

TERMS & CONDITIONS (T&Cs)

Accommodation providers

of Tourismusverband Donau Oberösterreich

Lindengasse 9, 4020 Linz



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1. General • Data • Scope • Contractual basis

- a) Tourismusverband Donau Oberösterreich operates, currently on the www.donauregion.at domain, an internet portal (**BOOKING CENTRE**) on which the accommodation provider can present its services and offer a direct conclusion of contracts with consumers (guests).
- b) The accommodation provider must, at its own responsibility and expense, upload and maintain the **data** on it in the internet portal, i.e. keep it constantly updated, complete and correct. The information/data to be provided by the accommodation provider and kept up-to-date results from the system requirements of the portal and can be seen there. Accommodation providers must post at least **five** (hotels ten) meaningful current **photos** of their accommodation, enter meaningful and truthful description texts and constantly update their prices (for rooms, suites, apartments, holiday homes, etc.). In particular, the accommodation provider is fully responsible for the availability of the services it offers.
- c) The present Terms and Conditions (**T&Cs**) apply to all legal transactions concluded by Tourismusverband Donau Oberösterreich with the accommodation provider, in particular for the provision or use of the Donauregion Portal, including the online booking of accommodation, as described below. Deviating conditions and/or terms and conditions of the accommodation provider with the guest may apply. Such conditions of the accommodation provider are hereby expressly rejected by Tourismusverband Donau

Oberösterreich. This also applies if the tourism association does not object to deviating conditions in individual cases. Agreements that deviate from these T&Cs require written confirmation by Tourismusverband Donau Oberösterreich to be valid.

- d) For the booking (a binding direct conclusion of the contract between the accommodation provider and the guest), the cancellation conditions and payment conditions selected in the feratelDeskline® **Web Client** by the accommodation provider itself apply. Unless otherwise selected by the accommodation provider in the feratelDeskline® Web Client, the General Terms and Conditions for the Hotel Industry in Austria apply in their current version, which is available at http://www.hotelverband.at/down/AGBH_061115.pdf.
- e) Tourismusverband Donau Oberösterreich is not a **contractual partner** of the accommodation provider and/or the guest (end customer) with regard to the booking and therefore has no direct or indirect obligations arising from this contractual relationship – see point 7.

2. Definitions

- **Accommodation provider** means the accommodation provider named in a separately concluded contract (Cooperation Agreement). The accommodation provider also concludes the contract or these T&Cs as a company within the meaning of the Austrian Consumer Protection Act (KSchG), insofar as the KSchG focuses on consumer transactions - i.e. transactions between companies on the one hand and consumers on the other - the content of the contract or on these T&Cs shall therefore apply neither to the content of the contract nor to these T&Cs.
- The **contract** or **agreement** is, unless the context clearly indicates a different meaning, the cooperation agreement concluded separately between the accommodation provider and Tourismusverband Donau Oberösterreich in the form of a contract form on the use or use of the Donauregion portals by the accommodation provider. With regard to its regulatory content, the contract includes, in any case, the content of the separate contract form as well as the entire content of these T&Cs to which the contract form refers.
- **System** is the electronic and technical system required for the operation of the Donauregion Portal in the form of a booking system available to guests or consumers for entering data of the accommodation provider and for the forwarding of guest booking requests to them. The accommodation provider is familiar with the system, which is operated under feratelDeskline® Web Client, among others.
- **Donauregion Portal, portal** or **website** is, unless the context clearly indicates a different meaning, the website operated by the Tourismusverband Donau Oberösterreich on the current domain of www.donauregion.at.

Tourismusverband Donau Oberösterreich expressly reserves the right to change and/or supplement the domain as well as to operate the website under different domains. The accommodation provider hereby gives its consent to this and waives any claims resulting from this; the right of the accommodation provider to cancel the contract remains unaffected by this.

- **Entry** or **entry of data** is any provision or entry and transmission of data, information, images, etc. on the Donauregion Portal.
- **Customer, Booking Customer** or **Guest** is any consumer who books or intends to book accommodation of the accommodation provider on the Donauregion Portal.
- **Accommodation** means any room, suite, holiday apartment, holiday home, etc. offered to the consumer for a holiday or overnight stay.
- **Offer** is the offer of the accommodation provider to the customer to conclude a direct booking of an accommodation on the basis of the data provided by the accommodation provider on the Donauregion Portal. In this respect, the term offer also covers all data, information, etc. of the accommodation provider that they post on the Donauregion Portal.
- **Booking, self-booking** or **direct booking** means the agreement (exclusively) concluded between the accommodation provider and the consumer on the use of accommodation at the accommodation provider(s). A booking can also cover several customers or beneficiaries. See, in particular, points 4 and 7. A booking is completed when the customer makes use of the service on which the booking is based.

