

Terms of use

for the SaaS application hotelkit and the associated app for mobile devices

1. Use of the platform

This SaaS application as well as all products and additional functions and access via the app (hereinafter referred to as the "Platform") are operated and offered by hotelkit GmbH.¹ Within the scope of the Platform, hotelkit GmbH provides various information and related services in compliance with this Acceptable Use Policy. This usage policy applies to all customers, as well as employees, representatives, independent contractors, etc. of the customer who are authorized and activated for use by the customer (hereinafter referred to as the "user"), regardless of where they access the platform.

Should the user violate this usage policy when using the platform, hotelkit GmbH reserves the right to block and/or terminate the account(s) of this user with immediate effect. In accordance with the [General Terms and Conditions of hotelkit GmbH](#), hotelkit GmbH is also entitled to block or terminate the accounts of users if hotelkit GmbH discovers behavior, content or other factors that violate this Acceptable Use Policy and/or the General Terms and Conditions of hotelkit GmbH.

1.1. Prohibited content

It is expressly forbidden to use the platform to disseminate offensive content, to engage in and/or promote illegal, unethical, fraudulent, offensive, abusive, obscene, irresponsible behavior and to harass other users and/or third parties. In particular, it is prohibited (this list is not exhaustive):

- Selling or offering illegal goods and/or services;
- Distributing pornographic and/or explicit sexual content;
- Engaging in campaigns to promote terrorism and/or violent extremism, etc.
- Uploading and distributing content that glorifies violence, is hateful and harasses or harms other users;
- Uploading and distributing content that is harmful to the user;
- Uploading and distributing misleading content;
- Uploading and distributing illegal content.

Unlawful content is any information which, as such or by its reference to an activity, including the sale of products or the provision of services, does not comply with Union law (= EU law) or the law of a Member State of the EU, irrespective of the precise subject matter or nature of the legislation concerned.

1.2. Prohibited actions

hotelkit GmbH and the platform enjoy a very good, positive reputation. Accordingly, hotelkit GmbH encourages the user to make a corresponding contribution in order to maintain this good reputation. The user is therefore prohibited from the following in particular when using the platform (this list is not exhaustive):

- Sending spam in any form;
- Providing misleading or false names, addresses, email addresses or other inaccurate information;
- Sharing or disclosing passwords with third parties;

¹ With the exception of those additional functions for which hotelkit GmbH merely offers or establishes compatibility with an interface offered by a third party.

- Deciphering, decompiling, reverse engineering, publishing, renting, leasing, selling, exporting, importing, distributing, lending or otherwise transferring to third parties the software provided by hotelkit GmbH to Users via the platform or in connection with using the Products;
- Using the software provided by hotelkit GmbH to Users via the platform or in the course of using the platform to develop or manufacture a competing product;
- Importing, integrating or otherwise uploading any of the following information into an account, group or email to any of the hotelkit servers: social security numbers, passwords, security credentials, or unlawfully processed personal and sensitive data;
- Sharing content created on the platform via another service;
To store images, content or other files on the hotelkit servers or to store data that is not related to the employment relationship with the customer.

1.3. The following provisions also apply to the use of Google Translate:

Under says are the following actions for the translation feature (hereinafter: "the Service"):

(a) Copying, modifying or creating a derivative work of the Service; (b) Reverse engineering, decompiling, translating, disassembling or otherwise extracting any or all of the source code of the Service (except to the extent such restriction is expressly prohibited by applicable law); (c) Selling, reselling, sublicensing, transferring or distributing any or all of the Service; or (d) accessing or using the Services (i) for high-risk activities, (ii) in violation of the Fair Use Policy (AUP), (iii) with the intent to evade fees (including creating multiple customer applications, accounts or projects to simulate or act as a single customer application, account or project) or to evade service-specific usage restrictions or quotas; (iv) to conduct cryptocurrency mining without Google's prior written authorization; (v) for the operation or provision of telecommunications services of any kind or in connection with a customer application for making or receiving calls over a public switched telephone network by users, unless otherwise specified in Google's service-specific Terms of Service; (vi) for materials or activities covered by the U.S. Department of State's International Traffic in Arms Regulations (ITAR); (vii) in a manner that violates or results in violations of export control laws; or (viii) to transmit, store or process health information subject to U.S. HIPAA regulations, unless a signed HIPAA-BAA is in place.

You must also comply with the terms of [Google's Acceptable Use Policy](#).

1.4. Reporting content

If a user is of the opinion that postings or contributions by other users are unacceptable or illegal or violate this usage policy, they are requested to report this. A report can easily be sent to hotelkit GmbH by clicking on the "Report content" button. hotelkit GmbH and main administrators receive the reports from users.

