

## General Terms and Conditions meetreet.com

as of 20.01.2023

### 1. General and scope

The subject of the General Terms and Conditions are the rights and obligations to use the online platform meetreet.com, hereinafter referred to as “platform” or “meetreet”.

meetreet.com mediates the contact between companies, subsequent “users” and “partners”.

meetreet.com is aimed exclusively at companies and self-employed people and not at private individuals. All prices shown are therefore net and non-binding.

meetreet.com is a project by:

#### **meetreet UG (haftungsbeschränkt)**

Langemarckstraße 122

28199 Bremen

HRB 38089 HB

Represented by the managing director Saskia Klinder

Meetreet operates a portal under the domain <https://meetreet.com>.

<https://meetreet.com> is a platform and a virtual marketplace on which contact is established between companies (legal entities, sole proprietorships, self-employed), hereinafter “user” and “partner”. use of meetreet’s services. Partners

are providers of services in the hotel and hospitality industry who offer their services and products for accommodation, catering or the provision of other services on meetreet.

## 2. Conclusion of the contract

The contract with meetreet.com for the use of the online platform is concluded by completing the online registration process.

Non-binding calculations or inquiries submitted via the platform do not create a binding contractual relationship between the user and the partner. The relevant legal transaction for an accommodation service (and any other services) is concluded outside the platform between the user and the partner. meetreet.com as a platform is not part of this contract and is not liable for any damages arising from it. Payment processing takes place directly between the user and the partner.

The tools provided by meetreet are for contact and information purposes only.

The non-binding information on the platform is merely a basis for negotiation and must be replaced by an individual contract between the location and the end customer.

## 3. Meetreet services

meetreet undertakes to provide the following services on the basis of the agreements made between the user or the partner and meetreet:

(1) Operation and support of the portal at the URL <https://meetreet.com>  
meetreet may change the domain if he announces this to the user or partner in writing with a notice period of one month in advance. In this case, the user or partner can terminate the contract no later than two weeks after receipt of the change notification by written notification to meetreet at the time the change occurs. The contract then ends on the last day of operation of the domain

<https://meetreet.com>. If meetreet is unable to continue operating the domain for legal reasons, it can change the URL without notice.

(2) Debt collection

meetreet will not assume any debt collection services for the *user* or the *partner*.

(4) Technical features

The parties agree that the website <https://meetreet.com> should meet the specifications of Mozilla Firefox 80.0 generation, Microsoft Internet Explorer, Google Chrome, Microsoft Edge, Opera and a screen resolution of 1920x1080.

(5) Subject to change

meetreet reserves the right to change, expand or discontinue the portal at any time and to exclude certain end customers, groups of end customers or users from using the portal.

(6) Availability

meetreet undertakes to keep the portal available for the agreed services at an annual average of 98.5%. This already includes the necessary maintenance work. Availability must not be interrupted for more than 48 hours at a time.

## 4. Partner services

The *partner* undertakes to provide the following services on the basis of the agreements made between the *partner* and meetreet:

(1) Use

The *partner* undertakes to only use the domain <https://meetreet.com> for the specified purpose of the portal. He undertakes to provide the data required for the conclusion of the contract carefully and to the best of his knowledge and not to provide any misleading information, and not to overload the service through improper use. The *partner* undertakes not to use any software or other data when posting his website on the meetreet portal that could lead to changes in the physical or logical structure of the *partner*, the software and/or the operating system. The *partner* will refrain from attempting unauthorized access to third-party data. In addition, the *partner* to keep secret any passwords and/or registration data provided to him by meetreet for registration and to only make them accessible to persons who have been effectively authorized by him to do so. The *partner* must immediately notify meetreet in writing of any changes to their

data (particularly but not exclusively: address, name, telephone number, e-mail, registered office, accounts).

#### (2) Delivery of the content

The *partner* undertakes to provide the information required for the link in a timely manner at the beginning of this contract. The *partner* is aware that delays in participation can lead to delays. The *partner* undertakes to maintain and maintain his Internet shop, ie his own database, on an ongoing basis.

#### (3) Requirements for posted content

The *partner* is obliged to design the non-binding offers and information he has posted in a lawful manner. In particular, but not exclusively, the *partner* must ensure that the content does not violate the religious and cultural interests of other users and/or end customers, that the offers are not slanderous, insulting, insulting, threatening, obscene, pornographic, harmful to young people or otherwise. Wisely show illegal or immoral content. The *partner* guarantees that the content that may be made accessible via links in its own offer also meets these requirements. The *partner* undertakes not to send spam or junk mail. Affiliate *agrees* not to distribute content or technology based on L. Ron Hubbard Technologies. Furthermore, the *partner* general terms and conditions applicable to his business operations in the non-binding offer and in a clearly visible place in accordance with the requirements of the law.