- **Availability:** The periods in which the accommodation provider has closed its premises or its accommodation is not available for other reasons must be shown in the availability.
- **No show** is the complete failure of a consumer to use accommodation booked.
- **Additional services** are all services related to a booking that are offered by the accommodation provider for a fee (e.g. surcharges for higher categories, cot, spa etc).

3. Data protection • Inclusion of the accommodation provider • Activation • Maintenance/data maintenance

- a) The accommodation provider grants its express consent that all **personal data** transferred in accordance with this agreement as well as all other data transferred in the course of the business relationship with Tourismusverband Donau Oberösterreich (company, name, company name, address, telephone number, fax number, e-mail address, domain, bank details, geo-coordinates, photos, descriptions, availability, prices, arrival/departure conditions, sales rules, equipment criteria, etc.) is stored, changed, transferred or otherwise processed and used by Tourismusverband Donau Oberösterreich. Such data is processed for the purpose of the accommodation management at the tourist office, for the purpose of passing on sales points selected by the accommodation provider, for the purpose of passing on sales or marketing platforms and other general business purposes, in particular in contact with customers (guests), e.g. for the processing of complaints or for the provision of information, including the marketing of the products and services of the accommodation provider.

The accommodation provider agrees that its data may be transferred for these purposes to external third parties, in particular those with whom Tourismusverband Donau Oberösterreich maintains a business relationship. In this way, the accommodation provider agrees, in particular, to the storage, utilisation, processing, transmission and use of its data on the Donauregion Portal. The accommodation provider acknowledges that they can revoke the above declarations of consent at any time in by writing a letter to Tourismusverband Donau Oberösterreich, Lindengasse 9, 4040 Linz, or by email to info@donauregion.at.

Changes to the data may only be made by Tourismusverband Donau Oberösterreich with the written consent of the accommodation provider, unless it concerns the correction of obvious errors, abbreviations of the name of the accommodation provider necessary for technical or marketing purposes (that do not jeopardize the individuality or recognisability of the accommodation provider) or other changes that are necessary for marketing purposes, (e.g. reduction of photo size etc.) and from which the accommodation provider does not suffer any disadvantage. Changes in the data concerning the address, accessibility and conditions of the accommodation provider (such as address, telephone number, fax number, e-mail address, domain, bank details, geo-coordinates, prices, descriptions, availability, arrival/departure conditions, sales rules, equipment criteria, etc.) must be agreed with the accommodation provider in advance.

- b) The accommodation provider named in the contract will be included in the Donauregion Portal (www.donauregion.at) by Tourismusverband Donau Oberösterreich, taking into account the applicable data protection regulations with the prices and accommodation information communicated by the accommodation provider. The accommodation provider must ensure, at its own responsibility and expense, that it has an **IT system compatible** with the Donauregion Portal or system; it must inform itself in advance about the corresponding necessary conditions and ensure their timely implementation in its company. The current requirements can be found in the WebClient login mask under browser information.
- c) Tourismusverband Donau Oberösterreich reserves the right to **abbreviate** the **name** (designation) of the accommodation provider for technical or other reasons; it will do so as far as possible in such a way that the accommodation provider remains clearly recognisable. In accordance with the contract and these T&Cs, the accommodation provider is given the opportunity to be present on Donauregion Portal with its accommodation company by making a concrete offer of available accommodation.
- d) The **activation of the accommodation provider** for customer bookings on the Donauregion Portal takes place only after the entry of all binding data by the accommodation provider. The **entry**, in particular, of the prices and all other binding data as well as their ongoing **maintenance (updating)** is carried out exclusively by the accommodation provider. In particular, Tourismusverband Donau Oberösterreich reserves the right to postpone or cancel the activation, if and as long as the accommodation provider does not provide all the necessary data, in particular with at least **five** (at least 10 for hotels) high-quality, current and meaningful **photos** (for details on copyright, etc. see point 17) of the accommodation loaded into the system, i.e. not yet

sufficient information about the accommodation has been entered via the feratelDeskline® Web Client. All information can also be entered in English (or other approved foreign languages). Tourismusverband Donau Oberösterreich is entitled to shorten the information provided by the accommodation provider, if necessary, to translate it into other languages or adapt it to the standards of the Danube region.

- e) Tourismusverband Donau Oberösterreich reserves the right to discontinue the **Donauregion Portal at any time** in accordance with the other provisions of the contract or these T&Cs (see point 5.); the accommodation provider cannot derive any rights or claims of any kind from this. In particular, the accommodation provider has no entitlement to the permanent operation or availability of the Donauregion Portal or to the restoration of the operation of this portal. If necessary, Tourismusverband Donau Oberösterreich will announce the discontinuation of the Donauregion Portal immediately and in good time. A planned discontinuation of the Donauregion Portal must in any case be notified to the accommodation provider in writing at least two months in advance. – See also point 12.f).

