

**General Terms & Conditions of
Clipper Boardinghouse GmbH & Co. KG**

1. Scope of application

- 1.1 These general terms & conditions apply to the entire present and future business relationship between the orderer (hereinafter “Guest”) and Clipper Boardinghouse GmbH & Co. KG, Hamburg (hereinafter briefly “Boardinghouse” or “CHB”), including accommodation contracts and all services rendered in connection with the implementation of such contracts in or on CHB buildings and grounds.
- 1.2 Separate provisions apply to the reservation and use of CHB conference, banquet and other event space.
- 1.3 The Guest’s general terms & conditions do not apply and are expressly disavowed.

2. Closing

- 2.1 Boardinghouse offers are subject to change and non-binding in nature until the closing.
- 2.2 The closing occurs when the suite / apartment / room (hereinafter collectively “Suite”) is (i) booked by way of Boardinghouse’s confirmation of the Guest’s booking or, in the event that a booking cannot be confirmed for lack of time, (ii) when the Suite is provided. The closing obliges the contractual partners to render performance under the contract irrespective of the term for which such contract was executed. In the event that the Guest submitting the booking is not also the user, the Guest and the user are jointly and severally liable

to Boardinghouse for the performance of the obligations under the booking.

- 2.3 Boardinghouse may, at its sole discretion, confirm a booking in writing. Cancellations and similar notices must be communicated in writing.
- 2.4 In the event that the Guest is a business, the effective terms of a booking are those set forth in the Boardinghouse’s written confirmation thereof unless the Guest promptly objects in writing. This is especially true for bookings and arrangements made orally or by telephone. Notices given to Boardinghouse are considered prompt if they are received within seven days.
- 2.5 For group bookings (five or more persons), the event organizer must furnish Boardinghouse with a list of participants no later than three days prior to arrival.

3. Severability

In the event that one of the provisions of the contract or these general terms & conditions is or becomes ineffective, the remaining provisions of the contract and these terms & conditions remain in full force and effect, and it is to be replaced by the applicable statutory provision. Under no circumstances is the provision in question in these general terms & conditions substituted by general terms & conditions of the Guest. The same applies to loopholes found in the contract or the general terms & conditions.

4. Provision and departure

- 4.1 Booked Suites are made available to the Guest starting at 3 p.m. on the date of arrival. Unless a later time of

- arrival was specifically agreed, Boardinghouse reserves the right to reassign booked Suites after 6 p.m.
- 4.2 Boardinghouse is not obligated to provide a specific Suite or space. In the event that specific Suites were promised in the booking confirmation but are not available, Boardinghouse is within its rights to offer an equivalent substitute in the building; the Guest holds no other claims in this regard.
 - 4.3 Suites must not be sublet or relet, and occupancy by more than the number of persons specified in the booking is subject to Boardinghouse's prior written consent.
 - 4.4 The Guest is obligated to identify himself/herself upon arrival, to provide adequate security (credit card with a limit sufficient to cover the expected total costs of occupancy, cash deposit, etc.) with the reception and properly complete and sign the registration form.
 - 4.5 Boardinghouse's prior consent must be obtained and a fee is charged for pets travelling with the Guest.
 - 4.6 The Guest must depart on or before 11 a.m. on the date of departure; at this time, the Suite must be vacant. For the Suite's use from 11 a.m. until 2 p.m. on the date of departure, Boardinghouse will charge its day rate (lodging / list price); for its use beyond 2 p.m., the full overnight charge applies. The Guest undertakes to pay such additional charges.
 - 4.7 Suite occupancy beyond the period of time specified in the accommodation contract is subject to prior, timely consultation with the

reception. The reception should be contacted less than halfway through the agreed length of stay, and the reception's written confirmation is required to extend the accommodation contract. The Guest is not entitled to such an extension.

