

# General terms and conditions for accommodation providers <sup>1</sup>

## **§ 1 Scope of Application, General Terms and Conditions of the Providers, Change of Terms of Service**

(1) The company ChargeHorizons GmbH, Pfarrgasse 4, 01067 Dresden, represented by the management (hereinafter referred to as "ChargeHorizons" or "we"), operates a search and mediation platform (hereinafter referred to as "platform") for sustainable accommodation (hereinafter referred to as "accommodation") under the URL <https://www.chargeholidays.com/> or as a mobile application. Providers of accommodations (hereinafter referred to as "Provider", "User" or "You") can offer sustainable accommodations for a temporary stay on the platform. Visitors to the platform (hereinafter referred to as "travelers") can search for suitable accommodations on the platform, compare them and book, pay for, rebook if necessary, cancel and rate them directly with the providers with the help of the platform.

(2) These Terms of Service conclusively contain the terms and conditions applicable between ChargeHorizons and you for the accommodation offered by ChargeHorizons within the framework of the Platform. Any provisions deviating from these Terms of Use shall only apply if confirmed in writing by ChargeHorizons. Without prejudice to the statutory provisions for the effective inclusion of TOS, you acknowledge these Terms of Service as authoritative at the latest upon registration pursuant to § 3 or use of the Platform (e.g. offering accommodation). These terms of use apply to both commercial and private accommodation providers.

(3) With regard to the respective payment, cancellation and rebooking conditions, the TOS of the respective providers apply exclusively to the traveler. The terms and conditions of ChargeHorizons have no influence on this, as far as nothing else is regulated in the following. ChargeHorizons does not assume any liability for the contents of the TOS of the providers.

(4) The use of the platform is only allowed to people who have reached the age of 18 and can enter into legally binding contracts.

(5) ChargeHorizons reserves the right to change or amend these Terms of Service at any time. We will inform you about the changes and amendments in time. You may object to them within 15 (fifteen) calendar days after notification of a change or amendment and terminate the contract with us. In certain cases, the period may be longer. We will separately inform you of the right to object and the legal consequences of silence in the event of an amendment to the Terms of Service. If no objection is made or if you continue to use the platform after becoming aware of the changes, this shall be deemed to be your tacit consent to the respective notified changes or amendments. Pursuant to § 151 BGB (German Civil Code), we waive receipt of the declaration of acceptance. The foregoing notice period shall not apply if ChargeHorizons must make changes to the Terms and Conditions due to legal or regulatory obligations in a manner that does not allow us to meet the stated notice period, or if ChargeHorizons must make changes to avert an unforeseen and imminent danger in order to protect the Platform, consumers, you or other users from fraud, malware, spam, privacy violations or other cybersecurity risks.

## **§ 2 Services of ChargeHorizons, Contractual Status of Providers and Travelers, Payments by Travelers, Sustainability Check, Ranking, Service Changes**

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<sup>1</sup> Diese Nutzungsbedingungen müssen zu jedem Zeitpunkt der Geschäftsbeziehung mit dem Anbieter von Online-Vermittlungsdiensten, auch während der Phase vor Vertragsabschluss, leicht verfügbar sein; D.h. die Homepage, jede Unterseite sowie jede Nachricht (z.B.) E-Mail muss einen Link oder einen sonstigen Verweis zu den jeweils aktuellen Nutzungsbedingungen enthalten. Besteht bezüglich bestimmter Klauseln (z.B. Höhe der Provision), die nicht unter die gesetzliche Transparenzpflicht fallen, ein Geheimhaltungsbedürfnis, empfiehlt es sich diese entweder in den AGB abstrakt auszugestalten und die Details in einer separaten nicht öffentlichen Vereinbarung zu regeln oder insgesamt eine separate Vereinbarung abzuschließen.

