

GT&C

General Terms and Conditions of Deutsche Telekom AG for Commundo Conference Hotels (AGB TH)

1. Scope of application

These General Terms and Conditions for the conference hotels of Deutsche Telekom AG (hereinafter referred to as "Commundo Conference Hotel") shall apply to the leasing of hotel rooms, conference rooms, additional services (e.g., entertainment programs) and/or the conducting of events.

2. Conclusion of the Agreement

2.1

The service specifications included in the most recent offers are the subject matter of the agreement. Separate agreements, deviations and ancillary agreements shall be in writing.

2.2

By booking or in placing the order, the customer accepts these AGB TH. These AGB TH shall apply exclusively. If the customer's general terms and conditions deviate in full or in part, they shall not become part of the agreement even if no objection to them is expressly raised. A different stipulation shall apply only if the Commundo Conference Hotel expressly agrees to the customer's general terms and conditions. The agreement shall come into force when it is accepted by the Commundo Conference Hotel. Acceptance need not be made in any particular form.

2.3

The accommodation services for event participants named by the customer as well as accommodation services of third parties shall be booked in the name and for account of the customer.

2.4

Ancillary accommodation services (e.g., reservation of musical theater tickets, city tours) do not constitute a package tour pursuant to § 651a ff. of the German Civil Code (BGB). The Commundo Conference Hotel acts only as an intermediary in this case. A "travel price guarantee certificate" (Reisepreissicherungsschein – a type of insurance covering package tours) shall not be issued.

2.5

If conference, banquet and event rooms are leased in Commundo Conference Hotels to carry out events (e.g., conferences or banquets), all additional services and deliveries associated with this and provided by the Commundo Conference Hotel shall become part of the agreement.

2.6

Sub-leasing of the rooms, areas, display cases or objects provided for events such as presentations, sales meetings or similar events as well as political events shall require the prior written consent of the Commundo Conference Hotel. This shall also apply to the publication of event notices in the form of newspaper ads and similar announcements to the extent that the Commundo Conference Hotels appear therein. If the customer is not organizing the event himself, or if a commercial intermediary or organizer is used, they shall be jointly and severally liable together with the customer for all obligations arising from the agreement.

2.7

The Commundo Conference Hotel shall have the right to demand a reasonable advance payment at any time after submission of the written order confirmation. The amount of the advance payment and the payment dates may be specified in writing in the agreement. If the advance payment is not made even within an arranged, reasonable period of time, the Commundo Conference Hotel shall have the right to withdraw from the agreement pursuant to Item 4.1.

2.8

The published rental charges do not include the fees of public authorities (e.g., for drawing up seating plans, German Society for Musical Performing Rights and Mechanical Reproduction Rights – GEMA). These costs shall be passed on to the customer without surcharges.

2.9

The customer shall be charged for any faults or damage to the technical equipment in the electricity or telecommunications network of the Commundo Conference Hotels caused by the use of their own electrical equipment, provided the Commundo Conference Hotel was not responsible for the faults or damage. The Commundo Conference Hotel shall be entitled to record and bill the electricity and telecommunications costs incurred through the use thereof. The Commundo Conference Hotel shall have the right to charge the customer connection costs for the use of their own communication and data transmission equipment. Faults in the technical or other equipment provided by the Commundo Conference Hotel shall be cleared immediately if possible. Payments may not be withheld or reduced, provided that the Commundo Conference Hotel is not responsible for these faults. The customer shall be liable for all damage to buildings or inventory caused by event participants or attendees, employees, other third-party associates or himself.

The Commundo Conference Hotel may demand that the customer furnish a reasonable security (e.g., insurance, deposit, guarantee). Catering for an event shall be purchased through the Commundo Conference Hotel. Exceptions shall require written agreement with the Commundo Conference Hotel. If the Commundo Conference Hotel procures technical and other equipment for, and at the request of, a customer, it shall be acting on behalf of, on the authority and on account of the customer. The customer shall be liable for the maintenance and proper return thereof. The customer shall indemnify the Commundo Conference Hotels and hold them harmless from any and all third-party claims arising from the provision of this equipment.

2.10

Pets are not permitted anywhere in the conference hotel. Exceptions to this require the prior written consent of the conference hotel. This regulation does not apply to dog companions required for medical reasons. The conference hotel may bill additional cleaning costs incurred due to guests bringing pets.

3. Cancellation / Changes by the Customer

3.1

The customer may cancel the services booked by him at any time. Cancellations and changes shall be made in writing. The receipt of the cancellation by the Commundo Conference Hotel shall be decisive.