5. Cancellation

- 5.1 Reservations are binding upon the contractual partners. Cancellations of reserved Suites and/or services are subject to the terms below. The Guest's payment obligation under the accommodation contract is not adjusted by Boardinghouse's actual expenditures saved but subject to these terms & conditions. Reference is made to item 2.3 of these terms & conditions. Reserved Suites and/or services cannot be cancelled in part.
- 5.2 For reservations of up to seven nights per Suite outside of trade show and other peak periods, cancellations may be made free of charge until 48 hours prior to the commencement of the service period (scheduled arrival). In the event of a late cancellation, the Guest's payment obligation is reduced to 70% of the value of services ordered; for overnight accommodations only, the Guest owes 70% of the cost of accommodation for the first night. In the event that the Guest does not take advantage of services without cancelling them in writing, the Guest's payment obligation is reduced to 80% of the cost of accommodation for the first night. Price reductions are subject to the provision in item 5.5.

- 5.3 For reservations of more than seven nights per Suite, cancellations may be made free of charge up until seven days prior to the commencement of the service period (scheduled arrival). In the event of cancellation up until four days prior to arrival, the Guest's payment obligation is reduced to 70% of the cost of accommodation for the first three nights. For cancellations on the date of arrival (from 0 a.m. until 6 p.m.), the Guest's payment obligation amounts to 80% of the cost of accommodation for the first three nights. In the event that the Guest does not take advantage of services without cancelling them in writing, the Guest's payment obligation is reduced to 80% of the cost of accommodation for the first three nights. Price reductions are subject to the provision in item 5.5.
- 5.4 For groups (≥ eight Suites) or reservations for Suites for trade show or other peak periods, cancellations may be made free of charge up until 28 days prior to the agreed commencement of the service period. For cancellations up until 14 days prior to arrival, the Guest's payment obligation is reduced to 70% of the agreed price for the entire block. In the event of a cancellation up until seven days prior to arrival, the Guest's payment obligation amounts to 80% of the agreed price for the entire block. For cancellations on the date of arrival (from 0 a.m. until 6 p.m.), the Guest's payment obligation is reduced to 90% of the agreed price for the entire block. In the event that the Guest does not take advantage of services without cancelling them in writing, the Guest is charged the full price arranged for the entire block. Price reductions are subject to the provision in item 5.5.
- 5.5 Boardinghouse will endeavour to reassign Suites that are not claimed. In the event that Boardinghouse succeeds in reassigning Suites for the agreed service period, the payment obligation according to items 5.2 through 5.4 is adjusted by the amount by which the sum of the outstanding payment obligation exceeds the proceeds from the Suite's reassignment. For example, if the outstanding payment obligation amounts to EUR 1,000.00, and Boardinghouse generates proceeds of EUR 800.00 by reassigning the Suite, the Guest only owes EUR 200.00. Reductions are granted up to, but not beyond, the full amount of the original payment obligation.
- 6. Prices / payments / set-off / assignment**
- 6.1 Prices are determined on the basis of the Boardinghouse rate schedule in effect at the time of performance and include value-added tax (VAT) in the amount prescribed by law. If the booking confirmation specifies a rate, such rate is authoritative in nature. However, if the booking is older than four months, Boardinghouse may reasonably adjust the rate specified therein by up to 5%.
- 6.2 At the time of booking, Boardinghouse may demand that the Guest make an advance payment or a security deposit.

6.3 Boardinghouse invoices are due and payable in full upon receipt.

6.4 The Guest waives all rights of set-off unless the counter-claim on which such right is based is undisputed or has become legally binding. The same applies to the exercise of rights of retention. The assignment to third parties of any of the Guest's rights or claims against Boardinghouse is subject to Boardinghouse's written consent.

6.4 Only guests using Boardinghouse rooms / services for business purposes (business customers within Germany) have the option – upon a successful credit check – to enter into a credit agreement with Boardinghouse. Invoices sent under such a credit agreement are due and payable in full within 14 days of receipt. Following this period, a written payment reminder is issued. After another 14 days, a second written reminder follows, and default interest as well as a reminder fee of EUR 2.50 are added. After seven more days, a third written reminder is issued, and additional default interest and a reminder fee of EUR 5.00 are added, along with the note that, unless paid in full, the claim will be assigned to a collection agency. Boardinghouse expressly reserves the right, to use the residing Guest's security deposit to pay down the claim.