(1) ChargeHorizons enables you to offer accommodations to private and business travelers on the platform and to conclude legally binding contracts with travelers about the accommodations you offer. The Platform has a user account that you can use to offer and manage travel services on the Platform. Travelers can reserve, book, rebook, pay, cancel and rate accommodations through the Platform. ChargeHorizons itself does not offer accommodations in its own name. ChargeHorizons is only active as an intermediary between you and the travelers. Our services consist of the technical provision and maintenance of the Platform usage functions. We thereby give you the opportunity to offer accommodations to travelers for a temporary stay via our platform. By booking through us, you enter into a direct legally binding contractual relationship with the travelers. We act solely as an intermediary between you and the travelers. You alone are responsible for providing the accommodation under the terms and conditions stated in your offer published on the platform and at which the travelers have booked the accommodation through our platform. We will forward the traveler's booking details to you and send the traveler a confirmation email on your behalf and in your name. The brokerage contract with us comes into effect regardless of any separate agreements between you and the traveler. The payments made by the travelers for bookings via the platform are processed by the external payment service providers acting on our behalf. We collect the payments in your name and for your account and forward them to you after deducting the commission owed internally.

(2) By posting an accommodation on the Platform, you give us an unconditional order to provide the accommodation to travelers on the terms you specify in the offer and agree to pay a commission. ChargeHorizons undertakes to act as an intermediary exclusively by operating the Platform as described in these Terms of Service, by presenting your accommodation on the Platform and by enabling travelers to make reservations, bookings, rebookings, cancellations and, if applicable, payments for accommodation, and by ensuring that payments are processed.

(3) If the accommodations offered by you are booked and paid via the platform, we will collect the price agreed between you and the traveler and forward it to you lowered by a commission in accordance with § 8 of these Terms of Service. You hereby agree that by paying the full price agreed between you and the traveler to us, the respective traveler fully fulfills his payment obligation to you in this regard.

(4) In addition, you may, in each case for a separate fee, subject your accommodation to a ChargeHolidays Sustainability Check (hereinafter referred to as "Sustainability Check") conducted by ChargeHorizons in cooperation with an organization for certifications in tourism on an annual basis and thereby improve the position of your offer in the search results, as described below.

## **(5) Ranking.**

(a) The essence of ChargeHorizons is characterized by our sustainability focus. The parties therefore agree that the ranking of the accommodation providers and thus of the accommodation offered by them at a given location (hereinafter referred to as "Accommodation") is carried out according to the degree of fulfillment of the measures supporting sustainability, in particular in the categories of management, human resources management, procurement, mobility, resource management, waste management and communication by the accommodation in question (hereinafter referred to as "degree of fulfillment") what counts as relevant parameter. In addition, there are further parameters for the purpose of randomization as well as the filter settings, which are

when searching for accommodation by travelers on our platform. The accommodations are classified into three categories.

(b) First, the accommodations are displayed that have a full certificate recognized and valid by us (hereinafter referred to as "certificate"). These accommodations are locally audited by a certification body and recognized by the Global Sustainable Tourism Council. The proof of a certificate therefore leads to a degree of fulfillment of 100%. Which certificates are recognized by us can be found in a list on our website at <https://www.chargeholidays.com/certification/>. ChargeHorizons reserves the right to update the list of accepted certificates at any time.

(b) All accommodations that do not have a certificate but have passed the Sustainability Check will be displayed according to the accommodation's score in the Sustainability Check, after the accommodations that have a certificate. Accommodations with the highest overall score in the Sustainability Check are displayed first. This overall score is made up of the performance in the areas of management, personnel management, procurement, mobility, resource management, waste management and communication. In the individual categories, a score up to a maximum of ten is determined based on the information provided in the activated sustainability check system, which is provided in cooperation between ChargeHolidays and an organization for certifications in tourism. This is displayed in the form of a spider diagram, the so-called ChargeHolidays dreamcatcher and displayed in the listing and in the profile of the accommodation. In addition, the accommodation is free to provide more transparent information about its commitment to sustainability.

(c) All accommodations that do not have a certificate and have not completed the Sustainability Check and therefore cannot be evaluated according to their degree of fulfillment are displayed behind the accommodations that have a certificate and have completed a sustainability check.

(d) Randomization ensures that accommodations in their respective category (e.g. certificate, sustainability check) are displayed equally often in the first position.