4. Bookings • Offer • Offer Price • Offer change

- a) Bookings are made as **online bookings** in accordance with the contract or these T&Cs, either (when not direct customer bookings on the Donauregion Portal) via the Tourist Office (Linz, Lindengasse 9) or online round-the-clock via the internet (www.donauregion.at).
- b) The **offer price** stated by the accommodation provider for the respective accommodation they offer must apply for the entire duration of stay, to all rooms or persons and all services offered in connection with the accommodation. The offer price must therefore be a flat rate. In particular, all taxes, duties (except local tourist tax) and other mandatory costs for the booking customer must be included in the price. The statutory local tourist tax is automatically added to the final price by the system in the feratelDeskline® Web Client. – see also point 19.c.).
- c) Any **data or typographical errors** are made at the expense of the accommodation provider. In this respect, the accommodation provider expressly waives the right to contest the contract concluded with the booking customer, in particular due to error.
- d) Regardless of this, the accommodation provider can **change** its **offer** (data in the Donauregion Portal) at any time. In particular, the accommodation provider is free at any time to announce new price notifications as a basis for all future bookings and changes to the accommodation equipment or to enter them into the system. Such changes are effective immediately (i.e. once data is entered). **A subsequent change of already completed bookings is only possible in accordance with Austria's General Terms and Conditions for the Hotel Industry in the relevant version for the booking, the conditions listed in the feratelDeskline® Web Client in the corresponding sections or within the scope of the legal possibilities (e.g. contestation of error)** (see, however, point 19.c.); the accommodation provider must take into account the interests of the customer and therefore the interests of the functionality of the Donauregion Portal in the best possible way. The offer of the accommodation provider is deemed to have been submitted as soon as it has been posted on the Donauregion Portal for the first time or announced to the Donauregion Tourist Office. – See also point 6.

5. Period of validity • Cancellation

- a) The contract is concluded **for an indefinite period**.
- b) The contract, unless expressly agreed otherwise, may be terminated in writing by both parties without a particular reason with a notice period of 60 days to the last day of any month (**ordinary termination**). In the event of a deviating agreement, the burden of proof shall be borne by the party relying on it. The notice of termination must be sent in time. The timeliness of the termination as well as its receipt must be proven by the terminating party.
- c) Each party has the right to terminate the contract at any time with immediate effect without notice in the event of a valid reason (**extraordinary termination**). A valid reason for Tourismusverband Donau Oberösterreich to terminate the contract with immediate effect relates to a significant deterioration in the quality of accommodation of the accommodation provider. A valid reason for both parties is any serious breach of an essential contractual provision; the facts referred to in point 20 shall in any case also be regarded as a valid reason as such.
- d) In the event of any termination, the accommodation provider is obliged to **process** all bookings already made or still to be processed via the Donauregion Portal in accordance with the agreed conditions (in the event of ordinary termination, this applies in particular to the period of notice). Current commission claims of the Tourismusverband Donau Oberösterreich with regard to these bookings remain unaffected by the termination.

6. Notification (entry) and guarantee of published prices (best price guarantee)

Tourismusverband Donau Oberösterreich operates, currently under the domain of www.donauregion.at, an internet portal from feratelDeskline® (**BOOKING CENTRE**), on which the accommodation provider can present its services and offer them for the direct conclusion of a contract with consumers (guests).

The accommodation provider guarantees that the prices set are **final prices** and that all information provided by the accommodation on taxes and fees in the feratelDeskline® Web Client is **complete** and correct. Misleading, incorrect or illegal information provided by the accommodation regarding prices, taxes or fees may give rise to claims of any kind, in particular claims for damages.

Under no circumstances may the booking customer be charged a higher price than the confirmed price on site. In the event of legal violations, the accommodation provider shall be liable, indemnify and hold harmless all parties involved, in particular the customer and Tourismusverband Donau Oberösterreich. Tourismusverband Donau Oberösterreich expressly points out that any damages and other expenses and disadvantages of any kind incurred by the Tourism Association as a result of non-compliance with the obligation to indicate the correct price will in any case be charged to the respective accommodation provider and Tourismusverband Donau Oberösterreich reserves the right to take further steps, above all in the form of termination without notice.

Only if the accommodation provider registers to take part in the Donauregion BestPrice Guarantee offered in the cooperation agreement will the prices stated by the accommodation provider in the feratelDeskline® Web Client automatically be displayed in the Donauregion Portal with the note of 'Best Price Guarantee', which demonstrably has a positive effect on booking decisions. If a guest finds a cheaper offer on another booking portal and can prove this, in accordance with terms and conditions of the Donauregion BestPrice Guarantee, the accommodation provider undertakes to refund the difference to the guest directly on their arrival.