7. Termination

7.1 Boardinghouse may terminate for good cause, which is present, for instance, if:

- advance payments according to item 6.2 are not made on or before the agreed date (if no

date is specified, 30 days prior to arrival);

- for reasons of Force Majeure, strike, disruptions of operations not attributable to Boardinghouse and other circumstances beyond Boardinghouse's control, contractual performance is made impossible;
- events are booked on the basis of misleading or false essential information – for instance, by misidentifying the Guest, the Organizer or the occasion;
- Boardinghouse has good reason to believe that the accommodation / event might jeopardize the smooth operation, safety or public reputation of Boardinghouse outside of its sphere of control or organization; or
- the space provided is sublet or relet.

7.2 Boardinghouse will promptly notify the Guest in writing if it is exercising the right of termination. In the cases of termination listed above, the contractual partner is not entitled to damages, whereas Boardinghouse's claims for damages and indemnification are not affected.

8. Liability

8.1 Items or materials left in common areas of Boardinghouse, including its technical facilities and conference rooms, are deemed to have been introduced only if an authorized member of Boardinghouse's staff expressly took possession thereof. In the Suites, only items and materials brought by the Guest holding rights under the

contract are deemed to have been introduced. Items that were not introduced are not subject to liability, and Boardinghouse's liability for introduced items and materials is limited to EUR 3,500.00; for cash, securities and valuables, its liability is limited to EUR 800. A corresponding claim based on the loss or the destruction of or damage to property is subject to item 8.7. Items the Guest left behind at Boardinghouse are shipped to the Guest upon his/her request and at his/her risk and expense. Boardinghouse undertakes to store such items for a period of six months, after which any clearly valuable items will be delivered to the local lost-and-found. In all other cases, they are handed over to the finder against receipt. In this respect, Boardinghouse bears no liability.

- 8.2 Boardinghouse will diligently endeavour to wake guests as directed. However, it accepts no liability for the consequences of its failure to do so. The same applies to computer-generated wake-up calls.
- 8.3 No custody agreement comes into effect if the Guest is furnished with a parking space in the Boardinghouse garage or parking lot, irrespective of whether a fee is charged or not. If vehicles parked or moved on Boardinghouse property are lost or damaged, Boardinghouse is not liable and, to such extent, is under no obligation to monitor. Boardinghouse must be notified promptly of any damages. Item 8.6 applies accordingly.
- 8.4 Irrespective of the provisions in items 8.1 through 8.3,

Boardinghouse bears no liability for damages of any kind (whether contractual or in tort) save for:

- damages Boardinghouse caused intentionally or by way of gross negligence; or
- damages in cases of slight negligence that are based on injuries to life, body or health as well as, subject to the provisions under items 8.5 and 8.6, damages based on Boardinghouse's violation of material contractual obligations. Material contractual obligations are all obligations the satisfaction of which is required for proper contractual performance.

- 8.5 In cases of a negligent breach of material contractual obligations, Boardinghouse's liability is limited to damages typically associated with the underlying contract, which Boardinghouse could have foreseen at the time of closing or the commission of the breach, save for instances of injury to life, body and health. To such extent, Boardinghouse's liability for damages attributable exclusively to the Guest's sphere of risk is excluded.
- 8.6 The Guest is obligated promptly, but no later than upon departure, to notify Boardinghouse of any defects. The Guest's claims must be asserted against Boardinghouse in writing within 14 days of the time performance ends according to the contract. Following the expiration of this 14-day period, the Guest may only assert claims if and to the extent that the deadline could not be met through no fault of his/her own.

Claims for damages on the Guest's part that are occasioned by Boardinghouse's slight negligence according to items 8.4 and 8.5 above are excluded unless they are asserted by way of legal action within three months of the claims' rejection by Boardinghouse or its insurer.

- 8.7 The exclusions and limitations in items 8.1 through 8.6 above also apply to Boardinghouse's liability for its officers and directors, employees and agents, as well as to the personal liability of such Boardinghouse officers and directors, employees and agents.
- 8.8 The above exclusions and limitations do not apply to claims pursuant to the product liability act if and to the extent that liability is mandated thereunder.
- 8.9 Unless otherwise mandated by law, all liability claims arising from or in connection with the preparation, negotiation, execution and implementation of this agreement expire one year from the date on which performance ceased or was contractually intended to end, as do all other liability claims including tort claims.