(e) In addition, the travel customer is only shown the accommodations that match the filters he or she has set (e.g. price range, travel location and time period).

(6) The services of ChargeHorizons described in this section, as well as the conditions and available functions specified on the platform at the time, comprehensively and conclusively define the characteristics of the services offered by us. In particular, public statements by ChargeHorizons as well as our assistants or third parties (e.g. representations in public) do not contain any descriptions of our services that supplement or modify this service description.

(7) ChargeHorizons reserves the right to change, update, adapt, replace, further develop the features of the platform (e.g. design, presentation, functions, algorithms, software, service providers, offered means of payment, recognized certificates, weighting of parameters in ranking) in whole or in part, as well as to provide new services. We will inform you about changes to the platform that are essential to the contract in your account and/or by e-mail.

(9) We reserve the right, in case of predominant legitimate interests of ChargeHorizons, to suspend, terminate or otherwise restrict the services of the Platform (e.g. design, presentation, functions, algorithms, software, service providers, central means, recognized certificates, weighting of parameters in ranking) in whole or in part. Overriding legitimate interests may include: Insolvency, sale, acquisition, dissolution or liquidation of the company, change in the company's business purpose, changes in legal regulations, legal or regulatory prohibitions, determination of lack of profitability or demand for certain services or functions, increase in the user-friendliness of the platform, increase in profitability and demand for certain services, influence by state of the art technology, influence by trends, findings and research concerning sustainability. We will notify you in the event of a restriction of the Services prior to or immediately upon the restriction taking effect and in the event of a discontinuation of the Services with a notice period of 30 (thirty) days prior to the respective taking effect. The foregoing period shall not apply if ChargeHorizons is required by law or governmental regulation to impose a restriction or discontinue the Services in a manner that does not permit us to comply with such period, or if ChargeHorizons is required to impose a restriction or discontinue the Services to address an unforeseen and imminent threat to protect the Platform, consumers, you or other users from fraud, malware, spam, privacy violations or other cybersecurity risks. The provisions of § 5 of these Terms of Service and the right to extraordinary termination without notice for cause remain unaffected.

### **§ 3 Admission and access to the platform, mandatory information, design of offers**

(1) The use of the platform is only available to persons of legal age.

(2) There is no entitlement to initial admission to the platform and use of the platform. For admitted users and those who were admitted, the provisions of these Terms of Service regarding complete or partial suspension, termination and restriction of the provision of the services of this platform shall apply.

(3) To use this platform, you must register online, thereby accepting the Terms of Service and creating an account. When registering, you must truthfully provide the required information. In particular, you are obliged to state whether you offer the accommodation as an entrepreneur (§ 14 BGB) or as a private user (§ 13 BGB). Furthermore, when designing your user account and your offers, you are obligated to make all statements truthfully and to provide all information that you are required to provide by the laws applicable to you (including consumer protection regulations). This obligation applies in particular to the information obligations applicable under EU law for distance contracts. By registering, you warrant that you are authorized, empowered and fully authorized to enter into and perform the obligations under these Terms of Service for the User.

(4) We will accept your registration by e-mail and activate your account or inform you of a refusal. We do not have to give any reasons for this. By accepting, but at the latest by posting an offer, a paid contract for an indefinite period of time is concluded between ChargeHorizons and you according to these Terms of Service.

### **§ 4 Duties and liability of the users**

(1) You warrant that you will duly and properly perform the contractual obligations you enter into with travelers on this platform in accordance with the statutory regulations applicable to travelers. In particular, you warrant that the accommodations you offer are available and that you can provide them without defects and on time. Furthermore, you warrant that you will ensure traffic safety obligations and compliance with all laws applicable to the operation of lodging establishments and restaurants in the accommodations booked by the travelers.

(2) You agree to indemnify ChargeHorizons upon first demand from all claims of the travelers that they assert against us due to a culpable violation of the obligations mentioned in the preceding paragraph by you or your vicarious agents, as well as from all reasonable costs that arise for the defense of these claims.

