

General Terms & Conditions (GTCs) for portal partners of the Tiscover GmbH group of companies

Valid from 1.5.2009 in Austria, Germany, Switzerland, Liechtenstein and Italy

1. Inclusion and activation

The Partner named in this agreement will be included in the Tiscover portal (www.tiscover.com) under the provisions of the applicable data protection regulations together with the prices and accommodation information he has submitted. The Partner may be a place of lodging, a destination or an alliance. Tiscover reserves the right to abbreviate the Partner's name for technical or other reasons. The Partner will be activated for booking as soon as the Partner's Tiscover prices (for rooms, holiday apartments, suites, holiday homes, etc.) have been entered. Tiscover reserves the right not to activate Partners who quote unfair market prices.

The same applies if the Partner has neither uploaded at least 3 photos of the accommodation onto the system nor entered any information on the accommodation using the Tiscover extranet. Tiscover will be entitled to translate the information provided by the Partner into other languages, to shorten it or adapt it to the Tiscover standard. The descriptive texts on the Partner may not contain links to the accommodation's telephone number or Web site nor the Web sites of Third Parties.

2. Individual reservations

- a) In accordance with this agreement, individual reservations may be made either directly or in response to enquiries with the Partner (booking on demand, BOD), namely through the Tiscover call centre (available 24 hours a day, 7 days a week) or online around the clock over the Internet, www.tiscover.com and Tiscover partner pages (e.g. www.hrs.com, www.tirol.at, etc.). Events of all kinds, seminars, conferences, meetings and conventions will be held by individual agreement.
- b) Unless agreed otherwise, a maximum of three room units can be booked per reservation without contacting the Partner. Fixed room quotas are not required.
- c) The Partner must respond to BOD booking enquiries by Tiscover without delay. If the Partner is interested in the booking enquiry, he must submit an offer that is legally binding, especially in terms of the quoted price. The Partner will be notified on the Tiscover extranet about the legal minimum validity period of the offers he submits. This will be binding for the Partner. The Partner may not shorten the validity period for any offer. If no booking is made before the validity period expires, the Partner may assign the offered accommodation elsewhere. The offer price quoted by the Partner applies for the entire duration of the stay and to all rooms/people as well as all services offered in conjunction with the accommodation. Furthermore, the price must include all taxes, fees and other obligatory costs to the booking customer. All spelling or factual mistakes will be the Partner's liability and will not entitle him to correct or retract his offer after submission.

3. Validity period and termination

This agreement will remain in force indefinitely and be supplemented respectively by new prices supplied by the Partner as the basis for all bookings as well as any notifications about changes to the accommodation facilities. Unless agreed otherwise, either Party may terminate the agreement to the last day of the month without stating the grounds, provided this is done in writing and with 30 days' notice. The agreement comes into effect upon receipt of the signed agreement. If the agreement is terminated, the Partner will be obliged to honour all bookings made through Tiscover as well as unprocessed bookings in accordance with the provisions agreed herein. Termination will not affect Tiscover's right to claim commission on realised bookings (Sections 8 and 9).

4. Best-buy guarantee

In principle, Tiscover expects its Partners to offer it the lowest room rates available including all taxes and other fees ("total prices"). The Partner guarantees always to offer Tiscover prices at least as low as the cheapest available for the Partner on other booking and travel platforms on the Internet or on offer on the Partner's own Web pages (the "parity rate").

5. Notification of publicised rates

The Partner pledges to enter all its latest last-minute discounts on Tiscover without delay and to make these bookable for Tiscover customers. In addition, the Partner may decide to offer special prices (e.g. exclusive prices) that may be highlighted on the Tiscover system in accordance with separate terms. The Partner guarantees that the prices entered on the database are total prices, and that all information about taxes and other fees relating to the accommodation on the Tiscover system is complete and correct. Misleading, incorrect or illegal information about any accommodation with regard to prices, taxes or other fees may result in claims for compensation. When checking out, Tiscover customers may not be charged more for their accommodation than the price confirmed by Tiscover. The Partner will be held liable for all violations of this provision. Tiscover expressly points out that the Partner will be charged for any costs incurred by Tiscover as a result of failure by the Partner to fulfil his obligation to provide correct prices. Furthermore, Tiscover reserves the right to take further action in such instances, including terminating the contractual relationship altogether.