9. Place of performance, legal venue, applicable law

- 9.1 The place of performance and payment is the location of CHB's registered offices.
- 9.2 In commercial relations (i.e., if the Guest is a merchant, public-sector corporation or public-sector special fund), the location of CHB's registered offices serves as the exclusive legal venue, including for check and bill-related disputes. This

also applies in the event that (i) the Guest meets the conditions of Sec. 38 para. 2 of the code of civil procedure (ZPO) as a non-business and does not fall under the jurisdiction of a domestic legal venue, (ii) the Guest moves his/her domicile or permanent residence away from the Federal Republic of Germany or (iii) the Guest's domicile or permanent residence is unknown to Boardinghouse at the time of claim filing.

- 9.3 German law applies to the exclusion of CISG.

10. Privacy

Boardinghouse as well as third parties working on its behalf are entitled, subject to the federal privacy act, to process and store data about the Guest received in connection with the business relationship even if such data is provided by third parties.

General Terms & Conditions

For the Use of the Websites and Online Services

Offered by Clipper Boardinghouse GmbH & Co. KG

1. Scope of application

These terms & conditions apply to the use of all websites and online services offered by Clipper Boardinghouse GmbH & Co. KG (hereinafter “Clipper”), including but not limited to its online services (WLAN and DSL).

2. Privacy

- 2.1 As part of the use of these websites, data is collected, processed and stored within the meaning of the telemedia act (TMG) and the federal privacy act (BDSG). For these purposes, log files are created on servers to document visitors’ access to such pages, which specifically record: the user’s static or dynamic IP address, sites visited, browser type used, referred addresses as well as access date and time. While the webmaster and/or the website operator may access this data, the data contained in the log files is exclusively used for statistical purposes. Unless mandated by law, users are not identified.
- 2.2 In the event that visitors’ personal data (name, address, email, telephone number, etc.) is collected, it is provided on a voluntary basis; such data will not be shared with third parties and likewise serves purely statistical, organizational or billing purposes – unless other purposes are specified at the time of collection.
- 2.3 If the guest uses the online services (WLAN and/or DSL) offered by

Clipper, he/she undertakes to observe such legal regulations in the Federal Republic of Germany as may apply to the use of online services and websites. In cases of improper use, Clipper expressly reserves the right to file criminal charges in addition to claims for damages, if any. Reference is made to the fact that Clipper is required under the telecommunications act (TKG) to store connection data and may be required to provide information on such data to the competent authorities – for instance, to assist with the prosecution of criminal or administrative offenses as well as to avert dangers.

3. Customer’s obligations

- 3.1 The customer is solely responsible for any contents viewed, stored or transmitted on or from the Internet and, as part of his/her obligation to observe applicable legal and contractual provisions, further bears responsibility for the conduct of third parties working on his/her behalf, including but not limited to (vicarious) agents. This also applies to other third parties whom he/she knowingly furnishes with the information needed to access Clipper’s services. Clipper is not obligated to monitor the contents of customer transmission for possible legal violations.
- 3.2 The customer undertakes to hold in strict confidence any access information he/she receives from Clipper and must promptly notify Clipper if he/she learns that unauthorized third parties have gained knowledge of such information.

- 3.3 The customer further undertakes promptly and fully to inform Clipper if he/she becomes subject to claims, whether filed with a court or not, in connection with his/her use of the services contemplated herein.
- 3.4 It is the customer's own responsibility periodically to back up any files and software settings to which he/she has access.
- 3.5 Clipper's services must not be put to improper use. Specifically, they must not be used to:
- transmit unsolicited promotional messages or information to third parties (spamming);
 - gain improper access to restricted information, data or data networks; and
 - transfer to Internet users' computer hard drives any self-executing hidden files (e.g., spyware, dialer, etc.) without authorization.
- 3.6 Information of an unlawful or offensive nature must not be distributed. This includes information that (i) is seditious, encourages, glorifies or trivializes violence or is obscene within the meaning of Secs. 130, 130a and 131 of the criminal code (StGB), or (ii) is pornographic in nature or otherwise endangers the wellbeing or character of children and youths. Moreover, Clipper expressly reserves the right to take immediate legal action under criminal or civil law, and the customer will full indemnify Clipper against such claims for damages as may be asserted against Clipper due to such actions upon first written demand.

