



Terms of use for advertisers

§ 1 Purpose of the contract

- (1) It is the aim of InterDomizil to reference holiday houses and holiday apartments that can be directly rented out by the landlord without agents' fees. Therefore the holidaymaker incurs no costs with respect to InterDomizil.
- (2) The landlord pays a fee for advertising on the website www.ferien-privat.de, in line with the chosen products, services and runtime, and will be billed according to the current price list.
- (3) The contract becomes effective when the prospective client acquires data for a holiday property and finally selects his/her desired services and run time from the range of services; the contract begins when the client commissions services through the "order and pay" function and when InterDomizil accepts the order.

§ 2 Legal relationship

- (1) In relation to the advertiser, InterDomizil is neither landlord nor arbitrator. This means the contractual partner of the holidaymaker is the landlord or the on-site agency. The lease comes into effect with them, however not with InterDomizil.
- (2) Additional holiday properties will be offered on InterDomizil's website, for which InterDomizil is acting as an agent. The following general terms and conditions are valid for this purpose.
- (3) Further service offers from third parties will also be advertised on the InterDomizil website, such as insurance or flights. InterDomizil is also not the service provider in this instance. These clients will have individual contracts with the respective service providers, in which the particular contract conditions of the service provider apply.

§ 2 Rights and obligations

§ 2.1 Rights and obligations of InterDomizil

- (1) InterDomizil provides a website, on which the client's advertisements will be presented.
- (2) InterDomizil provides a password protected internet application, through which the advertiser can acquire data for their advertisement. InterDomizil reserves the right to alter this application at any time without giving a reason for doing so.
- (3) InterDomizil reviews uploaded advertising copy from a formal standpoint and will make any necessary adjustments.
- (4) InterDomizil reserves the right to refuse advertisements that represent a conflict of interest with the business concerns of InterDomizil.
- (5) InterDomizil reserves the right to delete data from potential tenants at any given time. This data comes into existence when a potential tenant submits an enquiry or booking form.
- (6) InterDomizil reserves the right to remove references at any time, without giving a reason for doing so, if these present a conflict of interest with the business concerns of InterDomizil, or if the content of such pages could contravene legal regulations.
- (7) InterDomizil is not responsible for any content linked through its pages.

§ 2.2 Rights and obligations of the advertiser

- (1) During the contract period, the advertiser has the right to use the internet application provided by InterDomizil to acquire property data, as stipulated in the contract.
- (2) All data and illustrations concerning the holiday properties are based solely on the information provided by the advertiser. The accuracy and completeness of this information cannot and will not be reviewed by InterDomizil.
- (3) By handing over information for publication, the client declares that he/she has the right to publish this information and that its publication will not infringe rights of third parties.
- (4) The advertiser commits to observing all of the legal regulations concerning lawful and fair representation. This applies, for example, to the representation of prices for a holiday property in connection with competition law.
- (5) Should these provisions not be complied with, the advertiser releases InterDomizil from all third-party claims.
- (6) For as long as the advertiser submits data from interested parties, the advertiser commits to only using this data within the confines of data protection laws.

§ 3 Representation of the landlord through InterDomizil

- (1) It is only in mediation in particular cases that InterDomizil is entitled to act as a representative and in the name of the landlord.

§ 4 Runtime of the advertisement/termination

- (7) The runtime of the advertisement will be determined by the runtime product selected by the landlord (6, 12 or 24 months), but will be a minimum of 6 months. Should the advertisement not be cancelled, either in writing or by email, the runtime will automatically extend to the aforementioned time period.
- (8) Cancellation of the advertisement is possible at any time, without notice.
- (9) Should the advertisement be cancelled before the previously credited time period has elapsed, the landlord has no claim to reimbursement of invoice amounts already paid.

§ 5 Invoicing

- (1) The invoice for an advertisement on the website www.ferien-privat.de will normally be generated around 4 weeks before the beginning of the billing period and sent to the landlord via email.
- (2) With newly appointed properties, the respective invoices will be created and sent 4 weeks after the publication of the advertisement at the very latest.
- (3) The full amount indicated in the invoice must be paid within 10 days of the receipt of the invoice.
- (4) If an invoice is not settled by the due date, InterDomizil is entitled to take the invoiced advertisement down from its website at the earliest opportunity after the expiration of a possibly already settled invoicing period.
The invoice can be settled via bank transfer or direct debit.