6. Quality guarantee

Each booking contains a tacit agreement that the booked room, holiday apartment, suite or holiday home has the basic facilities typical for the relevant category. Bookings made at special Tiscover rates may in no way be associated with any reduction in quality as regards the size, facilities, location or services of the rooms booked through Tiscover. Tiscover customers must be accommodated exclusively in rooms with the facilities stated in the agreement.

7. Tiscover's mediatory role

- a) Agreements for the relevant services are concluded exclusively between the guest and the Partner. Tiscover acts merely as the mediator of an accommodation agreement between the Partner and a guest, not however in its own name. The Partner is obliged to meet all the demands arising from the agreement for the relevant services, and to provide these directly to the paying guest. Tiscover does not issue vouchers. If the Partner demands the guest make an advance payment, he is responsible for collection of this advance.
- b) If Tiscover's mediation results in an organised travel agreement as per Sections 331b ff. of the Austrian Consumer Protection Act (KSchG) being concluded between the guest and the Partner, the latter will bear sole liability for the fulfilment of all additional obligations associated therewith. The Partner indemnifies Tiscover against all Third-Party breach-of-contract claims or claims regarding its qualifications as a travel operator based on information provided by the Partner, including the necessary and appropriate cost of legal defence.

8. Tiscover's commission

For each realised booking (whether a direct booking or a booking on demand), Tiscover will receive a basic commission of 12% (in the

case of Partners in Austria and Switzerland) or 13% (in the case of Partners in Germany and Italy), in each case plus VAT, on overnight accommodation and breakfast (no matter whether breakfast is indicated as included or not included), half board, full board and all-inclusive prices, package deals and all other special services (e.g. surcharges for higher categories, children's beds, etc.) bookable through Tiscover. The commission is calculated on the basis of the total price to the customer including all taxes and other fees. Commission may also be charged on invoiced "no-shows", no matter whether or when the guest pays for his overnight accommodation.

9. Tiscover commission on special events/group travel

A commission of 12% (in the case of Partners in Austria and Switzerland) or 13% (in the case of Partners in Germany and Italy), in both cases plus VAT, will be levied on all special-event and group travel sales generated by the Partner, including F&B turnover, room rental, provision costs and other flat fees. The commission is calculated on the basis of the total price paid by the customer including all taxes and other fees. The Tiscover conference and group travel department acts as the commissioning customer's intermediary, not in its own name. Billing is conducted directly between the customer and the Partner. Tiscover does not issue vouchers.

10. Payment of the commission

- a) Tiscover commission is subject to value-added tax at the legally applicable rate, where due, which must be paid exclusively to Tiscover and under no circumstances to a Third Party. Unless agreed otherwise elsewhere, commissions will be invoiced periodically. If guests extend or shorten the length of the stay booked through the Tiscover system, the commission will in all cases be based on the actual amount charged to the guest. The right to charge commission for the mediation service will come into being at the very latest on the guest's departure date.
- b) Commission invoices are due immediately and must be paid within 14 days. Corrections may be made via the online booking overview on the Tiscover extranet. Tiscover must be notified through its extranet about any corrections within 7 days of the guest's departure. Thereafter, the invoiced amount will be due. Invoices are considered as irrevocably accepted if no correction is received by the aforementioned deadline.
- c) In the event of late payment, a per-reminder fee of EUR 20 and late payment interest of 12% will be levied. This will not affect the right to press further claims. In the event that the Partner makes unjustified changes to an invoice, a EUR 45 administrative fee will be charged.
- d) The Partner authorises Tiscover to collect in full the commission and any other ancillary costs on the due date. Tiscover may withdraw this sum by direct debit or inter-bank transfer from the Partner's bank account, the details of which the Partner must supply. The transfer authorisation may be withdrawn at any time. On request, the Partner will supply Tiscover with a separate withdrawal authority.

11. Automatic reservation notification

- a) All bookings, changes and cancellations made through the Tiscover system are automatically forwarded to the Partner by fax or e-mail. The Partner guarantees that he can be reached in this way. If the Partner is notified by e-mail, he is obliged to ensure that his e-mail address is permanently available and accessed.
- b) Fax send-reports and e-mail read-receipts will serve as proof that the Partner has received the booking unless the Partner can prove that he did not receive them.