Donauregion Best Price Guarantee terms and conditions:

With the Donauregion Best Price Guarantee, we want to offer our guests the latest and best prices every day and therefore assure them that they cannot book accommodation cheaper on any other platform. If the guest should nevertheless find a cheaper offer on the same day on another online booking portal, the accommodation provider will refund the difference upon arrival if the following conditions are met.

- The guest has an existing booking with the accommodation provider.
- It is really the same offer (product): the competing offer concerns the same period, can be booked online, concerns the same accommodation provider, it is the same room category, has the same arrival and departure days, while the prices must be able to be confirmed on request by the third-party provider.

- The guest must provide the accommodation provider with proof of the cheaper offer within 24 hours of booking. The following information is required by e-mail: reservation or booking number, screenshot of the website with the listing of the cheaper offer on which everything must be clearly visible (location, detailed price listing, room type, occupancy type, date of stay, services included in the price, date and time of comparison, the URL of the website (for example www.booking.com))

The following tariffs are excluded from the Donauregion Best Price Guarantee:

- Bookings made via non-transparent booking channels (such as priceline, where the name of the accommodation provider is only announced after booking)
- Bookings made via auction websites (e.g. ebay, animod)
- Package deals that include other services such as (airport) transfers, massages, etc.
- Special prices for hotel accommodation in the form of promotions, bonus or loyalty offers, group prices, conference prices, prices for members of associations or organisations, media prices, employee offers or similar special offers
- Unpublished prices for hotel accommodation
- Price differences resulting from exchange rates, VAT, etc.
- Fake proof of cheaper offers

7. Booking: Contract between the accommodation provider and customer • Cancellation • Blocking customers

- a) **The contract for the booking and the respective services of the accommodation provider in connection with it is concluded exclusively between the customer and the accommodation provider.** In any case, Tourismusverband Donau Oberösterreich does not act in its own name and is only a courier of declarations of intent by the customer and the accommodation provider in regard to the direct conclusion (direct booking) of an accommodation contract between the accommodation provider and the customer. It is the responsibility of the accommodation provider to assert all claims arising from the accommodation contract for the respective services directly against the customer, who must pay themselves. Tourismusverband Donau Oberösterreich takes **no liability** whatsoever in this way for the customer and their willingness to pay, payment options, liquidity, etc. Tourismusverband Donau Oberösterreich does not issue vouchers for these direct bookings, the booking confirmation that the customer receives when booking via the system does not constitute such a voucher. Should the accommodation provider demand an advance payment from the customer, they are responsible for collecting advance payments themselves.
- b) Should a **travel event contract** be concluded between the customer and the accommodation provider in accordance with §§ 31 b ff. KSchG due to the activities of Tourismusverband Donau Oberösterreich (in a package sale), it is the sole responsibility of the **accommodation provider** to ensure the fulfilment of the additional obligations arising from this. Tourismusverband Donau Oberösterreich assumes no liability of any kind for this. The accommodation provider indemnifies Tourismusverband Donau Oberösterreich from all claims of third parties due to any breaches of duty.
- c) In order to prevent the abuse of the free booking system in the Donau Booking portal and not to unnecessarily burden the accommodation providers with fake bookings, Donau Oberösterreich reserves the right to **cancel a booking in individual cases** if Donau Oberösterreich is unable to contact the consumer/guest via the contact details provided. In these cases, there is no entitlement to the provision of the booked (travel) service (in particular accommodation). The same applies if bookings have been made frequently in the past under the e-mail address provided by the consumer/guest and the consumer/guest has not used the (travel) service or if a query on behalf of Donauregion about this has not been answered.
- d) Every customer can be suspended from using the Donauregion Portal for a valid reason (**blocking of the customer/customer access**); the accommodation provider has no entitlement for the Donauregion Portal being available for a specific customer to use.

8. Remuneration: Commission

- a) The system provider (Feratel) charges Tourismusverband Donau Oberösterreich a system fee of 2% for each booking made in addition to an annual care and license fee. Tourismusverband Donau Oberösterreich

charges only the accommodation provider the 2% booking system fee **without further surcharges** as a commission. For each booking made directly by the customer, the accommodation provider pays Tourismusverband Donau Oberösterreich a **commission amounting to 2%** (two percent) of the basis of calculation plus the statutory amount of VAT on accommodation, bed and breakfast, half-board, full-board and all-inclusive prices as well as on all additional services booked via the system (see definition in point 2).

The basis for calculating the commission is the final price to be paid by the customer including all taxes and fees, but excluding local tourist tax. In the case of bookings of a flat-rate package (package tool) or package offers in which additional services (see definition in point 2) are integrated into the offer by the accommodation provider, the additional services are also included in the basis of assessment for the commission. The commission claim also exists for issued no-show invoices (e.g. in the event of cancellation). The commission claim arises regardless of whether and when the guest pays for the overnight stay. Any discounts of the accommodation provider offered to the guest, e.g. following a complaint or similar, do not reduce the commission.