#### (4) Obligation to provide an imprint

the *partner* is obliged to provide its offer with an imprint. This includes in particular, but not exclusively, name/company, authorized representative, address. The *partner* undertakes to meetreet to comply with all obligations arising from the operation of the shop and shall indemnify meetreet against any third-party claims in the event of a violation of one or more of the obligations.

#### (5) Contractual partner

The *partner* becomes the exclusive contractual partner of its customers ("users"). meetreet is merely an intermediary. Any rights and obligations arising from the contractual relationship between the *partner* and its customers exist exclusively between these parties. The *partner* must release meetreet from claims of the user's customer.

#### (6) Collection

The *partner* undertakes to collect and collect claims against customers ("users") in court itself. meetreet is not liable for the business connections created via its website and any resulting claims.

## 5. User services

The *user* undertakes to provide the following services:

1. Maximum request for up to 3 locations within 24 hours via meetreet.com
2. Filtering, viewing and researching locations

It is *user* not possible or permitted

1. use the platform improperly by providing information accessed that are not readily publicly viewable, for example to contact locations independently to
2. conclude a contract for an event or a booking with meetreet.com. Bookings and event contracts can only be concluded directly with the locations.

## 6. Workflow

If there are any changes to the domain, the logo or address data, the parties will inform each other immediately. meetreet names Nico Serapins, Saskia Klinder and Paul Stelzer as contact persons authorized to make decisions within the framework of the implementation of this contract.

Declarations made by other persons have no legal effect.

## 7. Remuneration

### (1) Costs of use

The use of meetreet is free of charge for *users*.

### (2) Commission and invoicing

Depending on the contract between the *partner* and meetreet, the *partner* pays for each transaction generated via the URL meetreets, a commission on the net price of the rental fee or a listing fee. The amount of the commission or the fee depends on the respective agreement with the location provider.

Invoicing takes place after the booking has been made with a payment term of 14 days or in case of a fee yearly.

In addition to the aforementioned remuneration, meetreet is entitled to payment of the applicable statutory sales tax.

### (3) Default

The *partner* is in default without further reminder if the payments are not credited to the meetreets account by the agreed dates. The legal consequences of default apply. With regard to all claims for payment, the *partner*'s right of retention or set-off is excluded unless the *partner* are undisputed or have been legally established.

These regulations are defined more precisely in the cooperation agreement between meetreet and the *partner*.

## 8. Exclusivity

There is no claim to exclusivity. Users are not tied to meetreet for booking. *Partners* may also work with other platforms without restrictions and meetreet may accept additional partners without regard *partners* other to .

## 9. Confidentiality and customer protection

### (1) Confidentiality

The parties mutually undertake to maintain absolute secrecy towards third parties about all business transactions that come to their knowledge in the context of the cooperation, in particular about business and trade secrets. The confidentiality obligation continues even after the termination of the contract.

### (2) Business

documents All mutually exchanged business documents are to be kept carefully in the company's own business premises and protected against unauthorized inspection.

### (3) Poaching

The parties undertake to refrain from poaching employees of the other party.

## 10. Liability

(1)

Exclusion of liability meetreet is only liable – for whatever legal reason – only if the damage

- a) by a culpable breach of one of the cardinal obligations or essential secondary obligations in a way that endangers the achievement of the purpose of the contract or is
- b) due to meetreet's gross negligence or intent is due.

(2) Limitation of liability

If meetreet is liable according to § 10 No. 1 lit circumstances known at the time typically had to reckon with. This applies equally to damage caused by gross negligence or intent by employees of meetreet's agents who are not members of its managing directors or executives. Liability for consequential damages, in particular for lost profits or compensation for third-party damages, is excluded unless meetreet is guilty of intent or gross negligence.

(3) No exclusion

Claims for damages under the Product Liability Act and for damage resulting from injury to life, limb or health remain unaffected by the above limitations of liability.

(4) Liability for products and services of the *partner*

meetreet *partner* only has an intermediary role towards the customer ("user") and therefore assumes no guarantee for the *partner*.

meetreet is not liable for the content posted by the *partner*. Possible violations of competition law, copyright law, trademark law, data protection law or other legal measures are the responsibility of the *partner*.

*meetreet* is also not liable for the *availability* or *implementation* of the requested services by the *user* at the *partner*.

*meetreet* is not liable for any damage resulting from the contract between the *end customer* and *partner*.

The *platform* is not liable for payment defaults, cancellation or special requests on the part of the *user*.

*meetreet* is not liable for the displayed price, which is only a guide.