12. Managing close dates

In the interests of upholding the availability guarantee made to all Tiscover customers, the Partner is obliged to update his blocked dates on a regular basis and responsible for entering these dates on the Tiscover extranet. The Partner bears the burden of proof for ensuring that these dates have been received. All changes to blocked dates overwrite or delete those already entered on the Tiscover system.

13. Disclaimer

- a) The Partner is aware that Tiscover's reservation system is based on electronic procedures that may be interfered with in spite of the security measures in place. For this reason, Tiscover will be liable for breach of contract only in cases of wrongful or gross negligence, in particular with respect to the availability and accessibility of the Tiscover system to both the Partner and the guest. Furthermore, Tiscover will be liable in cases of ordinary negligence only if it acts in breach of obligations essential to the fulfilment of this agreement (its cardinal duties). The Parties agree that neither of them will be liable for the consequences of an unavailability of the Tiscover system caused by *force majeure* acting on Tiscover (e.g. power cuts, hacker attacks, etc.). The Partner is and remains responsible for ensuring the proper functioning of his own systems as regards Section 11 above.
- b) Tiscover will be entitled at any time to improve, modify, change, test or repair the Tiscover system or make it unavailable without thus creating any liability or obligations towards the Partner. Where feasible given the prevailing circumstances, Tiscover will endeavour to give the Partner sufficient warning of interruptions or changes to the Tiscover system. Tiscover will further endeavour to limit interruptions to Tiscover services as far as possible.

14. The Tiscover extranet

- a) Changes to blocked dates and room prices made on the online Tiscover extranet come into effect immediately. If technical problems prevent the Partner from entering blocked dates online at any time, he will still be obliged to notify Tiscover about his blocked dates. This is the only situation in which blocked dates may be notified by fax or telephone.
- b) The Partner shall bear exclusive responsibility for data transmitted or copied onto the Tiscover system via Third-Party systems not authorised by Tiscover.
- c) Tiscover will be entitled to change the Tiscover products and Tiscover system (including changing the technology) at any time. Such changes will not grant the Partner any rights apart from the right to termination as per Section 3.

15. The accommodation guarantee

- a) The Partner undertakes to accept bookings made through the Tiscover system and to honour them towards guests. Guests are guaranteed accommodation under the agreed Terms and with the facilities stated in the agreement. The Partner will also be obliged to honour bookings in cases in which he has omitted to block the relevant dates on the Tiscover extranet.
- b) Rebooking in other establishments or accommodation in lower-quality rooms is not permitted. If, in breach of these Terms, rebooking is undertaken, Tiscover must be notified thereof without delay. Furthermore, the Partner is obliged to issue a written declaration which clearly states that Tiscover cannot be held responsible for improper accommodation by the Partner. This declaration will be passed on to the customer. Additional costs that arise following complaints about the quality of accommodation, rebooking/overbooking, non-contractually-agreed or outdated prices must be reimbursed directly to the guest by the Partner himself. The Partner will be responsible for processing complaints. Tiscover will charge the Partner an administrative fee of at present EUR 30 for each complaint received. This will not under any circumstances affect Tiscover's right to charge a commission on the booking.

16. The internal duty to inform

The Partner's management is obliged to inform all members of their reservation staff about the ongoing cooperation with Tiscover as well

as about the contractually or currently agreed prices in the relevant billing currency. The Partner should check his information on the Tiscover Web site from time to time so that outdated details can be corrected.

17. Standard reservations

In general, the Partner must keep all standard reservations open until 6pm local time. If the guest fails to show up by 6pm, the Partner may cancel the reservation without charge. Individual regulations regarding booking and cancellation deadlines must be agreed in advance and in writing.

