

Standard business conditions

1. General

The following Standard Business Conditions shall be an integral part of all contracts made with hotel-ami. GmbH.

2. Offer, prices and payment conditions

Our offers shall be non-committal and not binding. All prices are quoted net plus VAT at the applicable statutory rate. Thirty days after receipt and due date of the invoice, we shall be entitled, even without reminder, to charge default interest at 5% over the base interest rate according to Section 1 of the Discount Rate Transition Law (DÜG) of June 19, 1998. (Section 284 subs. 3 German Civil Code (BGB))

The customer reserves the right to prove that the damage caused by delayed performance was lower. If the customer is in default of payment of due invoices, we shall have the right to block access to his respective offer until the outstanding amount has been paid. Our services do not include any support services.

3. Data security

The customer shall indemnify us against all third-party claims with regard to the data made available to us. The customer shall make the data required in the form of pictures/texts for setting up and maintaining the service available to us free of charge. These pictures/texts shall become our property upon their provision. This material must be provided at least one week prior to the scheduled upload of the media data. Our servers are backed up on a regular basis. The customer master data stored by us is treated confidentially and will be stored locally.

4. Service description and payment

Depending on the agreement made, the customer shall be provided one or several pages in our host directory hotel-ami.de with logo, picture and text. These pages will be placed in separate subdirectories and made accessible to the public under the headings location, region and category. The layout provided by our service is not binding and may be changed by us any time without notification. A contract on the use of our service is deemed concluded with acceptance of the order. The contract shall be invoiced in accordance with the applicable price list. An increase of prices during the term of the contract shall be excluded. The contract term shall be one year and does not require express termination.

5. Content of the websites

The content published in the framework of our service must not in any way be insulting to third parties, it must not be offending or defamatory of individuals or groups. The same shall apply to content of pornographic or sexist nature or if, according to the common sense of justice, applicable law is being violated.

6. Liability, claims for damages

We guarantee an availability rate of the service of 98%. We can use 2% of the monthly operating time for maintenance work. Our service consists of the publication of your offer in our hotel-ami.de. We shall not assume any liability for failures of the Internet. Claims for damages and liability are therefore restricted to the order value. Statutory liability in case of gross negligence shall remain thereby unaffected.

7. For customers who have an own website, a hyperlink will be created. The website must be available for inquiries at any time. If the website is not available under the agreed URL for a longer period of time and a new URL has not been not provided, the hyperlink may be deleted without pro rata repayment of the paid fees.

8. The place of performance and venue shall be Heidelberg.

Eppelheim, in June of 2003

<http://www.hotel-ami.de>

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