(3) If the provision of the accommodation booked via the platform becomes impossible due to events of force majeure according to § 9 para. 9 of these Terms of Service, you undertake to indemnify ChargeHorizons from all claims of the travelers, which they assert against us due to impossibility, as well as from all reasonable costs, which arise for the defense of these claims, upon first request.

(4) You are solely responsible for all activities that occur through the use of this platform by you or your agents. You may not use the account of another person to access the platform at any time.

(5) You shall,

(a) establish and maintain the necessary data security precautions throughout the term of the contract. This refers in particular to the careful and conscientious handling of logins and passwords;

(b) notify ChargeHorizons immediately of any technical changes occurring in your area if they are likely to affect the provision of services or the security of the platform;

(c) cooperate in the investigation of attacks by third parties on the Platform, to the extent that such cooperation by you is required;

(6) You are prohibited from placing content (e.g. through links or frames) on the platform that violates legal regulations, official orders or morality. Furthermore, you are prohibited from posting content that violates the rights, in particular copyrights or trademark rights, of third parties. In particular, such content may not be used without the consent of the respective rights holder.

(7) You guarantee that any content posted on the platform does not violate the applicable law or morality, neither by its content nor by its form. The same applies to the setting of external links and frames. In particular, it is not permitted to disseminate content that glorifies racism, violence and extremism of any kind, calls and incitements to criminal acts and violations of the law, threats against life, limb or property, incitement to hatred against persons or companies, statements that violate personal rights, defamation, Defamation and defamation of users and third parties as well as violations of fair trading laws, copyright infringing content or other violations of intellectual property rights, sexual harassment of users and third parties, pornography, offensive, sexist, obscene, vulgar, abhorrent or disgusting materials and expressions.

(8) You are prohibited from using, copying, distributing, reproducing, editing, translating, publishing, or decompiling the Platform, the Content, and the databases available on the Site in any way through the use of any automated device or manual process. Furthermore, you may not reproduce the Platform, in whole or in part, on another website or otherwise using any device, including, without limitation, image storage or framing of the website ("Framing") or any other framing technique to enclose any portion or aspect of the Platform or to mirror or duplicate any portion of the Platform.

(9) You must refrain from any activity that is likely to generate automated page views, interfere with, damage and/or unduly burden the operation of the Platform or the technical infrastructure behind it and/or violate applicable laws and morality. This includes in particular:

(a) the use of bots, spiders, scrapers, software, scripts or databases in connection with the use of the Platform;

(b) the use of any programs that serve the purpose of collecting or using personal data from other users (in particular for business purposes),

(b) the use of malicious software (such as viruses)

(c) the automatic reading, blocking, overwriting, modifying, copying of data and/or other content, unless this is necessary for the proper use of the platform.

(10) It is prohibited for you to use the platform for the purpose of advertising accommodation that is not offered as part of a valid offer.

(11) ChargeHorizons does not under any circumstances adopt the content posted by you or any other third party content as its own. ChargeHorizons reserves the right to block third party content if it violates these Terms of Use, in particular if it is punishable under applicable laws or recognizably serves to prepare punishable acts.

(11) You agree to compensate ChargeHorizons for all damages resulting from your failure to comply with the obligations of these Terms of Use and, in addition, to indemnify ChargeHorizons against all claims of third parties, including attorney's fees, court costs and fines, which they may assert against ChargeHorizons due to the User's culpable failure to comply with these obligations. In particular, you will indemnify ChargeHorizons against all claims asserted by third parties against ChargeHorizons due to culpable infringement of their rights or due to culpable infringement of rights based on the offers and/or content posted by the User.

## **§ 5 Discontinuation and Restriction of Services, Obligation to Indemnify for Damages**

(1) In the event of a detected violation or a reasonable suspicion of a violation of these Terms of Service, we will request you to remedy the violation or to prove that it does not exist within a reasonable period of time, unless the setting of a deadline is dispensable due to applicable laws. If you do not comply with the request in due time or if the setting of a deadline is dispensable, we reserve the right, depending on the nature of the violation, to restrict or suspend the provision of the services of the platform with regard to individual services offered by you, i.e., e.g., to block a certain offer of yours or to completely terminate the provision of the services of the platform for you, e.g., to block your user account. The right to extraordinary termination without notice for good cause remains unaffected.