- 3.7 It is the customer's responsibility to see to a secure configuration for his/her software in order to protect data transmissions against third-party access. Clipper is not liable for damages arising from or in connection with the customer linking his/her systems to the Internet using Clipper's network infrastructure.

4. Liability

Clipper assumes no responsibility for the contents of any linked pages. This applies to all links and references placed within its own Internet offering. Clipper is not liable for ensuring that (i) the Internet is readily accessible at any given time and (ii) the pages visited on the Internet or any emails received are free from and do not transmit viruses. The exclusion of Clipper's liability in this item 4 does not apply in cases of Clipper's intentional misconduct or gross negligence.

5. Copyright

None of the websites, media and contents created by Clipper may be reprinted, incorporated into online services and the Internet, duplicated on media (such as CD-ROM, DVD-ROMs, etc.) or put to any other personal use without Clipper's prior written consent. Links may be created to such contents if the browser window contains nothing else. Inline framing, the practice of placing website contents within the frameset of other websites, is not permitted. The customer is aware that Clipper's pages and hyperlinks are the product of editorial work, which is why Clipper's pages, any links or graphics used as well as the layout may not be copied for purposes other than

exclusively private use without Clipper's express written consent.

6. Applicable law, legal venue

- 6.1 German law applies to the exclusion of CISG.
- 6.2 In commercial relations (i.e., if the guest is a merchant, public-sector corporation or public-sector special fund), the location of CHB's registered offices serves as the exclusive legal venue, including for check and bill-related disputes. This also applies in the event that (i) the guest meets the conditions of Sec. 38 para. 2 of the code of civil procedure (ZPO) as a non-business and does not fall under the jurisdiction of a domestic legal venue, (ii) the guest moves his/her domicile or permanent residence away from the Federal Republic of Germany or (iii) the guest's domicile or permanent residence is unknown to Boardinghouse at the time of claim filing.

**General Terms & Conditions of
Clipper Boardinghouse GmbH & Co. KG
For Events, especially Reservation and
use of Conference and Banquet Space**

1. Scope of application

- 1.1 These general terms & conditions apply to the entire present and future business relationship between the orderer (hereinafter "Event Organizer") and Clipper Boardinghouse GmbH & Co. KG, Hamburg (hereinafter briefly "Boardinghouse"), including contracts for the reservation and use of conference, banquet and other Boardinghouse event space for purposes of events, as well as all services rendered in connection with the implementation of such contracts in or on CHB buildings and grounds.
- 1.2 The reservation of suites and any Boardinghouse services rendered in connection with the implementation of such contracts are subject to separate terms.
- 1.3 The guest's general terms & conditions do not apply and are expressly disavowed.

2. Closing

- 2.1 Boardinghouse offers are subject to change and non-binding in nature until the closing.
- 2.2 The contract for the reservation or use of conference and banquet space comes into effect when Boardinghouse confirms the orderer's booking in writing.
- 2.3 In the event that the orderer is not the Event Organizer, both are jointly and severally liable to Boardinghouse for the performance of contractual obligations. The same

applies if the Event Organizer works with a commercial agent.

- 2.4 The Event Organizer is also liable for payment of extra services or expenses ordered by event participants or otherwise rendered by Boardinghouse to third parties in connection with the event.

3. Severability
In the event that one of the provisions of the contract or these general terms & conditions is or becomes ineffective, the remaining provisions of the contract or these terms & conditions remain in full force and effect, and it is to be replaced by the applicable legal provision. Under no circumstances is the provision in question in these general terms & conditions substituted by general terms & conditions of the guest. The same applies to loopholes found in the contract or the general terms & conditions.

