

General Terms and Conditions of the Tiscover Group of Companies Regarding the Use of kajomi MAIL

Valid in Austria, Germany, Switzerland, Liechtenstein and Italy
(Last updated: 24th September 2007)

1. Definitions

- 1.1. In these General Terms and Conditions the 'Tiscover Group of Companies' ('Tiscover') consists of Tiscover AG (Innsbruck, Austria), Tiscover Deutschland GmbH (Munich, Germany) and Tiscover Italia Srl (Trento, Italy).
- 1.2. The 'Tiscover System' is a fully integrated Destination Management System (DMS) and Information and Reservation System (IRS) based on Internet and Application Services Providing (ASP) technologies. It is also a database system with an online booking engine. The Tiscover System is accessible on www.tiscover.com and www.tiscover.xy (pursuant to §1.3.).
- 1.3. 'www.tiscover.xy' refers to a particular Tiscover country portal; www.tiscover.at for Austrian Tourism Service Providers, www.tiscover.de for German Tourism Service Providers, www.tiscover.ch for Swiss Tourism Service Providers, www.tiscover.li for Liechtenstein Tourism Service Providers, and www.tiscover.it for Italian Tourism Service Providers.
- 1.4. 'Tourism Service Providers' are service providers such as destination management organisations (countries, regions, cities, towns), accommodations, catering businesses, campsites, attractions, etc that are legal entities, and their particular owners or operators who have contracted with Tiscover for certain products or services. Tourism Service Providers shall use their best efforts to make sure that the Content provided to the Tiscover System by them or by third parties meets the requirements of a fully integrated, Internet-based destination information and reservation system.
- 1.5. 'Content' refers to the information, texts, photos, graphics, logos and audio/video sequences, regardless of the file format, including, in particular, Content that can be booked or purchased.
- 1.6. 'Written' or 'in writing' refers to letters, faxes and emails. Written correspondence must include a return address.
- 1.7. 'Use' of the Tiscover System refers to the right of the Tourism Service Providers to enter Content into the Tiscover System, directly or through third parties, through a Tiscover-supplied input screen (Extranet), subject to technical compatibility of the Content with the Tiscover System, subject to the contracted Tiscover products and pursuant to these General Terms and Conditions and, as a result, make this Content available internationally on the Internet and through Tiscover's distribution channels. Any Content entered through software other than Tiscover's shall not be permitted except with Tiscover's prior written consent.
- 1.8. 'End Consumers' are consumers who book accommodation or packages through the Tiscover System or use the Content on the Tiscover System for informational purposes.

2. General

- 2.1. These General Terms and Conditions (GTC of kajomi MAIL) shall exclusively govern the rights and obligations of Tiscover and Tourism Service Providers regarding the Use of kajomi MAIL. They take precedence over Tiscover's General Terms and Conditions as far as the Use of kajomi MAIL is concerned. The provisions of Tiscover's General Terms and Conditions shall apply as a supplement to these General Terms and Conditions.
- 2.2. Tiscover reserves the right to make amendments to these General Terms and Conditions at any time. Each amendment shall become effective when the amended GTC of kajomi Mail are made available on www.tiscover.com/gtc. Tourism Service Providers shall be notified in writing of any material amendment. If Tourism Service Providers do not agree with these amendments, they may terminate the Contract pursuant to §10.3 of the Tiscover General Terms and Conditions.
- 2.3. These General Terms and Conditions apply to Tiscover AG (Innsbruck, Austria) and all its Tourism Service Providers in Austria, Switzerland and Liechtenstein, to Tiscover Deutschland GmbH (Munich, Germany) and all its Tourism Service Providers in Germany,

and to Tiscover Italia Srl (Trento, Italy) and all its Tourism Service Providers in Italy. These General Terms and Conditions also apply to Tiscover-provided services in other countries, as long as this is clearly stated in writing on the official Tiscover order form.

2.4. These General Terms and Conditions, in their German version, are legally binding on all Tourism Service Providers in Austria, Germany, Switzerland and Liechtenstein. All other language versions for the aforementioned Tourism Service Providers are for informational purposes only. The German and Italian versions of these General Terms and Conditions are legally binding on Tourism Service Providers in Italy.

3. Rights and Obligations of Tourism Service Provider for the Use of kajomi MAIL

1. Tourism Service Provider shall be clearly identifiable as the sender of all emails sent via kajomi MAIL and shall comply with §§ 6 and 7 of the Austrian E-Commerce Act. Every email sent via kajomi MAIL must include non-electronic contact information with which to contact Tourism Service Provider (provided as text or link).
2. Every email sent by Tourism Service Provider shall include a contact person's name, telephone number and email address for complaints. Tourism Service Provider undertakes to react to complaints of email recipients within 24 hours.

In the event recipients of emails sent by Tourism Service Provider, including End Consumers, complain to their Internet service provider about receiving emails and this complaint is forwarded to Tiscover or kajomi, kajomi reserves the right to delete these particular email addresses from the distribution list.

3. Every email sent by Tourism Service Provider must include an option to subscribe and unsubscribe from the mailing list. Tourism Service Provider shall make sure that unsubscribing from the mailing list is possible without login and password information being required. Tourism Service Provider must remove unsubscriptions from the mailing list immediately.
4. Tourism Service Provider undertakes to remove an email address from the mailing list if it accumulates three hard bounces.
5. Emails must not contain illegal and/or unlawful material. Tourism Provider shall also comply with the provisions of the Austrian Unfair Competition Act (UWG) and the Austrian Telecommunications Act (TKG), particularly § 107 TKG.
6. Tourism Provider certifies that the Content of the newsletters and related info sites provided by kajomi do not violate applicable law, legal and/or regulatory prohibitions, penal laws and/or good taste or decency.

If kajomi GmbH, Bussardstr. 5, D-82166 Gräfelfing and/or Tiscover AG, Maria-Theresien-Str 55-57, A-6020 Innsbruck, are held responsible as an accomplice for an email sent by Tourism Service Provider, Tourism Service Provider shall indemnify kajomi and Tiscover against all claims and expenses arising out of defence and/or reimbursement of such claims. Tourism Service Provider shall also reimburse kajomi and Tiscover for any costs incurred through legal advice and representation.

7. Tourism Service Provider shall not provide third parties with the contracted software, whether against payment or free of charge. Tourism Service Provider shall take appropriate measures to prevent third party access to the contracted software.