- b) The accommodation provider is obliged to immediately and demonstrably bring any circumstances that have or may have **an impact on the commission** to the attention of Tourismusverband Donau Oberösterreich. This includes, in particular, shortening or extending the length of the customer's stay, expanding the number of guests of the booking or a no-show. – See point 9.d.

9. Terms of payment (commission)

- a) The commission is always subject to **statutory VAT**.
- b) **Payment** of the commission is made by discharging debt exclusively to Tourismusverband Donau Oberösterreich. Payments to third parties do not have a debt-discharging effect, unless the tourism association has assigned debts.
- c) **Settlement of commission** takes place monthly, unless another arrangement has been expressly agreed. The commission statement is based on bookings that have departure dates in the previous month. The claim for commission from the tourism association therefore arises at the latest from the departure date of the guest booked in the Donauregion Portal (which possibly could also be subsequently changed in the system).
- d) If a guest extends or shortens the duration of their booking, the commission shall in any case be calculated by Tourismusverband Donau Oberösterreich on the basis of the amount of the fees **actually** payable by the guest.
- e) Invoices of Tourismusverband Donau Oberösterreich for commissions are due for payment within **14 days** of receipt of the invoice. Payment is deemed to be on time if it is received by the tourist board within this period. Any **objections to the invoice** must be demonstrably provided to the Donau Oberösterreich Tourist Office **within 9 days** of receipt of the invoice, otherwise the invoice amount shall be deemed irrevocably accepted and the invoice amount shown shall become due for payment.
- f) For any arrears in payment, **default interest** at the statutory rate shall be agreed. In addition, subject to further claims, EUR 20.00 per reminder will be incurred as a lump-sum compensation for damages and expenses.
- g) The accommodation provider grants Tourismusverband Donau Oberösterreich the authorisation to collect commission as well as any incidental costs incurred by **direct debit** from a bank account to be indicated by the accommodation provider at the time of the respective due date. Upon request, the accommodation provider must send the tourist association a separate **direct debit authorisation**.

10. Booking notification to the accommodation provider

- a) All bookings/changes/cancellations made via the system will be automatically communicated to the accommodation provider by **email** or **fax**. It is also possible for the accommodation provider to receive a booking message by **SMS**. For this purpose, the accommodation provider must make the appropriate settings in the feratelDeskline® Web Client.
- b) The accommodation provider guarantees its **availability** in this regard at all times. Delays and/or the omission of notifications in the aforementioned sense due to unavailability of the accommodation provider

and/or technical defects outside the sphere of influence of Tourismusverband Donau Oberösterreich as well as due to force majeure shall be borne exclusively by the accommodation provider.

- c) **Proof of sending** the e-mail, fax or SMS shall be deemed to constitute proof of receipt of the booking by the accommodation provider, unless the accommodation provider proves a lack of receipt.

11. Updating availability

In the interest of the booking security guaranteed to every guest, the accommodation provider is obliged to **maintain its availability** and therefore to **constantly update** this. It is also responsible for entering this data in the feratelDeskline® Web Client. The accommodation provider bears the burden of proof for entering or maintaining the blocked dates. Each change to blocked dates overwrites or deletes the blocked dates already existing in the feratelDeskline® Web Client.

12. Liability

- a) Tourismusverband Donau Oberösterreich assumes no liability for the completeness, **correctness** and **accuracy** of the data provided by the accommodation provider and subsequently published by Tourismusverband Donau Oberösterreich. Claims for defects in content are excluded. The accommodation provider is obliged to supply all information within the scope of this agreement or on the Donauregion Portal truthfully. The accommodation provider is liable both to Tourismusverband Donau Oberösterreich and to affected third parties for all damages for which they are responsible that result from the provision of incorrect or falsified texts and data.
- b) The accommodation provider is aware that the system of the Tourismusverband Donau Oberösterreich is based on electronic processes that are flawed or may be flawed despite careful security precautions. **Errors and defects in electronic and technical systems** such as the Donauregion Portal cannot be ruled out. **Interruptions to business operations are possible**, among other things, due to necessary maintenance and repairs as well as due to technical or other problems that are not within the sphere of influence of the tourism association (force majeure, fault of third parties, etc.). Accordingly, Tourismusverband Donau Oberösterreich cannot accept any liability for damages resulting from temporary unavailability or limited availability. The constant – in particular completely error-free – availability and accessibility of the system for the accommodation provider and for (current or potential) customers is therefore an ideal that is aimed for and Tourismusverband Donau Oberösterreich will try to achieve this with due care, but it is not from the outset a part of the **contractual obligations** of the tourism association. The accommodation provider therefore accepts from the outset common errors, as they usually occur in electronic and technical systems or IT systems, as well as the non-permanent availability and accessibility of the system as contractually compliant.
- c) In principle, Tourismusverband Donau Oberösterreich is only liable for its own **breaches of care** in the event of intent and gross negligence, in particular with regard to the error-free availability and accessibility of the system for the accommodation provider and for the customer. Should the unavailability of the system be based on cases of force majeure, the parties agree that neither party shall be liable for the resulting consequences, but shall be regarded as an uncontrollable coincidence to be borne by the party in whose territory it occurs. Any adverse effect on the system resulting from the sphere of Feratel (e.g. power failure etc.) shall be deemed to be a case of force majeure in this sense.
- d) In all cases of liability of the Tourismusverband Donau Oberösterreich, the accommodation provider must **prove** the liability-inducing fault. The applicability of § 1298 sentence 2 of the ABGB (reversal of the burden of proof) is expressly excluded.
- e) The accommodation provider remains responsible for the **functionality of its own systems**.
- f) Tourismusverband Donau Oberösterreich has the right to improve, modify, change, make unavailable, test, maintain and repair its system (the Donauregion Portal) at any time without assuming any liability or obligation towards the accommodation provider. Tourismusverband Donau Oberösterreich endeavours to give the accommodation provider a sufficient warning time with regard to planned **interruptions and changes** to the system, insofar as this is practicable, expedient and reasonable under the respective circumstances of the individual case. Tourismusverband Donau Oberösterreich also strives to keep interruptions in services as limited as possible. - See also point 3.e).