4. Scheduled event dates

- 4.1 The Event Organizer undertakes to furnish Boardinghouse with a final list of participants no later than three days prior to the commencement of the event. In the event that, at the time of the event, the actual number of participants is lower than the number established in the contract, such difference is of no consequence and comes at the Event Organizer's expense.
- 4.2 In the event that the number of participants exceeds the agreed number, Boardinghouse will accept such increase up to 5% and, to such extent, represents and warrants that the event will proceed smoothly. In cases of a greater increase in the number of participants,

- Boardinghouse must be given advance written notice; otherwise, the Event Organizer is not permitted to proceed with the event with a greater-than-agreed number of participants. Boardinghouse's consent is not mandatory, but if granted, the increased number of participants becomes part of the underlying contract. In the event that, in the end, fewer participants attend the event, Boardinghouse may still charge for the additional expenditures irrespective of the actual number of participants.
- 4.3 Reserved rooms are available to the Event Organizer only for the period agreed in writing. Any use going beyond the agreed dates is subject to Boardinghouse's consent and, if granted, to additional charges. A right to an extension is expressly disavowed.
 - 4.4 Unless agreed otherwise in writing, Boardinghouse is not obligated to provide specific space. In the event that specific space was contracted but is not available, Boardinghouse is within its rights to offer an equivalent substitute unless agreed otherwise in advance and provided that the change of space does not impose an unreasonable burden on the Event Organizer.
 - 4.5 Event space must not be sublet or relet without Boardinghouse's prior written consent.
 - 4.6 The Event Organizer must notify Boardinghouse no later than upon closing if the event poses a risk to Boardinghouse's uninterrupted operations, security or public reputation due to the event's political, religious or other character.
- 5. Cancellation
 - 5.1 Reservations are binding upon the contractual partners. Notices of rescission and cancellations on the orderer's part are subject to the terms below. Unless agreed otherwise in writing, the Event Organizer's payment obligation is not adjusted by Boardinghouse's actual expenditures saved but subject to these terms & conditions. Reference is made to item 2.3 of these terms & conditions.
 - 5.2 By providing written notice no less than six weeks prior to event commencement, the orderer may rescind the contract or cancel the booking free of charge. In the event that a booking is made within 45 days prior to event commencement, the terms of cancellation according to items 5.3 and 5.4 apply upon the closing.
 - 5.3 In the event of rescission or cancellation predating the commencement of the event by less than six weeks, Boardinghouse may demand the agreed payment, which consists of the contractually agreed costs of providing the reserved rooms as well as guaranteed sales or, in the absence of such a guarantee, the expected amount of sales generated with food and beverages, at the case may be, to be calculated on the basis of the agreed number of persons and scope of services. However, Boardinghouse's claim is adjusted by the value of expenditures saved and the proceeds of reassignment. Boardinghouse will endeavour to reassign any unused event space.
 - 5.4 Specifically, the calculation pursuant to item 5.3 is performed as follows:

- For the cancellation of bookings for conference and banquet space at least eight days prior to event commencement, the deduction for expenditures saved per absent event participant equals a flat 60% of the fee agreed for each event participant.
- For the cancellation of bookings for conference and banquet space seven or fewer days before event commencement, the deduction for expenditures saved per absent event participant equals a flat 30% of the fee agreed for each event participant.
- For the cancellation of suites for event participants, separate conditions apply according to item 1.2.

6. Prices / payments / set-off / assignment

6.1 Prices are determined on the basis of the Boardinghouse rate schedule in effect at the time of performance. If the event confirmation specifies a rate, such rate is authoritative in nature. However, if the booking is older than four months, Boardinghouse may reasonably adjust the rate specified therein by up to 5%.

6.2 At the time of booking, Boardinghouse may demand that the Event Organizer make an advance payment or a security deposit. Likewise, Boardinghouse may demand other security (insurance, guarantee, surety) for the event's completion.

6.3 Boardinghouse invoices are due and payable in full upon receipt.

6.4 The orderer waives all rights of set-off unless the counter-claim on which such right is based is undisputed or has become legally binding. The

same applies to the exercise of rights of retention. The assignment to third parties of any of the Event Organizer's rights or claims against Boardinghouse is subject to Boardinghouse's written consent.