After submitting a report, users receive a confirmation of receipt. Subsequently, hotelkit GmbH will promptly make a decision regarding the reported information and, in the event of a report of illegal content, will inform the reporting person of this and of the possible legal remedies against this decision.

The hotelkit GmbH examines the contributions with regard to their possible illegality and then decides on the further procedure and any further steps. In the event of illegal content or content that violates this Acceptable Use Policy, the content may be removed by hotelkit GmbH and individual users may be restricted or even have their accounts blocked. hotelkit GmbH will impose the aforementioned restrictions in a proportionate manner and depending on the respective violation.

If hotelkit GmbH imposes a restriction, hotelkit GmbH will provide the users affected by the restriction with a clear and specific justification in accordance with the conditions and requirements of Art 17 of the Digital Services Act (DSA).

1.4.1. Block users

Users can also block other users. Main administrators are also informed about this action. Blocking means that the content of the blocked user will no longer be displayed for the blocking user. If a user is blocked due to illegal content, Hotelkit will carry out the process described under "Reporting posts and users".

1.5. Employee roles and access rights

The platform designed to be used by organizations, companies, corporations, etc. to improve communication within teams, optimize process management and facilitate digital knowledge management. The entire interaction of each User on the platform is determined by their respective employment relationship. Permissions and access capabilities on the platform are managed by the Main Administrator. The Main Administrator, or multiple Main Administrators, is/are determined in the set-up process by the management, etc. Thus, different roles / groups, permissions and access capabilities can be assigned or revoked for each individual User. Additionally, Users have the option to define various settings in the account profile to display or hide information as desired.

2. Use of the app - End User License Agreement (EULA)

hotelkit GmbH grants the user a non-exclusive, worldwide, non-transferable, non-sublicensable license to use the platform (including the app), limited to the term of the main contract with the contractual partner of hotelkit GmbH and to the scope of the usage guidelines. Any editing rights are excluded.

The following applies to users of the app from the Apple App Store:

2.1. Acknowledgement:

The hotelkit GmbH and the user acknowledge that the EULA is concluded only between hotelkit GmbH and the user and not with Apple, and hotelkit GmbH, not Apple, is solely responsible for the app and its content. The EULA does not contain any rules of use for the app that conflict with the Apple Media Services Terms or the General Terms and Conditions for Volume Content as of the effective date.

2.2. scope of the license

The license granted to the user for the App is limited to a non-transferable license to use the App on Apple-branded products that the user owns, purchases or possesses, and such use must be permitted in accordance with the usage rules set forth in the Apple Media Services Terms and Conditions, except that access to and use of the App from other accounts associated with the purchaser through Family Sharing, Volume Purchase or Estate Contacts is permitted.

2.3. maintenance and support

The hotelkit GmbH shall be solely responsible for providing maintenance and support services with respect to the App as specified in the EULA or as required by applicable law. hotelkit GmbH and the user acknowledge that Apple has no obligation to provide any maintenance and support services with respect to the App.

2.4. warranty

The hotelkit GmbH is solely responsible for all product warranties, whether express or implied, unless effectively disclaimed. The user may notify Apple if the app fails to conform to any applicable warranty. To the extent permitted by applicable law, Apple has no other warranty obligation with respect to the App and any other

claims, losses, liabilities, damages, costs or expenses attributable to the failure to conform to any warranty are the sole responsibility of hotelkit GmbH.

2.5. product claims

The hotelkit GmbH and the user acknowledge that hotelkit GmbH, and not Apple, is responsible for addressing any claims by the user or third parties relating to the App or the user's possession and/or use of the App, including but not limited to: (i) product liability claims, (ii) any allegation that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

2.6. Intellectual Property Rights

The hotelkit GmbH and the User acknowledge that in the event that a third party alleges that the App or the User's possession and use of the App infringes that third party's intellectual property rights, hotelkit GmbH, and not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

2.7. Legal Compliance

The User represents and warrants that (i) it is not located in a region that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" region, and (ii) it is not on any U.S. Government list of prohibited or restricted parties.

2.8. third party terms and conditions

The user must comply with the applicable third party terms and conditions when using the app.

2.9. third party beneficiaries

The hotelkit GmbH and the user acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of the EULA and that Apple has the right (and is deemed to have accepted the right) to enforce the EULA as a third party beneficiary against the user upon acceptance of the terms of the EULA by the user.

For users of the app from Google Play

Users who have downloaded the app from Google Play agree to comply with the [Google APIs Terms of Service](#).

Contact us

Users should direct questions, complaints and claims to hotelkit GmbH: hotelkit GmbH, Marie-Andeßner-Platz 1, 5020 Salzburg, Austria.

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