(2) If ChargeHorizons decides to limit or suspend the provision of the services of the Platform to a particular User with respect to individual services offered by that User, we shall provide the affected User with the reasons for such decision on a durable medium at the same time as the suspension or limitation takes effect. If ChargeHorizons decides to completely terminate the provision of the Platform's services to a particular User, we shall provide the affected User with a statement of the reasons for such decision on a durable medium at least 30 days prior to the effective date of such termination. This period shall not apply if ChargeHorizons is subject to legal or regulatory obligations that require complete termination of the provision of the services of the Platform to you, and in doing so do not allow us to meet the deadline; we can prove that you have repeatedly violated the applicable Terms and Conditions. The right to extraordinary termination without notice for good cause remains unaffected.

(3) In the event of an individual restriction, suspension or termination of the provision of the services of the platform, we offer you the opportunity to clarify the facts and circumstances within the framework of the internal complaints management procedure pursuant to § 13 of these Terms of Use.

## **§ 6 Granting of rights by the user**

(1) You grant ChargeHorizons, for the content of these Terms of Service and the underlying Agreement a non-exclusive, royalty-free, geographically unrestricted, transferable, sublicensable right of use to third parties to the content posted by you or your employees on the platform, including the designation of your company and your logo. This includes, in particular, the right of reproduction, the right of distribution and the right of public reproduction, the right of making available to the public for the purpose of the proper operation of the platform as well as the marketing of our services, such as through marketing measures in all common online and offline media. In particular, ChargeHorizons is entitled to use, edit, exploit, host, copy, translate or create derivative works of the content.

(2) You waive the right to name the author. This provision does not affect the user's option to grant third parties rights to posted content according to certain licensing models.

(3) You warrant that the rights granted in paragraph 1 are free from third party rights that may prevent ChargeHorizons from exercising the rights of use and that you are fully entitled to grant them to the extent described.

(4) In all other respects, you retain all rights to all content that you publish or upload on the Platform.

## **§ 7 Granting of rights by ChargeHorizons**

(1) We grant you a non-exclusive, non-transferable license, limited in time to the term of the Agreement and revocable at any time, to access and use the Platform for the purposes described in these Terms of Service.

(2) In all other respects, ChargeHorizons remains the sole owner of all rights in and to the Platform and claims arising therefrom, including intellectual property and industrial rights in and to the Platform, the Software, including the Code and Documentation, trade names and trademarks and other proprietary information and works and rights therein and therefrom.

(3) You are not authorized to remove or otherwise obscure any notices that refer to ChargeHorizons' rights and claims referred to in paragraph 2. Furthermore, you are not authorized to modify, copy, frame, republish, decompile, disassemble, reverse engineer, download, transmit or distribute the Platform in any form (e.g., software, design, code), regardless of how and whether you or any third party does so.

## **§ 8 Remuneration, Payment, Prohibition of Assignment, Exclusion of Set-Off**

(1) The Provider shall pay a commission on the net price of the transaction sum plus the applicable sales tax for each transaction generated with the help of the platform. The amount of the commission in percent is determined by the package booked by the User. The net price is the price at which the traveler has booked or reserved a travel service, less the respective legally applicable sales tax and, if applicable, any tourism tax (e.g. local tax, visitor's tax, guest tax, residence tax, spa tax or spa contribution, accommodation tax, overnight stay tax, residence tax, occupancy tax, hotel tax, accommodation tax, city tax, room tax or tourist taxes) which may vary from country to country or from place to place. The consideration of other occupancy taxes and similar levies requires a separate agreement.

(2) A transaction occurs when a traveler books and pays for accommodation using the platform or makes a reservation to make payment on site. If the traveler has opted for payment on site, you are obliged to collect the total price immediately upon arrival and before the traveler moves into the accommodation. You hereby agree that payment defaults resulting from the culpable breach of the obligation under the preceding sentence shall not affect ChargeHorizons' right to payment of a commission.