- g) Tourismusverband Donau Oberösterreich is responsible for compliance with the legal regulations in connection with the Donauregion Portal (e.g. KSchG| distance selling, e-commerce law, etc.). The accommodation provider shall ensure, be liable for and indemnify and hold the tourist board completely harmless to the extent that Tourismusverband Donau Oberösterreich provides all information required for compliance with the statutory provisions, in particular the **information obligations** under the KSchG (distance selling) and the E-Commerce Act, in a correct and complete manner at all times. Tourismusverband Donau Oberösterreich will define and/or request the necessary data for this.
- h) The remaining provisions of these T&Cs remain unaffected by the aforementioned provisions.

13. feratelDeskline® Web Client

- a) **Changes** to availability and room prices made by the accommodation provider via the feratelDeskline® WebClient on the internet take **effect immediately**. If an online blocking of dates is not possible for technical reasons, the accommodation provider remains obliged in any case to inform Tourismusverband Donau Oberösterreich immediately and demonstrably of their blocked dates in another way.
- b) The transfer of data into the system via third-party systems is not authorised by Feratel or Tourismusverband Donau Oberösterreich and is done at **the sole risk of the accommodation provider**.
- c) Tourismusverband Donau Oberösterreich is entitled to **change the products and the system** (including technology) at any time. There are no rights arising from such a change for the accommodation provider – with the exception of the right to ordinary cancellation.

14. Guarantee of accommodation • Penalty

- a) The accommodation provider undertakes to **always accept the booking of a customer** made via the system, also the customer. The guest is guaranteed accommodation under the agreed conditions and with the equipment features specified in the contract. This obligation also exists, above all, if the accommodation provider has failed to block the times booked in the feratelDeskline® Web Client (leading to a double booking). This guarantee (accommodation under the agreed conditions and with the equipment features specified in the contract) is also given by the accommodation provider to the Donau Oberösterreich Tourist Office.
- b) Rebookings to other accommodation or transfers to lower quality accommodation are not permitted. Should a rebooking nevertheless be made contrary to the contract, Tourismusverband Donau Oberösterreich must be informed immediately. In addition, the accommodation provider is obliged to submit a written declaration for forwarding to the customer, which makes it clear that the tourist association is not responsible for improper accommodation by the accommodation provider. Additional costs arising from complaints about accommodation quality or at prices not contractually or not currently agreed or due to rebooking/overbooking are to be reimbursed to the customer directly by the accommodation provider. The handling of the complaint is the sole responsibility of the proprietor. The right to the commission remains unaffected in all cases.
- c) In the event that booked accommodation is not available to the customer, the accommodation provider undertakes to pay a minimum contractual penalty (**penalty**) to Tourismusverband Donau Oberösterreich to the amount of EUR 100.00 per individual case, regardless of fault. The right to assert any further damages is reserved. The penalty is due for payment immediately after the invoice is issued. Any other claims of Tourismusverband Donau Oberösterreich remain unaffected by this penalty.

15. Quality guarantee

For each booking, the basic configuration of a room, holiday apartment, suite or holiday home etc. in a typical category is deemed to have been agreed. The booking is in no way associated with any reduction in the quality of the accommodation booked through the system, in particular with regard to size, equipment, location or service. Customers will only be hosted in accommodation that has the categorised equipment specified in the contract.

16. Internal duty to provide information

The accommodation provider is obliged to inform all its own employees responsible for bookings about the existing co-operation as well as about the contractually or currently agreed prices. The latest messages in the feratelDeskline® Web Client must be checked regularly by the accommodation provider so that information that is no longer accurate on the Donauregion Portal can be corrected. – See point 18.