§ 6 Accounting process

- (1) InterDomizil is not involved in the accounting process and will not engage in it at any point.
- (2) With bookings made by telephone, email or in writing, the prospective buyer makes the landlord a non-binding offer of a rental contract using InterDomizil's portal. An agreement shall only be entered into if the landlord confirms the booking with the client in writing, by telephone or by email.

§ 7 Travel documents

- (1) The individual terms of payment, the services of the landlord on site and everything else concerning relevant regulations and subject matter of the contract are to be taken from the landlord's individual contract conditions (e.g. reservation confirmation, booking confirmation, trading and booking terms and conditions), which will be created, used and sent by the landlord. InterDomizil accepts no responsibility for the content of these contracts and has no influence over them.

§ 8 Complaints/disruptions in performance

- (1) Should any unexpected difficulties arise during the journey, or should the booked accommodation not be as advertised, the traveller must get in touch with the contractual partner at their earliest convenience.
- (2) InterDomizil is not authorised to accept reports of deficiencies. Claims must be put to the contractual partner directly.

§ 9 Changes to the price

- (1) InterDomizil can change the prices of service packages and additional services at any time without giving reasons for doing so. In the event of any such change, InterDomizil will send the landlord the new version of the price lists by email in good time.
- (2) The revised prices for additional services (including additional images, newly acquired last minute packages) take effect when the new price lists become valid.
- (3) The revised prices for run times and service packages become effective at the beginning of the respective billing period at the earliest.

§ 10 Changes to the terms of use

- (1) InterDomizil can change the existing terms of use at any time without giving a reason for doing so. In the case of such a change, InterDomizil will send the landlord the amended version of these conditions by email. The revised conditions are effective if the landlord does not raise any objections within four weeks of receipt.
- (2) In the event of any objections to the revised terms of use, the contract will continue until the end of the agreed period of use and end automatically without further notification.

§ 11 Final provisions

- (1) All legal relationships that arise through the use of InterDomizil's portal shall be governed by the law of the Federal Republic of Germany. If the landlord resides abroad, German law will be agreed upon unless the obligatory consumer protection in the landlord's national law contradicts this.
- (2) The exclusive legal venue for all disputes concerning the terms of use is Hamburg, insofar as the landlord is a businessman or similar or if his/her residence or place of business is abroad.
- (3) Should one of the terms in the terms of use become invalid, the other terms will remain unaffected. In this case the legal provisions are effective for the invalid terms.

Terms of use for the evaluation area

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- from now on referred to as 'service provider' –

for the landlord of holiday properties, from now on referred to as the 'landlord'.

§ 1 Service description and general scope

- (1) The service provider provides an evaluation module on its website for holidaymakers. This application offers tenants the chance to evaluate the holiday properties displayed or advertised through the service provider. The tenant can review the holiday property they rented in different categories and also leave comments visible to every internet user. Following this, the landlord has the opportunity to answer the published comments, even through publication. The service provider will regularly monitor the holidaymakers' comments before publication, without having any obligation to the landlord.
- (2) The use of the assessment formula for the landlord solely follows the foundation of the subsequent terms of use, recognised by the landlord. Other regulations will be dissented. Others of the subsequent terms of use will only come into effect in as much as the service provider has specifically accepted them in writing.

§ 2 Assessment authorisation and evaluation procedure

- (1) Only tenants who have booked a holiday property featured on the service provider's website are eligible to post a review. This can be about the agency or the advertisement. Furthermore the total amount of the booking must be fully paid by the tenant. The holidaymaker is under no obligation to submit a review and/or leave comments.
- (2) The authorised holidaymaker can publish comments of up to 250 words next to reviews in different categories concerning the holiday property. The landlord then has the option to publish his/her own comments. The landlord is aware that once he/she has submitted the form, which is provided for this purpose, it will no longer be possible to alter the entry themselves. Should an unwanted comment accidentally be published, the landlord can go to the service provider and request an amendment or deletion.
- (3) In publishing a comment, the landlord equally accepts that the comments will be made public to every internet user. The service provider has no obligation to the landlord to review the content of his/her comments.
- (4) The service provider reserves the right to refuse to publish the landlord's comments or to delete them. This applies in particular when the landlord's comments includes content, which:
 - (a) violates current German legislation, particularly criminal terms
 - (b) are untrue, offensive, degrading or libellous and/or represent abusive criticism
 - (c) are defamatory or racist or vulgar, obscene, x-rated or offensive in legal terms
 - (d) violate third party rights, particularly copyright laws, branding laws or other trademark rights, third parties or personal claims of third parties
 - (e) contain ambiguous or unrelated information, particularly if other products or services are being advertised.