(3) ChargeHorizons undertakes to submit to the Provider monthly in retrospect by the 10th of each month a statement of the generated transactions of the previous month as well as the commission payments already made and still outstanding in relation thereto. The Parties agree that invoices shall be issued and sent to the User exclusively in electronic form.

(4) The invoiced amount is due 30 days after receipt of the invoice. You shall be in default without further reminder if the payments are not credited to our account on the agreed dates. The statutory consequences of default shall apply.

(5) If a cancellation of the accommodation is made by the traveler and a full or partial refund of the paid price is made to him, we are obliged to credit and repay the already paid commissions in full or in part to you by way of a settlement or to issue a credit note for the commissions listed as open in the settlements. We are entitled to offset these credits against any outstanding commission claims. The settlement of the amounts to be refunded or offset due to the cancellation as well as the creation of the credit notes shall be made monthly in arrears by the 10th of each month. If a settlement shows a credit in your favor, this is due for payment within 30 days after issuance of the settlement.

(6) With regard to all payment claims, your right of retention or set-off is excluded, unless your counterclaims are undisputed or legally established.

(7) A partial or complete transfer of the provider's rights from this contract to third parties is excluded without the prior consent of ChargeHorizons. § 354a HGB remains unaffected.

### **§ 9 Limitation of Liability of ChargeHorizons, Shortening of the Statute of Limitations, Consequences of Force Majeure**

(1) ChargeHorizons is liable according to the statutory provisions,

(a) if liability cannot be limited or excluded,

(b) in cases of intent or gross negligence of ChargeHorizons or a representative or vicarious agent,

(c) in case of culpably caused injury of life, body or health,

(d) according to the respectively valid product liability law as well as if

(d) we fraudulently conceal a defect or

(f) we assume a guarantee.

(2) We shall also be liable for typical contractual damages incurred by you as a result of a material breach of contractual duty committed by us, a representative or a vicarious agent if we are only guilty of slight negligence. An essential contractual obligation in the aforementioned sense is an obligation the fulfillment of which makes the proper execution of the contract possible in the first place and the observance of which the contractual partner regularly relies on and may rely on. The liability in case of breach of such an essential contractual obligation is limited to the damage typical for the contract, the occurrence of which ChargeHorizons had to expect at the time of conclusion of the contract due to the circumstances known at that time. ChargeHorizons' total liability under this paragraph shall be limited to the value of the performance of the contract in accordance with the Terms of Service during the preceding twelve (12) months. In all other respects, our liability for ordinary negligence is excluded.

(3) A change of the burden of proof to the disadvantage of the provider is not connected with the above regulations.

(4) You must assert claims for damages pursuant to Par. 2 within a period of one (1) year. This period begins at the end of the year in which the claim arose and you became aware of the circumstances giving rise to the claim or should have become aware of them but failed to do so due to gross negligence, but no later than two (2) years after the claim arose and no later than five (5) years after the act, breach of duty or other event giving rise to the damage occurred.

(5) We do not guarantee an uninterrupted, virus-free or error-free operation of the platform.

(6) ChargeHorizons is liable for the loss of data in accordance with the above paragraphs only if such loss could not have been avoided by reasonable data backup measures on the part of the User.

(7) The liability does not extend to impairments of the contractual use of the services provided by ChargeHorizons on the Platform, which have been caused by an improper or incorrect use by the User.

(8) Insofar as the platform offers the possibility of forwarding to databases, websites, services, etc. of third parties, e.g. by setting links or hyperlinks, ChargeHorizons is neither liable for accessibility, existence or security of these databases or services, nor for their content. In particular, ChargeHorizons is not liable for their legality, correctness of content, completeness, up-to-dateness, etc.