17. Photos etc. • Copyright

- a) **Photos** of the establishment of the accommodation provider can be posted or replaced on the internet by the accommodation provider itself at any time and free of charge via the feratelDeskline® Web Client. The photos must meet the requirements defined in the feratelDeskline® Web Client, and they must be meaningful, up-to-date and appropriate in terms of quality.
- b) By accepting these T&Cs, the accommodation provider assures Tourismusverband Donau Oberösterreich that it is either the owner of the images, texts and videos provided or has the contractual rights to use them, has respected image rights and that it is therefore entitled to grant Tourismusverband Donau Oberösterreich the right to use them for the agreed advertising measures. With regard to the above-mentioned image rights, the accommodation provider has made a written declarations of the persons depicted, with which they agree a free (repeated) publication and / or distribution and / or transfer of the works (or reproductions thereof), in particular also on the internet and in comparable existing electronic media plus those to be developed in future, as well as with the transmission, storage, duplication, processing, change of the works (no matter in what form and in what way, e.g. by digital processing, scanning, colour changes, image sections, size changes, retouching, montage, etc.) and waive attribution in the use of the works (and reproductions thereof). The accommodation provider further assures that there are no rights of third parties to the image, text and video material and no circumstances that preclude its contractual use.

Tourismusverband Donau Oberösterreich may edit the licensed object (photo, video) as desired (e.g. cropping the image for technical conditions, filter functions on social media, text integration or changing its name/title as desired).

Tourismusverband Donau Oberösterreich is authorised to provide proof of authorship upon publication. In certain types of publication, such as, in particular, online banners, social media posts or other media that offer little space, Tourismusverband Donau Oberösterreich is authorised to refrain from the copyright designation. In this context, the accommodation provider expressly waives the author designation right.

Purpose: Tourismusverband Donau Oberösterreich is authorised to reproduce, distribute and make images available, in particular for:

- Print: Communication & marketing in all media
- Online: Use on websites, social media channels and apps

Duration: This agreement – relating to copyright – is concluded for an indefinite period. The agreement ends automatically when the proprietor's right to use the work ceases to exist or ends. The accommodation provider shall inform Tourismusverband Donau Oberösterreich of this without delay.

The accommodation provider shall fully indemnify and hold harmless Tourismusverband Donau Oberösterreich in this respect, in particular with regard to claims that may arise against the Tourism Association from third parties in court or out of court arising from the use of the contractual rights.

- c) Tourismusverband Donau Oberösterreich can **reject photos** that do not meet its quality standard at any time.
- d) The **accommodation provider** may point out in brochures and other publications as well as on its homepage that it is affiliated to the Donauregion booking centre.
- e) In addition, Tourismusverband Donau Oberösterreich is entitled to **use the information** supplied by the accommodation provider (in particular names, brands, photos, etc.) for sales and marketing purposes (advertising, online measures such as meta tags or keyword advertising) also on other sales channels.

18. Classification and evaluation of accommodation

- a) The **classification** specified by the accommodation provider ('stars') is not binding on Tourismusverband Donau Oberösterreich. The accommodation classification is based on the respective categorisation procedure of the responsible chambers or organisations (e.g. chamber of commerce etc.).
- b) The accommodation provider declares its express and irrevocable consent that **reviews** by customers who have made bookings via the Donauregion Portal or other sales channels such as Tourismusverband Donau Oberösterreich can be publicly displayed on www.donauregion.at. The accommodation provider does not have a claim to the dissemination of all reviews. Tourismusverband Donau Oberösterreich retains the right to remove or not publish reviews at any time, in particular in the event of suspicion of misuse or intent to cause damage. The accommodation provider does not derive any rights or claims from this.

19. Incorrect information

- a) Misleading, incorrect or illegal information provided by the proprietor (e.g. on classification, equipment, location or designations) is **not permitted**.
- b) The **accommodation provider is liable** for any damage of any kind resulting from this, whoever may be affected. In any case, it indemnifies Tourismusverband Donau Oberösterreich and holds it completely harmless in this regard. In particular, the accommodation provider shall indemnify the Tourist Board against all claims of third parties resulting from information that the accommodation provider has transmitted to Tourismusverband Donau Oberösterreich or otherwise entered.
- c) In the event that a price entered into the system by the accommodation provider is **incorrect**, the accommodation provider undertakes to accept this price if it has already been booked by a customer. Subsequent price corrections after the booking are not permitted. In this case, the accommodation provider may only proceed in accordance with Austria's General Terms and Conditions for the Hotel Industry in the version applicable to the booking concerned.