- (f) contain personal details about the tenant or another third party e.g. names, addresses, telephone numbers, email addresses etc
- (g) otherwise reject the terms of use or are not consistent with the aims of the evaluation application.

§ 3 Technical implementation

- (1) After the end of the respective tenancy period, the tenant can be sent an email in which the tenant receives a link to the review page related to the holiday property they have just rented. With agency bookings for which the booking process is regularly transacted by the service provider, the tenant receives an invitation from the service provider. With so-called advertisements, with which the landlord regularly transacts the booking process in person, the landlord has the opportunity to invite the tenant to submit a review via email.
- (2) In his/her capacity as an agency client, the landlord receives a client number upon conclusion of the agency contract. Additionally, the landlord will receive a password on request so that he/she can use the access data to reach the landlord area. On completion of the rental period the tenant will automatically receive an invitation to submit a review. After the submission of a review with comments, the landlord has the opportunity to answer the comments in the log-in area.
- (3) If the landlord is also an advertiser he/she will receive a client number and a password with the upload of an advertisement. This access data gives the landlord the opportunity to request a review from the holidaymaker after completed rental contracts. After the submission of a review with comments, the landlord is able to answer the comments in the log-in area.

§ 4 Liability for contributions

- (1) The service provider assumes no responsibility to the landlord for comments submitted by tenants. Should the landlord wish to delete a contribution from a holidaymaker he/she must turn to the service provider and give his/her reasons. After (repeated if necessary) examination by the service provider it will be decided whether the post should be deleted or not. The service provider is only obliged to delete a comment from a tenant if it contravenes legal terms or infringes upon the rights of the landlord, or if a court order exists.
- (2) The landlord accepts responsibility for all comments he/she approves for publication. There is no obligation on the part of the service provider to review the content of the posts on behalf of the landlord.

§ 5 Exemption clause

- (1) The landlord shall indemnify the service provider against any and all third party claims that could be made against the service provider as a result of the landlord's published comments.
- (2) In such cases, the landlord is to support the service provider and provide any information concerning the dispute with the third party.

§ 6 Limitations of liability

- (1) Liability for damages is excluded in the case of slightly negligent breaches of duty by the service provider or one of its agents.
- (2) This disclaimer does not apply to cases involving injury to life, limb or health, nor to those concerning the infringement of contractual obligations. The same is true in the case of the existence of a guarantee or in so far as the breach of duty is by means of gross negligence, wilful intent or fraudulent intent on the part of the service provider or one of their assistants. Likewise the terms of the product liability law remain unaffected.

§ 7 Duration and termination of service

- (1) The service provider is entitled to change or adjust these terms of use in the relevant service at any time.
- (2) The service (the evaluation module) will be suspended for the landlord at the end of the agency or advertising contract at the latest.
- (3) After the module has been activated for their holiday property, the landlord has no claim to remove the evaluation area including reviews and comments posted by tenants on pages concerning their holiday properties.
- (4) Upon completion by termination, the service provider is not obliged to reactivate services to the landlord.

§ 8 Changes to the terms of use

- (1) The service provider can change the existing terms of use at any time without giving a reason for doing so. In the case of such change, the service provider will send the landlord the amended version of these terms of use by email. The revised conditions are effective if the landlord does not raise any objections within four weeks of receipt.
- (2) Moreover the technical process ensures that the conditions must be re-confirmed before each individual use of the evaluation application by the tenant. Should the terms of use be revised, the landlord will receive notification of this as well as the time-limited right of objection.

§ 9 Final provisions

- (1) All legal relationships that arise through the use of InterDomizil's portal shall be governed by the law of the Federal Republic of Germany. If the landlord resides abroad, German law will be agreed upon unless the obligatory consumer protection in the landlord's national law contradicts this.
- (2) The exclusive legal venue for all disputes concerning the terms of use is Hamburg, insofar as the landlord is a businessman or similar or if his/her residence or place of business is abroad.
- (3) Should one of these terms in the terms of use become invalid, the other terms will remain unaffected. In this case the legal provisions are effective for the invalid terms.