(9) If a Party is prevented from fulfilling its obligations under these Terms of Service and the underlying Agreement due to events beyond the control of a Party that are unavoidable or insurmountable for a Party and unacceptable due to their frequency ("Force Majeure Event"), the mutual contractual obligations shall be suspended from the time of the occurrence of the Force Majeure Event and shall be restored after the Force Majeure Event ends. In this case, the contract term and the contractually agreed fulfillment dates shall be extended by the period of the duration of the force majeure event. Events of force majeure may include in particular: exceptional natural events (e.g. earthquakes, floods, severe thunderstorms, lightning strikes, drought disasters), third-party interventions (such as fires, riots, strikes, lockouts, non-internal labor disputes, riots, explosions, acts of sabotage, terrorist attacks) uncontrollable spread of infectious diseases (e.g. SARS-CoV-2). e.g. SARS-CoV-2) and related legal and official directives as well as assessments by national and international organizations and institutions (e.g. risk assessments by the Robert Koch Institute), sovereign measures (e.g. embargoes, import and export bans, sanctions, acts of war).

## **§ 10 Confidentiality**

(1) The contracting parties agree that these Terms of Service and all information which the parties make available to each other within the scope of their business relationship pursuant to these Terms of Service and the underlying contract are of a confidential nature if they are not yet generally known and not readily accessible to the general public (hereinafter "Confidential Information" or "Trade Secrets"). It is of economic value to the providing Contracting Party and is protected at the latter by appropriate confidentiality measures. It has a legitimate interest in keeping the confidential information secret. If a confidential information provided does not meet the requirements of a business secret under the Business Secrets Act (GeschGehG), such confidential information shall nevertheless be subject to the confidentiality obligations under this provision.



(2) Each of the Contracting Parties undertakes to treat as strictly confidential for an unlimited period of time all business secrets of which it becomes aware indirectly or directly and to use such secrets only for the purposes of implementing this Agreement. The confidential information may be disclosed only to those persons who need access to the confidential information to fulfill the purpose of the Agreement and impose on them the confidentiality provisions of this Agreement. Each of the Parties shall immediately notify the other Party in writing of any loss or unauthorized disclosure of Confidential Information. This shall also apply in the event of robbery, burglary, theft and similar occurrences.

(3) Each of the contracting parties shall take appropriate technical security measures in accordance with the current state of the art to protect the confidential information and shall secure it against unauthorized access or misuse by third parties and against loss by means of appropriate and suitable secrecy and protection measures, and shall keep information marked as "strictly confidential" under lock and key. Each of the contracting parties shall refrain from commercially exploiting or reproducing the confidential information itself or through third parties, in particular from reverse engineering or reverse translating it, for example by decompiling or so-called reverse engineering.

### **§ 11 Data access and responsibility under data protection law**

(1) ChargeHorizons has access to such data that you and the travelers provide during registration and during the use of the platform. This is personal data described in the privacy information and other data, such as information about your offers, appearance of your offers in searches, views of your offers, redirection to your website or a website of your intermediary, booking data of accommodation, amount of prices and commissions owed and paid, information related to the suspension, restriction and termination of the services . These data may be disclosed to third parties for the proper functioning of the platform or for operational and legal reasons. You will have access to the data that you provide for the use of the relevant platform or that is generated in the course of providing the services of the platform, through your user account or when you send us a request in text form. For personal data, please refer to the Privacy Information .

(2) ChargeHorizons is solely responsible for the processing of personal data of users and travelers necessary for technical, contractual and legal reasons within the meaning of the GDPR. This concerns in particular the processing of personal data of responsible employees (e.g. legal representative, employee, vicarious agent) of the User as well as Travelers for the fulfillment of contractual and legal obligations and the logging of access to the Platform and changes made in the respective User account for reasons of IT security. In addition, ChargeHorizons reserves the right to anonymize the data on the use of the Platform by you and your employees as well as the Travelers and to use them for legitimate business purposes (e.g. for the preparation of statistics and presentations, evaluation of usage for the improvement of the Platform and measurement of its efficiency). In all other respects, you are solely responsible for the processing of personal data of your employees, vicarious agents, travelers and other data subjects within the meaning of the GDPR.