3.2

Cancellations and changes to the original reservation of hotel rooms at the Commundo Conference Hotel are only free of charge to the customer if the following deadlines are adhered to:

Accommodation including breakfast for up to 2 hotel rooms until 6:00 p.m. on the day of arrival.

- Accommodation including breakfast for up to 3 to 10 hotel rooms no later than 14 calendar days prior to arrival
- Accommodation including breakfast for over 10 hotel rooms no later than 42 days prior to arrival.

3.3

If the aforementioned deadlines are not met, the customer shall pay the price of the service agreed upon less a 20% discount for expenditure saved on hotel rooms not occupied.

The customer is free to demonstrate that the hotel has not incurred any damages or that the damages incurred by the hotel are lower than the compensation flat rate. (The burden of proof is on the customer here)

3.4

For further services (e.g., leasing of event rooms, event arrangements, conference flat rates, etc.), the following cancellation periods apply:

- Conference rooms up to 29 days prior to the start of the event EUR 100, flat rate

- Conference rooms after 28 days prior to the start of the event 100% of the room price.
- Conference flat rates plus food and drink between 28 days and 8 days prior to the start of the event 50% of the price of the services ordered.
- Between 7 days and one day prior to the start of the event 85% of the price of the services ordered.
- From the day of the start of the events 100% of the price of the services ordered.

Additional services rendered useless due to the cancellation shall be paid for in any event.

A reduction of up to 10% of the registered number of participants for events is possible free of charge, if the Commundo Conference Hotel is informed of this in writing up to at least 8 days prior to the start of the event.

3.5

If third parties are hired at the customer's request (conference rooms, event services, hotel services), the stipulations and general terms and conditions of the third party concerned shall apply.

3.6

If, due to an early departure or for other compelling reasons, the customer fails to use individual services booked, the Commundo Conference Hotel shall have the right to demand the price agreed on between the parties.

4. Cancellation / Changes by Commundo Conference Hotel

4.1

Following receipt of the booking confirmation, the Commundo Conference Hotel is entitled to provide the customer with alternative accommodation options in warranted cases. Any transfer required shall be organized and paid for by the Commundo Conference Hotel

4.2

If it is or becomes impossible to perform a Commundo Conference Hotel service (e.g., hold an event), the parties shall, if possible, agree on a different date and/or venue. If no such agreement can be reached, any charges already paid for services agreed or booked (e.g., accommodation services) shall be refunded.

4.3

In addition, Commundo Conference Hotels shall have the right to withdraw from the agreement for objectively justified reasons, for example: In the event of force majeure or other circumstances for which Commundo Conference Hotels are not responsible which make performance of the agreement impossible.

- Events were booked by misleading or false specification of fundamental facts, e.g., relating to the event organizer or purpose.

- Commundo Conference Hotels have justified reason to believe that the event may pose a risk to seamless business operations or the safety or the public reputation of Commundo Conference Hotels without this being attributed to the domain or organizational area of Commundo Conference Hotels.
- if notification of subletting is breached.

The Commundo Conference Hotel shall notify the customer immediately of a decision to exercise a right of withdrawal. The customer shall not be entitled to claim compensation from the Commundo Conference Hotel except in the event of intent or gross negligence.

5. Services, Prices, Payment Terms

5.1

The prices shown in the price list in effect at the time the agreement is concluded, including statutory value-added tax, shall apply to the services provided by the Commundo Conference Hotel, unless the price of the Commundo Conference Hotel's services increases four months after conclusion of the agreement, but before commencement of the event. In such situations, the price may be increased by no more than 10%.

5.2

Hotel rooms reserved at the Commundo Conference Hotel shall be available to the customer with effect from 2.00 p.m. on the day of arrival and up to 10.00 a.m. on the day of departure. Unless a later arrival time has been explicitly agreed upon, Commundo the Conference Hotel has the right to let rooms reserved to other guests if they have not been occupied by 6.00 p.m., without the customer being able to derive the right to claim damages from this. The customer intends to depart after 10:00 a.m., he is requested to advise the reception desk thereof by 8.00 p.m. on the day prior to departure at the latest. In case of departure before 6.00 p.m., half of the price of the room is payable for that day, in case of departure after 6.00 p.m. the full daily rate for the room is payable.

5.3

If the number of guests/participants deviates by more than 10%, the Commundo Conference Hotel shall have the right to change the agreed prices and to exchange the confirmed rooms, unless this is unacceptable to the customer. If the agreed times for the commencement and end of the event change without the prior consent of the Commundo Conference Hotel, the latter may bill additional charges for keeping the service available, unless the change is attributable to the Commundo Conference Hotel.