18. Guaranteed reservations

- a) The Partner must keep guaranteed reservations open beyond 6pm, i.e. the whole night. If the guest fails to show up or the booking is cancelled after 6pm or after the free cancellation deadline, and provided the Partner has unsuccessfully made every effort to fill the room, the Partner may charge the guest for the first night's accommodation minus the cost of any non-incurred expenditure.
- b) Package deals, peak season rates and minimum stays as well as prices linked to particular conditions are subject to the Partner's individual cancellation conditions. Third-Party services (e.g. entrance or musical tickets, etc.) cannot be cancelled free of charge by the guest anymore.
- c) In the event of a no-show or late cancellation, Tiscover will provide the Partner with the guest's details on request for the purpose of invoicing.
- d) Credit card-guaranteed bookings: if a customer provides his credit card number to guarantee a reservation, nothing may be charged to this credit card before the end of the guest's stay. Exceptions may apply to prices that are subject to particular conditions. Tiscover will provide the Partner with the available customer data if the quoted credit card number proves invalid.

19. Partner photos

The Partner may upload or replace photographs online at any time and free of charge via the Tiscover extranet. Tiscover may download photos, graphics and logos free of charge from the Partner's Web pages for use on the Tiscover system and on other sales channels and related marketing campaigns. The Partner guarantees that all photos, graphics, logos supplied to Tiscover and downloaded files are not covered by Third-Party copyright which could limit or prevent their unrestricted use by Tiscover. Tiscover may reject photos that do not meet the Tiscover standard at any time. The Partner may indicate that he is connected to the Tiscover system in his prospectuses, hotel guides and other publications as well as on his homepage. To this end, he may use the logos made available free of charge for this purpose at www.abouttiscover.com.

Furthermore, Tiscover may use the information supplied by the Partner (especially names, brands, photos, etc.) for marketing and sales purposes (advertising, online campaigns such as meta tags and keyword advertising) as well as on other sales channels.

20. Evaluations of accommodation

The Partner agrees that evaluations submitted by guests who book accommodation through Tiscover (or its sales channels) may be made publicly accessible on www.tiscover.com and elsewhere. However he has no right to demand publication of all evaluations. Tiscover reserves the right to remove or not publish individual evaluations, especially if it suspects misuse or attempted slander.

21. False information

- a) Misleading, incorrect or illegal information supplied by the Partner (concerning, for instance, its rating, facilities, location and/or description) may result in claims for compensation. The Partner indemnifies Tiscover against all Third-Party claims resulting from information that the Partner has transferred to Tiscover or entered on the system. The star rating indicated by the Partner is not binding for Tiscover, and may be changed by Tiscover at any time without stating the reason.
- b) Should the price entered by the Partner on the Tiscover system prove incorrect, the Partner shall nevertheless be obliged to charge this price if it has already been booked by a customer. Prices may not be changed after a booking has been made.

22. Booking exclusion

Tiscover may bar the Partner with immediate effect or temporarily prevent him from receiving further bookings for any of the following reasons:

- a) The Partner rejects a booking because he mismanaged his dates, even though the booking was made correctly through the Tiscover system.
- b) He denies receiving notification about a correctly made booking or refuses to provide accommodation for a correctly made booking.
- c) The guest is accommodated in a room of inferior quality or of below-average size (a "maid's room") in breach of Section 6.
- d) The guest is moved to different accommodation even though his booking was made correctly.
- e) The Partner demands the guest pay more than the contractually-agreed or current Tiscover price.
- f) The guest is charged for a room cancelled before the deadline, or his credit card is improperly charged.
- g) Late payment of agreed fees or the commission described in Section 10, or unjustified reduction of the invoiced commission.
- h) Uncooperative behaviour, e.g. quoting unfair market prices or entering higher prices on the Tiscover system than those charged to "walk-in trade".
- i) Any other behaviour that may damage Tiscover's business or reputation.
- j) Refusal to provide Tiscover guests with guaranteed complimentary services.
- k) Negative evaluations of accommodation by Tiscover guests

The aforementioned reasons shall also entitle Tiscover to terminate the agreement without notice. Tiscover reserves the right not to reactivate the Partner for bookings until all outstanding commission or other claims have been settled in full. Under certain circumstances, Tiscover may also choose not to reactivate the Partner for further bookings until he has paid a fee.

23. Immediate termination

Tiscover may terminate the agreement without notice if the quality of the accommodation deteriorates substantially. Existing bookings and commission claims will remain unaffected by this. The mutual right of immediate termination also applies to other serious breaches of the agreed Contractual Terms.