6.4 Only event organizers using Boardinghouse services for business purposes (business customers) have the option – upon a successful credit check – to enter into a credit agreement with Boardinghouse. Invoices sent under such a credit agreement are due and payable in full within 14 days of receipt. Following this period, a written payment reminder is issued. After another 14 days, a second written reminder follows, and default interest as well as a reminder fee of EUR 2.50 are added. After seven more days, a third written reminder is issued, and additional default interest and a reminder fee of EUR 5.00 are added, along with the note that, unless paid in full, the claim will be assigned to a collection agency. Boardinghouse expressly reserves the right, to use the residing Event Organizer's security deposit to pay down the claim.

7. Termination by a Clipper Boardinghouse & Boardinghouse GmbH & Co. KG property

7.1 The parties' right of termination for good cause is not affected. Boardinghouse is entitled to terminate the contract in particular whenever:

- advance payments according to item 6.2 are not made on or before the agreed date (if no date is specified, 30 days prior to arrival);

- for reasons of Force Majeure, strike, disruptions of operations not attributable to Boardinghouse and other circumstances beyond Boardinghouse's control, contractual performance is made impossible;
- events are booked on the basis of misleading or false essential information – for instance, by misidentifying the Event Organizer, any guest or the occasion;
- Boardinghouse has good reason to believe that the event might jeopardize the smooth operation, safety or public reputation of Boardinghouse outside of its sphere of control or organization;
- the space provided is sublet or relet; or
- the Event Organizer violates item 8.6.

7.2 Boardinghouse will promptly notify the Event Organizer in writing of its intention to exercise its right of termination. In the cases of termination listed above, the contractual partner is not entitled to damages, whereas Boardinghouse's claims for damages and indemnification are not affected.

8. Presentation of conference and banquet space; introduction items, food and beverages

8.1 The Event Organizer may deliver decorations and other furnishings for the event within 24 hours prior to event commencement and must remove them within 24 hours of the end thereof. Otherwise, Boardinghouse reserves the right to see to the removal itself and store the materials and items at the Event Organizer's expense unless specifically agreed otherwise in writing beforehand.

8.2 Decorations and similar items must not be attached or mounted to ceilings, walls or Boardinghouse fixtures without Boardinghouse's express consent.

8.3 Decorations and other furnishings used must comply with fire regulations. At Boardinghouse's request, the Event Organizer is obligated to have the fire department confirm the unobjectionable nature of such items, failing which the materials and items in question must not be used on Boardinghouse's premises. If applicable, Boardinghouse may demand their immediate removal from the building. Reference is made to item 9 of these terms & conditions.

8.4 No food or beverages may be introduced unless specifically agreed otherwise in writing, in which case a service fee is charged.

8.5 Packaging materials produced in connection with supplies to the event by the Event Organizer or any third party must be removed by and at the expense of the Event Organizer prior to or immediately following the event. Otherwise, Boardinghouse reserves the right to remove such materials at the Event Organizer's expense.

8.6 The Event Organizer must use neither Boardinghouse names nor brands in connection with efforts to advertise its event unless it has obtained Boardinghouse's prior written consent. This is true for both print ads containing invitations to the event and any other kind of advertisement or information referring to Boardinghouse.

