

General Terms and Conditions for the Hotel & Gastro Consulting GmbH for the Internet Platforms hotel2invest und gastro2invest

1. Applicability

These general terms and conditions regulate the contractual relationship between the client and the Hotel & Gastro Consulting GmbH (“H&G”). The general terms and conditions are applicable to all agreements between H&G and the client regarding services and products offered by H&G.

2. Taking Effect, Right of Cancellation, Withdrawal

As soon as the client signs an agreement or confirms the order of services and/or products over the internet, the corresponding agreement takes effect, under consideration of these general terms and conditions.

H&G reserves the right to terminate within 14 days any agreement made by an employee or agent of H&G or any agreement made with a client online without stating a reason and without compensation consequences.

In the case of a breach of contract or illegal or unethical use of services by a client, or in the case that the client has stated a cause for complaint due to poor quality of transmitted data to H&G, e.g., ad data, H&G can withdraw from the contract effective immediately without compensation consequences and can suspend the provision of services without prior notice to the client and without compensation consequences; in this case, a payment made in advance for a certain term shall be forfeited and the client shall have no repayment claims.

3. Access Authorization

H&G grants the client access authorization by means of a user ID and password for those applications of H&G that are object of the respective agreements between H&G and the client.

For H&G, a client is the person, who uses the user ID and password and was named as the contractual partner, irrespective of whether this person actually has been given access authorization or not.

4. Prices and Terms of Payment

Unless otherwise expressly agreed, the current price list shall be applied to calculate the prices for the respective portals and products. These price lists are available online at any time under the relevant application. H&G reserves the right to adapt prices to market and/or price trends. These price adjustments, unless otherwise expressly agreed, shall also be applied to current contracts. Unless otherwise expressly agreed, prices are net, in the specified currency, and exclusive of VAT.

Payment is due 5 days after the invoice has been issued. If the client does not pay within the payment period, H&G is entitled to terminate the agreement without a reminder, notice or compensation. In addition, H&G is entitled to suspend the client's access to the applications in the event of a delayed payment during the contract term. Upon settlement of all outstanding accounts, the suspension shall be lifted. In this case, the client does not have the right to extend the contract term by the duration of the suspension. Upon expiry of the payment period, a default interest of 1% per month is owed. Additionally, a reminder fee of CHF 50.00 per reminder shall be paid. Furthermore, the client is responsible for damages to H&G incurred by the payment delay and/or the termination of the agreement.

5. Intellectual Property Rights

All copyrights and brands as well as know-how of applications and online platforms of H&G belong exclusively to H&G. All documents, images and templates produced by H&G on behalf of the client are property of the client.

6. Management and Further Development of the Application

Operation and management of H&G applications and online platforms are carried out by H&G, who is entitled to enlist the help of third parties in order to fulfill their contractual performance obligations.

H&G strives to offer the operation of their applications and online platforms with as few disruptions as possible and strives to keep interruptions due to troubleshooting, maintenance work, introduction of new technologies and the like as short as possible. Further technological developments shall be made in the sole discretion of H&G.

7. Data Protection/Publication Network

H&G is obliged to ensure compliance with the applicable data protection regulations. The valid data protection regulations are available under imprint/data protection and are assumed with the acceptance of the general terms and conditions at hand.

8. Rights and Obligations of the Client

The client commits himself to using the applications of H&G in accordance with the law and the contract. The client in particular ensures that:

- he shall deliver all data transmitted to H&G in an H&G pre-defined form and quality in accordance with the listing and advertisement terms of the respective applications;
- he is entitled to all data he provided H&G either directly through himself or indirectly through third parties and is authorized to use the data within the scope of the contractual agreement with H&G. Examples are graphics, photos, videos, musical pieces, images, plans, texts, software, and sounds;
- the data transmitted to H&G is complete and accurate and updated by him continuously;
- he knows and accepts the regulations for advertisers;
- he knows and accepts the agreements regarding commission calculations (only if a product with a commission agreement has been chosen)

H&G reserves the right to amend or to not process the data transmitted by the client due to technical reasons.

The client transfers to H&G the exclusive rights to use the transmitted data. The data shall not be used, adopted or copied by third parties.

The client has the right to terminate the contract at any time five (5) days before the paid listing period ends or to change the membership (from premium to basic). The contract termination/amendment can be made by email to info@ghconsulting.ch. The client must receive a contract termination/amendment confirmation by email.

9. Warranty

For services to which work contract law applies, the client is entitled to improvements by H&G only. Refunds and price reductions are not accepted. As long as permitted by law, H&G excludes all liability for consequential damages.

10. Risk

The client bears all risks that might arise as a result of manipulation of his computer systems, or malfunctions of his computer systems, and/or misuse of access rights.

11. Liability

The client is fully responsible for the content of data transmitted by him to H&G, such as online ads and print-orders. H&G declines any liability for content given by the client. In

particular, H&G assumes no warranty or guarantee for goods and services offered, as well as for potential subsequent conclusions of contracts resulting therefrom, such as, e.g., purchase agreements. This also applies to ads and print-orders, which were produced by H&G on behalf of the client.

H&G is only liable for intent or gross negligence. In no event shall H&G be liable for consequential damages or loss of profit. If H&G is unable to fulfill their contractual obligations despite due care and diligence as a result of a higher power, e.g., natural disasters, armed conflicts, strikes, unanticipated regulatory restrictions, technical disruptions, for which third parties are accountable, the client shall not be entitled to fulfillment of contract claims for the duration of the event.

H&G is not liable for misuse and abuse of the internet and the resulting damages to the client by third parties, security weaknesses and disruptions of the telecommunications network of third parties and of the internet, as well as interruptions to operations and disruptions of the applications and online platforms of H&G and third parties.

12. Exclusion of Set-off

The client is not authorized to offset his claims against the claims of H&G.

13. Exclusion of Assignment

The client is not authorized to transfer the contractual relationship with H&G to a legal successor without the written consent of H&G. The same applies to claims from the contractual relationship with H&G, which cannot be assigned to a third party without written consent of H&G.

14. General Provisions

Changes or amendments of written agreements outside the general terms and conditions, the corresponding terms of use and the corresponding listing and advertisement terms shall only be valid in writing and with the consent of both parties. This also applies to a possible waiver of the written form requirement.

Should any provision or part of any provision of an agreement be held to be invalid, illegal, or unenforceable, the provision shall be deemed omitted in the extent of its invalidity and unenforceability and is incidentally to be replaced by a provision that shall achieve as nearly as possible the same economic effect as the invalid or unenforceable provision. Any possible contractual gaps are to be closed by a provision that comes as close as possible to what the parties would have agreed upon in terms of intent and purpose if the matter in question had been considered earlier.

15. Applicable Law and Place of Jurisdiction

This contract is exclusively subject to Swiss law and under the exclusion of provisions regarding conflicts of law. The sole place of performance and jurisdiction is the registered headquarter of H&G. H&G is also entitled to sue the client at his registered place of business or residence.

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