(5)

Loss of data *meetreet* is liable for the loss of data and programs and their restoration within the scope shown in § 10 and only to the extent that this loss could not have been avoided by taking appropriate precautionary measures, in particular the daily creation of backup copies of all data and programs.

(6) Operation and availability

*meetreet* guarantees the operation and availability of the portal of 98.5%. Operation and availability are calculated on a monthly basis. *meetreet* accepts no liability for availability beyond this. Announced maintenance time is not included in the calculation of the quota.

(7) Third parties

The above limitations of liability also apply in favor of any legal representatives and vicarious agents of *meetreet*.

(8) Intervention

All liability claims are void if the *partner* intervenes in the sphere of *meetreet*s, modifies it in any way whatsoever, regardless of the extent to which such modifications take place or have taken place.

(9) Liability for the shop content



meetreet is not liable for the content posted by the *partner*, which must at least meet the requirements of Section 2 (3). meetreet is not liable for the claims contained in the content about products and/or services of the *partner*. Possible violations of competition law, copyright law, trademark law, data protection law or other legal measures are the responsibility of the *partner*. meetreet will point out this regulation to the end customer in the portal through general terms and conditions and disclaimers of liability.

(10)

The *partner* shall indemnify meetreet against any third-party claims. With regard to the costs of defense, the indemnification is limited to the legal fees for attorneys and courts. Any comparison between meetreet and the claimant is subject to the *partner*. The *partner* will inform the claimant of this.

(11) Knowledge of meetreet.

If meetreet becomes aware of illegal content on a *partner*, it is entitled to immediately stop the link to the offending pages.

## 11. Data backup

meetreet does not backup the *partner* content *partner* e-mails receivedThe *partner* is responsible for any data backup.

## 12. Data protection

(1) Storage by meetreet

meetreet stores and processes the *partner* in compliance with the applicable legal provisions exclusively for the purpose of fulfilling this contract. The data received from the *partner* (such as salutation, name, address, date of birth, e-mail address, telephone number) is collected exclusively from the *partner*, processed on the meetreet server and used to the extent that this is necessary for the justification, execution, change or termination of this contract is required.

meetreet is entitled to transmit the data to third parties commissioned by it, insofar as this is necessary so that meetreet can fulfill its obligations under this contract. The *partner* can revoke the consent given here at any time with effect for the future.

## (2) Storage by the partner

The *partner* undertakes to observe the statutory data protection regulations when participating in the portal.

All data protection issues are explained in detail in the separate data protection declaration. This is available at [meetreet.com/magazin/privacy-policy](https://meetreet.com/magazin/privacy-policy).

## 13. Term and termination

### (1) Contract term

The agreement begins with the conclusion of the contract and initially runs for two years. The contract is tacitly extended for another year unless one of the contracting parties terminates the contract with a notice period of 3 months before the end of the contract period or an extension year.

### (2) Extraordinary termination

The right to termination without notice for important reasons remains unaffected.

### (3)

, in particular, but not exclusively:

- infringing content, the *partner*
- 's default of *partner* more than an average of two monthly payments,
- the change of the URL by meetreet without notice.

### (4) Form

Notice of termination must be given in writing.

## 14. Changes to the General Terms

The platform reserves the right to change or supplement these General Terms and Conditions at any time without giving reasons. Users will be informed of changes to these GTC by email 2 weeks before they come into effect. If the user does not object to the change within two weeks, the changed terms and conditions are considered approved.

## 15. Legal succession

meetreet is entitled to transfer the rights and obligations arising from this contract to a third party. He will notify the *partner* in writing. In the event of a transfer by meetreet, the *partner* an extraordinary right of termination. The termination must be *partner* received by meetreet in writing. It becomes effective at the time of transfer.

## 16. Final Provisions

### (1) General Terms

of Business of the *partner* shall not apply, even if their inclusion has not been expressly objected to.

### (2) Written form

Changes, additions and terminations of this contract must be in writing. A cancellation of this contract or a change to this written form clause must also be in writing. Additional agreements were not made.

### (3) Choice of law

The law of the Federal Republic of Germany applies, excluding international private law and the UN sales law.

### (4) Place of performance

The place of performance is meetreet's registered office if the *partner* is an entrepreneur.

### (5) Place of jurisdiction

The place of jurisdiction is meetreet's registered office if the *partner* is an entrepreneur.

(6) Severability Clause. Should a provision of this contract be or become invalid, this does not affect the validity of the rest of the contract. Instead of the ineffective provision, a provision shall apply that comes as close as possible to what the parties wanted, taking into account economic aspects. The same applies in the event that any supplements to the agreement become necessary. § 139 BGB does not apply.

These General Terms and Conditions are deemed to have been read and accepted even without a signature.