessor. The Broker is entitled to offset due claims against down-payments made to the Lessor. The Lessor is not entitled to refuse service to Lessee even if the Lessor objects to offsetting. The Broker is also entitled to collect the total price of the booking, to process it and to pass it on to the Lessor after the Lessee's departure for the respective booking, less the advertising and agency commission in accordance with § 4 Para. 1 and 3.

Notwithstanding the foregoing paragraph, payment terms (including refund terms) may vary for individual network partners in accordance with their specifications, which the Broker shall comply with and over which the Borker has no control. For example, in the case of some network partners, the total price will be paid by the Lessee to the network partner at the time of booking or in several instalments and will be forwarded to the Broker in accordance with the applicable payment modalities less any fees, taxes and commissions charged by the network partner. Upon receipt, the Broker shall forward the amount due to the Lessor (less advertising and broker commission) to the Lessor. By activating the holiday home, the Lessor agrees to the payment terms of the network partner.

9. Complaints received by the Broker from the Lessee will be communicated without delay to the Lessor. The Broker shall not be responsible or liable for any such complaint, grievance or claim. The defence, assertion and settlement of any claim arising out of the Lessee shall be the sole responsibility of the Lessor, unless the Broker voluntarily participates by providing customer service to a Lessee at the Broker's discretion, mediating between the parties regarding the complaint or arranging alternative accommodation.



## **Section 7 – Contract term, termination**

1. The contract can be terminated ordinarily by both parties by providing notice of one month to the end of the month. Termination must be in writing or text form.
2. The right to terminate for good cause remains unaffected. In such an event, the Broker is entitled to immediately delete the Lessor's posting and block their access to the Internet platform. Good cause for termination is constituted by a major infringement of the obligations expressly governed by these conditions on the part of the Lessor; this especially applies if insolvency proceedings are initiated concerning the Lessor's assets, the Lessor becomes insolvent or unable to pay, or insolvency proceedings are rejected due to lack of assets. Good cause is further constituted if the Lessor places unlawful content in their posting, if the Lessor continues to breach the contract despite written warning or repeatedly violates the Broker's quality standards (e.g. response times) despite being requested to do so.
3. Should one of the parties ordinarily or extraordinarily terminate the contract concluded, this shall have no influence on the obligation to pay the agreed fees due; a refund will not be made for the duration of the contract.
4. Termination or the ending of the contract by other means does not affect bookings already brokered. The Lessor is obliged to provide the holiday accommodation in line with any Lessee bookings.

## **Section 8 – Liability**

1. The Lessor is liable for intentional acts and gross negligence. In the event of minor negligence, the Lessor is only liable for breaches of cardinal obligations and their liability is restricted to typical damage or consequences that could be foreseen upon contract conclusion. This also applies to minor negligent breaches of obligations by the Lessor's legal representatives and auxiliary agents. This liability restriction for minor negligence does not apply to compensation for damages related to loss of life, bodily injury or damage to health.
2. Except in the event of intentional acts and gross negligence, the Lessor is not liable for direct damages, such as additional expense, lost profits or cost savings that fail to occur.
3. The Broker is not liable for damage culpably caused by the Lessor due to missing or erroneous information, incomplete relinquishment of the information owed, or deadlines missed on their part. The Lessor guarantees that their holiday accommodation will be provided in a suitable condition and bears sole liability for the accuracy of the information they provide and the presence of assured attributes. The Lessor is liable for all consequences arising from a contractual violation or infringement of third-party rights due to the content of the posting. The Lessor releases the Broker from all claims for compensation and other third-party claims due to the condition of the holiday accommodation, or erroneous or incomplete information. If a claim is directly asserted against the Broker by a Lessee or third party, the Lessor is obliged to compensate all costs accrued thereby, including the costs of legal defence.
4. Should content and programmes transmitted or uploaded by the Lessor lead to impediments, errors or outages affecting the Broker's system or databases, the Lessor is obliged to compensate the Broker for damage that arises therefrom.
5. If a claim is made against the Broker on the basis of the liability provisions of a network partner for a situation for which the Lessor has caused the liability, the Lessor shall indemnify the Broker in full on

first demand to the extent permitted by applicable law. In the event that a network parker asserts a claim for damages or contractual penalties against the Broker, the Lessor agrees to promptly reimburse the Broker for any such claim or to set off any such claim against any existing claim for payment.

## **Section 9 – Final provisions**

1. Should individual provisions of these conditions be or become ineffective or unenforceable, this does not affect the effectiveness of the remaining provisions. Any ineffective or unenforceable provision is to be replaced by an effective and enforceable provision which most closely corresponds to the original economic purpose of the ineffective or unenforceable provision as intended by the contractual parties. The preceding provisions also apply in the event that the contract is found to exhibit gaps in regulations.
2. Changes or amendments to these conditions require the written or text form (e.g. email) in order to be effective. This also applies in the event that the written/text form is waived.
3. The contractual and legal relationship between the Broker and Lessor is subject exclusively to German law. The place of jurisdiction for the contractual and legal relationship shall be the court at the registered office location of the Broker.
4. The Broker is only entitled to offset claims insofar as these are counter claims, which are undisputed or legally established by a court in an EU member state. Claims arising from the contract with the Broker may only be assigned to third parties by the Lessor with the prior written consent of the Broker.
5. The European Commission provides a platform for online dispute resolution (ODR) for out-of-court settlement of consumer law-related disputes, which the Lessor can find at <http://ec.europa.eu/consumers/odr>. The Broker does not participate in any dispute resolution procedures in front of a consumer arbitration board and is not obliged to participate therein.

Annex 1 – General booking conditions of the host / bestfewo and partner network

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