24. The duty to inform and legal succession of the Partner

Tiscover must be informed without delay about any rebuilding work scheduled to take place during normal operation of the accommodation, construction work in the immediate vicinity, the closure of service facilities (e.g. swimming pool, sauna) and changes of proprietor,

leaseholder, tenant or owner, as well as applications to initiate bankruptcy or conciliation proceedings. If the Partner is sold, changes owner or leaseholder or in the event of succession, the new owners, new leaseholders or heirs will become Tiscover's Contractual Partner and take over all the Partner's rights and obligations under the agreement, including with respect to payments already made. The Partner will bear joint responsibility with the relevant successor for the contractual obligations that arise following the sale.

25. Accommodation vouchers

- a) If the Partner receives more than 500 booked room-nights in a given calendar year, Tiscover shall have the right for marketing purposes to one accommodation voucher for a two-night stay for two including breakfast in a double room/holiday apartment/suite/holiday home.
- b) Tiscover shall have the right to pass on all issued vouchers to Third Parties for marketing purposes. Recipients of such vouchers must be able to redeem them on request subject to room availability.
- c) All issued vouchers must be valid and redeemable for at least one year. If a voucher cannot be redeemed within this time due to a lack of room availability, the validity period must be extended until such time as it can be redeemed.

26. The wholesale transfer of an agreement; embedding in other systems

Tiscover will have the right to transfer this agreement to all companies in which Tiscover or its majority shareholder has direct or indirect holdings. The Partner also agrees to the sale of his accommodation on other reservation systems, in particular www.hrs.com.

If Tiscover is not the Partner's direct Contractual Partner, the direct Contractual Partner will be entitled to transfer the contractual relationship as well as all associated rights and obligations to Tiscover, who will then become the Partner's direct Contractual Partner in place of the original direct Contractual Partner. In the event of such a contractual transfer, the Partner's original direct Contractual Partner will be liable towards the Partner and Tiscover as joint debtor for the duration of one year from date of the completed transfer of the contractual relationship.

27. Severability clause

If any of the provisions in this contractual document prove invalid, this will not affect the validity of the remaining contractual provisions.

28. The contract form and changes

The Partner may not make any changes to the contract form. Tiscover is entitled to change these GTCs at any time. The Partner is obliged to take note of the current GTCs on a regular basis, i.e. at least once every 14 days. If the Partner objects to changes, he will be entitled to terminate the agreement within a period of 45 days from the date on which he receives notification of a change in the GTCs. If the Partner terminates the agreement, this will terminate at the end of the month in which the termination is received. If he does not terminate the agreement, the latest GTCs will come into effect.

29. Special agreements for destinations, alliances and campsites

Tiscover grants destinations, alliances and campsites access to the Tiscover system as well as add-on products for non-exclusive use at an appropriate fee charged separately. The scope of the agreed Tiscover products and services as well as the relevant display options can be found in the Tiscover product list and pricelist published at www.abouttiscover.com. If the Partner fails to pay the agreed remuneration for these additional services in a timely manner, Tiscover may deactivate the Partner's Web pages on the Tiscover system until the Partner has fulfilled his contractual obligations. The right to premature termination of the agreement remains unaffected by this. Furthermore, the provisions of this agreement, especially Section 19, also apply to Partners that are simultaneously destinations, alliances and/or campsites. This applies in particular to the accommodation entered by destinations or alliances. However, this agreement does not affect the validity periods of other agreements reached. The agreement is extended automatically by one year and may be terminated in writing to the end of the validity period without stating the reason and with at least one month's notice. Regardless of any termination, Tiscover may reuse all content, including photographic material, made available or supplied by destinations, alliances and campsites. This it will be entitled to do free of charge, even for the purposes of advertising, regardless of whether or not a contractual relationship has been terminated.

30. Taxes and other fees

The Partner will be responsible for paying all taxes, e.g. advertising tax, related to the fulfilment or establishment of the agreement.

31. Court of jurisdiction

All contractual relations are subject to Austrian law to the exclusion of UN purchasing law and the reference provisions of international private law. The exclusive place of performance and court of jurisdiction will in all cases be Innsbruck.