20. Blocking an accommodation provider

Each of the following circumstances or facts entitles Tourismusverband Donau Oberösterreich to immediately enact a **total or partial, permanent or temporary blocking** of the accommodation provider in the Donauregion Portal for all further bookings, without the accommodation provider arising from this any rights or claims; the remaining provisions of the contract and these T&Cs remain unaffected.

- a) The accommodation provider rejects a booking carried out correctly via the system due to the accommodation provider neglecting to update data.
- b) The accommodation provider denies the receipt of a properly executed booking or refuses to provide accommodation despite a booking being carried out correctly
- c) The customer is hosted in accommodation of inferior quality or below average size (e.g. a staff room).
- d) The customer is relocated to another accommodation establishment despite having a correct booking.
- e) The customer is charged a higher price than the contractually or currently agreed price.
- f) The customer is charged for accommodation despite cancelling in time.
- g) Failure to pay commission or agreed fees on time or an unjustified reduction of a commission invoice.
- h) Other conduct that damages a business or reputation.
- i) Non-provision of free services guaranteed to the guest.

Each of the above circumstances or facts also entitles Tourismusverband Donau Oberösterreich to an **extraordinary (without notice) termination** of the contract. After the blocking of the accommodation provider, Tourismusverband Donau Oberösterreich reserves the right to activate the accommodation provider to receive bookings only when all outstanding commission or other claims have been settled. In the event of their blocking, the accommodation provider has no claim to lifting the suspension, even if all outstanding commission debts or other claims have been settled.

21. Duty to provide information • Legal succession

- a) Planned conversions during ongoing accommodation operations, construction measures in the immediate vicinity, provision of service facilities (e.g. swimming pool, sauna) as well as changes of owner, leaseholder, tenant or owner or the opening of bankruptcy or redevelopment proceedings must be **reported** to Tourismusverband Donau Oberösterreich immediately.
- b) In the event of the sale of the company, change of ownership or tenant at the **accommodation provider** and in the case of inheritance of the accommodation provider, the transferees or heirs enter into the contract and assume all rights and obligations also with regard to payments already made. The accommodation provider is jointly and severally liable with the respective successor for the contractual obligations that arise after the sale.
- c) Tourismusverband Donau Oberösterreich can transfer the contract or the rights and obligations arising from them to third parties. **The Tourism Association may also transfer the Donauregion Portal or the operation of it to any third party.** All this applies in particular to any case of (individual or total) legal succession. The accommodation provider has already given its consent to all this; he cannot derive any rights from a transfer in the aforementioned sense. In addition, the accommodation provider expressly and irrevocably waives its right to object in accordance with § 38 (2) of the Austrian Commercial Code. The right of the accommodation provider to a proper termination of the contract remains unaffected by this.

22. Other sales systems

- a) At the request of the accommodation provider, a connection can be made to **another sales system**.
- b) If these other sales systems offer direct customer bookings for a separate **fee** of the accommodation provider (commission) (e.g. sales point), this requires the prior express and **separate** consent of the accommodation provider, in particular to the then (additionally) applicable terms and conditions.

23. Severability clause

Should individual provisions of these T&Cs or the contract be invalid in whole or in part, all remaining provisions of these T&Cs or the contract shall remain effective. The invalid provision shall be replaced by another provision that is effective and that comes closest to the content and purpose of the invalid provision.

24. Contract form • Changes to the T&Cs by Tourismusverband Donau Oberösterreich

- a) Changes to the contract form and these T&Cs by the accommodation provider are inadmissible and ineffective.
- b) Tourismusverband Donau Oberösterreich is entitled to change these T&Cs at any time. It is not permitted to make a unilateral change to the amount of commission without the prior consent of the accommodation provider. The tourist board will inform the accommodation provider of the change in the T&Cs. If the accommodation provider does not agree with the change, it is entitled to terminate the contract within a period of 45 days from the date of receipt of the notification of the amended T&Cs. If the proprietor provides notice of termination, the contract ends at the end of the next month in which the notice is received. If it does not provide notice, the latest edition of the T&Cs shall apply.

25. Taxes, duties and fees

All tax burdens (taxes, duties and fees) associated with the execution of the contract in the future are to be borne by the accommodation provider.

26. Choice of law • Place of jurisdiction • Place of performance

Substantive Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules of private international law, insofar as this refers to the application of foreign law. The place of performance and jurisdiction is, in any case, Linz.

27. Other

- a) The attachments referred to in these T&Cs form an integral part of them.
- b) The **headings** used in these T&Cs and the contract are for purposes of clarity only; they have no regulatory content and may not be used to interpret the T&Cs or the contract.
- c) Insofar as compliance with the **written form** is provided for in these T&Cs or in the cooperation agreement, this cannot be replaced by the electronic form within the meaning of the Signature Act (Federal Law Gazette I 1999/190). Unless otherwise specified, the written form shall be supplied by email or fax; in this case, the burden of proof for receipt of the document lies with the sender.