5.4

The customer shall be billed for all services provided by the Commundo Conference Hotel. The billed amount is payable to the account indicated in the bill immediately upon receipt thereof. The amount shall be paid in full. Cash discounts are not permissible. Affiliated companies that are part of the fiscal unit for tax purposes are not required to pay value added tax. For all other parties, value-added tax shall be applied in accordance with the legal provisions in effect at the time.

5.5

Objections to bills must be lodged in writing immediately upon receipt of the bill. Such objections must be received by the Commundo Conference Hotel no later than 28 calendar days after the date of the bill. Failure to raise an objection in due time shall be deemed to constitute agreement. Special reference shall be made in the bill to the consequences of failure to raise an objection in due time. This stipulation shall be without prejudice to any legal claims the customer has in the event of objections filed after the deadline.

5.6

The customer is obligated to pay for the agreed services pursuant to Item 2.5. This shall also apply to services provided in connection with the event and expenses paid by the Commundo Conference Hotel to third parties.

6. Copyright

6.1

The software used by the Commundo Conference Hotel is protected by copyright. It may not be removed from the event rooms, nor copied in whole or in part, nor rendered useable in a way not agreed to in writing in advance. Rights to use software products of the Commundo Conference Hotel or third parties are covered to the extent necessary for the contractually agreed services for the period in which the service is provided.

If the products are damaged or the copyrights violated, the Commundo Conference Hotel reserves the right to assert its own damage claims as well as those of third parties.

6.2

The German and European copyright provisions shall also apply.

7. Limitation of Liability

7.1

The Commundo Conference Hotel shall be liable only for damage attributable to intentional or grossly negligent violation of an obligation on the part of the Commundo Conference Hotel or its legal representatives or agents.

7.2

In the event of slight negligence, the Commundo Conference Hotel shall be fully liable in the case of injury to life, limb or health.

7.3

If, as a result of slight negligence, the Commundo Conference Hotel fails to perform its service on time, if it has become impossible to perform the service, or if the Commundo Conference Hotel has failed to comply with an essential obligation, it shall be liable up to a maximum of EUR 20,000 for any damage to property or pecuniary damage caused thereby that could have been reasonably foreseen when the agreement was concluded.

Exhibition and other objects, excluding personal items, brought to the event are in the event rooms or the Commundo Conference Hotel at the risk of the customer.

The Commundo Conference Hotel shall not be liable for loss, destruction or damage except in cases of gross negligence or intent on the part of the Commundo Conference Hotel.

Display and event materials brought to the event must meet fire safety standards. The Commundo Conference Hotel may demand official proof thereof. Due to the possibility of damage occurring, the setup and mounting of objects must be coordinated in advance with the Commundo Conference Hotel.

Exhibition and other objects brought to the event must be removed immediately at the end of the event. If the customer fails to do so, the Commundo Conference Hotel may remove and store the objects at the customer's expense. If any objects remain in the event room, the Commundo Conference Hotel may charge rent for the room until they are removed. The customer shall have the right to prove that the damage was less, and the Commundo Conference Hotel, that it was greater.

8. Data Protection

8.1

The Commundo Conference Hotel shall use electronic data processing systems to process the order. By booking the service or upon confirmation of the order, the customer gives his consent to the collection, processing and use of the data. The Commundo Conference Hotel shall treat the data and information it stores on the participants and/or the customer's internal business or operating information, irrespective of the nature thereof, in strict confidence. The provisions of the German Data Protection Act (BDSG) shall apply to personal data.

8.2

Mobile storage media and data media brought with the customer may be used on the PCs of the Commundo Conference Hotel only with the consent of the Commundo Conference Hotel and in compliance with the statutory data privacy and copyright rules. The Commundo Conference Hotel reserves the right to assert damage claims in the event of non-compliance.

9. Severability

Should provisions of this agreement be or become invalid or if a lacuna becomes evident in this agreement, the validity of the remaining provisions shall not be affected thereby. In the place of the invalid provisions or to close the lacuna, a suitable provision should be applied that comes as close as possible to what the Parties would have intended given the sense and purpose of this agreement.

10. Applicable Law, Jurisdiction, Effective Date

10.1

The contractual relations shall be subject to German law. The place of jurisdiction shall be Bonn.

These General Terms and Conditions shall take effect on April 1, 2011.

Deutsche Telekom, last revised: March 15, 2011