(3) By registering, you warrant to ChargeHorizons that, with respect to the data transferred by you and your employees and other vicarious agents, the requirements of data protection law are complied with and indemnify ChargeHorizons against any claims, including claims under public law, to the extent that you are responsible for the processing of personal data and the technical-organizational measures. In particular, you yourself must ensure that the necessary legal basis, if any, is in place before personal data of data subjects is posted on the platform in the context of setting up employee logins or in any other way.

### **§ 12 Contract duration**

(1) The usage agreement underlying these Terms of Service is concluded for the time for which you are registered on the platform and have an active account. The provisions of § 5 as well as § 2 para. 7 remain unaffected. This paragraph has no influence on the rights and obligations of the parties regarding already arranged accommodations.

(2) The order placed in each case by setting an accommodation can be revoked at any time by deactivating or deleting the respective travel service in your account. This does not apply to offers or accommodations for which one or more bookings or reservations have already been conclusively made by one or more travelers on the platform. If such an offer is revoked, the validity of the contract concluded between you and the traveler remain unaffected.

(3) Each party has the right to terminate the User Agreement for good cause without notice. An important reason for ChargeHorizons is in particular:

(a) the violation of a User against the provisions of these Terms of Service, which is not remedied even after setting a deadline, unless the setting of a deadline is dispensable according to the applicable legal provisions;

(b) the repeated violation by a user of the provisions of these Terms of Service;

(b) a user's tortious act or attempted tort, such as fraud;

(c) the User's default on the payment obligation pursuant to the payments to be made by the User pursuant to Section 8 of these Terms of Service (i) for two consecutive dates or (ii) in a period extending over more than two dates, in an amount equal to the payment obligation for two months.

(d) The breach of the confidentiality obligation.

### **§ 13 Complaint management and mediation**

You may direct your complaints about (i) any suspected non-compliance with laws by ChargeHorizons Providers that affects you, (ii) technical issues directly related to the provision of the Platform Services that affect you, and (iii) actions or conduct by ChargeHorizons that are directly related to the provision of the Platform Services that affect you to [complaint@chargeholidays.com](mailto:complaint@chargeholidays.com). Each complaint will be carefully reviewed and expeditiously addressed to bring about an appropriate resolution of the issue. We publish an annual report on the operation and effectiveness of our internal complaint management system.

If a dispute cannot be fully resolved through our internal complaint management system, the dispute may, at your discretion, be referred to MEDIATOR GmbH, Mediation - Conflict Consulting, Bölschestr. 114, 12587 Berlin, [info@mediatorgmbh.de](mailto:info@mediatorgmbh.de) or the Mediation Center of the Dresden Chamber of Industry and Commerce, Langer Weg 4, 01239 Dresden, [service@dresden.ihk.de](mailto:service@dresden.ihk.de). To initiate mediation, one party must notify the other party in writing that the dispute is being referred to a mediation center. The document for initiation of mediation is sent in copy to a mediator.

### **§ 14 Final provisions**

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you are a consumer and have your habitual residence in another country at the time of the conclusion of the contract, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.

(2) If the parties are registered traders, legal entities under public law or special funds under public law according to German law, or in the event that the traveler does not have a general place of jurisdiction in Germany, or in the event that the party to be sued moves its domicile or habitual residence out of the area of application of this law after conclusion of the contract, or its domicile or habitual residence is not known, the place of jurisdiction is agreed to be the then current registered office of ChargeHorizons.

(3) If these Terms of Service require the written form, the text form (e.g. e-mail or fax) or the simple electronic form fulfills the requirement of the written form, unless the parties expressly agree otherwise and provided that the declaration is received by a person who is authorized to receive it.

(4) The place of performance for all obligations arising from or in connection with the Terms of Service is the registered office of ChargeHorizons. Working days are those working days at the registered office of ChargeHorizons.

(5) Should individual provisions of these Terms of Service be or become invalid and/or contradict legal regulations, this shall not affect the validity of the rest of the Terms of Service. The ineffective provision shall be replaced by the contracting parties by mutual agreement with a provision that comes closest to the economic purpose of the ineffective provision in a legally effective manner. The above provision shall apply mutatis mutandis in the event of loopholes.