9. Official permits

- 9.1 Unless specifically agreed otherwise in writing, the Event Organizer undertakes, in a timely manner, to obtain such official permits as may be needed for the event, and proof thereof must be submitted to Boardinghouse upon request. The Event Organizer is responsible for ensuring compliance with administrative law.
- 9.2 The Event Organizer must remit payments of third-party charges (e.g., entertainment tax, etc.) directly to the appropriate agent (e.g., GEMA) and indemnifies Boardinghouse against any related claim upon first written demand.
10. Event Organizer's liability
The Event Organizer's liability for loss or damage to Boardinghouse property also extends to loss and damage culpably caused by its employees, staff or agents or event participants. Boardinghouse reserves the right to use security according to item 6.2 to cover any costs incurred.
11. Boardinghouse's liability
- 11.1 Items or materials left in common areas of Boardinghouse, including its technical facilities and conference rooms, are deemed to have been introduced only if an authorized member of Boardinghouse's staff expressly took possession thereof. Items that were not introduced are not subject to liability, and Boardinghouse's liability for introduced items and materials is limited to EUR 3,500.00; for cash, securities and valuables, its liability is limited to EUR 800. A corresponding claim based on the loss or the destruction of or damage to property is subject to item 11.6 as well. Items the Event Organizer or any event participant left behind at Boardinghouse are shipped upon the Event Organizer's request and at its risk and expense. Boardinghouse undertakes to store such items for a period of six months, after which any clearly valuable item will be delivered to the local lost-and-found. In all other cases, they are handed over to the finder against receipt. In this respect, Boardinghouse bears no liability.
- 11.2 No custody agreement comes into effect if the Event Organizer is furnished with a parking space in the Boardinghouse garage or parking lot, irrespective of whether a fee is charged or not. If vehicles parked or moved on the Boardinghouse property are lost or damaged, Boardinghouse is not liable and, to such extent, is under no obligation to monitor. Boardinghouse must be notified promptly of any damages. Item 11.6 applies accordingly.
- 11.3 Insofar as Boardinghouse procures technical or other equipment for the Event Organizer, it does so in the name and at the expense of the Event Organizer, who bears sole liability and indemnifies Boardinghouse against any third-party claims. Boardinghouse is not liable for ensuring that equipment is delivered on time and in good working order.
- 11.4 Notwithstanding the provisions in items 11.1 through 11.3, Boardinghouse bears no liability for damages of any kind (whether contractual or in tort) save for:

- damages Boardinghouse caused intentionally or by way of gross negligence; or
 - damages in cases of slight negligence that are based on injuries to life, body or health as well as, subject to the provisions under items 11.4 and 11.5, damages based on Boardinghouse's violation of material contractual obligations. Material contractual obligations are all obligations the satisfaction of which is required for proper contractual performance.
- 11.5 In cases of a negligent breach of material contractual obligations, Boardinghouse's liability is limited to damages typically associated with the underlying contract, which Boardinghouse could have foreseen at the time of closing or the commission of the breach, save for instances of injury to life, body and health. To such extent, Boardinghouse's liability for damages attributable exclusively to the Event Organizer's sphere of risk is excluded.
- 11.6 The Event Organizer is obligated promptly, but no later than at the time of departure, to notify Boardinghouse of any defects. The Event Organizer's claims must be asserted against Boardinghouse in writing within 14 days of the time performance ends according to the contract. Following the expiration of this 14-day period, the Event Organizer may only assert claims if and to the extent that the deadline could not be met through no fault of his/her own. Claims for damages on the Event Organizer's part that are occasioned by Boardinghouse's slight negligence according to items 11.4 and 11.5 above are excluded unless they are asserted by way of legal action within three months of the claims' rejection by Boardinghouse or its insurer.
- 11.7 The exclusions and limitations in items 11.1 through 11.6 above also apply to Boardinghouse's liability for its officers and directors, employees and agents, as well as to the personal liability of such Boardinghouse officers and directors, employees and agents.
- 11.8 The above exclusions and limitations do not apply to claims pursuant to the product liability act if and to the extent that liability is mandated thereunder.
- 11.9 Unless otherwise mandated by law, all liability claims arising from or in connection with the preparation, negotiation, execution and implementation of this agreement expire one year from the date on which performance ceased or was contractually intended to end, as do all other legal – including tort – claims.
12. Place of performance, legal venue, applicable law
- 12.1 The place of performance and payment is the location of Boardinghouse's registered offices.
- 12.2 In commercial relations (i.e., if the Event Organizer is a merchant, public-sector corporation or public-sector special fund), the location of Boardinghouse's registered offices serves as the exclusive legal venue, including for check and bill-related disputes. This also applies in the event that (i) the Event Organizer meets the conditions of Sec. 38 para. 2 of the code of civil procedure (ZPO) as a non-business and does

not fall under the jurisdiction of a domestic legal venue, (ii) the Event Organizer moves his/her domicile or permanent residence away from the Federal Republic of Germany or (iii) the Event Organizer's domicile or permanent residence is unknown to Boardinghouse at the time of claim filing.

12.3 German law applies to the exclusion of CISG.

13. Privacy

Boardinghouse as well as third parties working on its behalf are entitled, subject to the federal privacy act, to process and store data about the orderer received in connection with the business relationship even if such data is provided by third parties.