

General Terms and Conditions of hotelkit GmbH

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

Below you will find the General Terms and Conditions ("GTC") including the annexes of hotelkit GmbH (FN 378467 w) with registered office in A-5020 Salzburg, Marie-Andeßner-Platz 1 ("hotelkit GmbH" or "we").

1. SCOPE

1. hotelkit GmbH provides an web-based Software as a Service ("**SaaS**") application "**HOTELKIT**". HOTELKIT is an all-in-one hotel operations platform for hotels and offers different products and solutions in this area.
2. These GTC apply to all contractual relationships and pre-contractual negotiations between you ("customer" or "you") and hotelkit GmbH, unless other GTC of hotelkit GmbH have been agreed in text form. Persons who are authorized and activated by customers as users for HOTELKIT are the "users". The customers and hotelkit GmbH are hereinafter referred to as "contractual partners".
3. When logging in for the first time, the customer or their authorized representative expressly agrees to the GTC for the free test phase and any further use of HOTELKIT for a fee. For the initial log-in and the conclusion of the contract, see also point 3 "CONCLUSION OF CONTRACT, ACCESS TO HOTELKIT".
4. By agreeing to the applicability of these GTC, the Customer also agrees to the applicability of the [Terms of Use \(Annex I\)](#), the [Service Level Agreement \(Annex II\)](#) and the [Data Processing Agreement \(Annex III\)](#). These documents shall be deemed an integral part of these GTC.
5. These GTC also apply to additional functions purchased by the customer (including those functions that are offered as an additional function to the HOTELKIT account). Should further conditions apply to these additional functions, which go beyond these GTC, these conditions will be recorded separately in the respective offer.
6. These GTC of hotelkit GmbH shall apply exclusively: Conflicting terms and conditions of Customers, Users or third parties are only valid if we expressly agree to their validity in writing. If you should not agree with this, please inform us immediately and in writing. In this case, we reserve the right to withdraw our offers without any claims of any kind being asserted against us. We herewith expressly object to any reference to the applicability of your own terms and conditions.
7. If you download our hotelkit app for mobile devices with which HOTELKIT can be accessed ("app") via an app store (Apple Store, Google Play, etc.) or an operating platform ("app provider"), you agree that we, and not the respective app provider, are responsible for the operation, maintenance and support services. In particular, the app provider is under no obligation to provide maintenance and support services. Apple and Google act as commission agents vis-à-vis Austrian users and provide the app in their name but for the account of hotelkit GmbH. However, the respective responsible company and the respective role of Apple and Google depends on the region in which the user of the app is located. For Austrian users, Apple Distribution International Ltd. is responsible for providing the app via the App Store in the case of Apple and Google Commerce Limited in the case of Google. Customers and users can also contact hotelkit GmbH if they have any questions about the responsible company of the respective app store and its role with regard to other regions.

8. The customer undertakes to comply with the [Google APIs Terms of Service](#) of Google LLC and the [Google Controller to Controller Terms](#) of Google Ireland Limited for the use of the app from Google Play by users authorized by him.
9. The hotelkit GmbH may amend the provisions of these GTC at any time without giving reasons, whereby such amendments shall be announced in text form at least 30 days before they come into effect. If the customer does not object to the changes within 30 days of the aforementioned announcement in text form, for example by e-mail, they shall be deemed accepted. In the event of an amendment to these GTC, every customer is entitled to terminate the contractual relationship with immediate effect in accordance with point 11.5.

2. SUBJECT MATTER

1. The hotelkit GmbH has undertaken to provide HOTELKIT to the customer in accordance with the conditions of these GTC and the customer has undertaken to subscribe to and pay for this service. By using HOTELKIT, you declare that you have fully completed the registration of the account and that you agree to the provisions of these GTC and the appendices to these GTC.
2. hotelkit GmbH provides you with the technical capability to utilize the software HOTELKIT as a SaaS (Software-as-a-Service) application during the term of this contract, in the function scope mutually agreed upon and for a fee. For this purpose, hotelkit GmbH sets up the software on a server, which can be accessed by the Customer via the Internet at <https://www.hotelkit.net> as a web application or app. The Customer's data is stored on servers operated by our partner company and managed by hotelkit GmbH. For further information, please refer to <https://hotelkit.net/security-confidentiality/>.
3. Each Customer is provided access to their own platform and the contents of which they can personalize within the scope of the predefined features.
4. The predefined features on each platform, into which the Customer can feed its content, include various sections for collecting, structuring and expanding internal information. hotelkit GmbH reserves the right to expand the features at any time and/or change and adapt their designation or their content orientation, particularly for the technological optimization of HOTELKIT. Upon request, Customers can acquire additional features offered on the platform as paid add-on services.
5. hotelkit GmbH does not acquire any form of ownership, such as copyright and intellectual property rights, over the content provided by the Customer. All rights to the content provided by the Customer remain with the Customer. Further information on how data is protected from third-party access can be found here: <https://hotelkit.net/security-confidentiality/>.
6. Users of HOTELKIT are categorized as the "Main Administrator", one or more "Administrators", one or more "Users" and one or more "External Users".
7. During the set-up process, the Customer determines which User is to take over the function of the Main Administrator. The Main Administrator and the Administrator(s) appoint an unlimited number of other Users as Administrators and revoke their Administrator rights at their discretion. The Main Administrator and the Administrator(s) handle the ongoing administration of the Customer's access to HOTELKIT. The Main Administrator has access to all rights and functions of HOTELKIT and is not subject to any control restrictions by other Users when using HOTELKIT. The Customer may instruct hotelkit GmbH to transfer the role of Main Administrator to another User at any time. Additionally, hotelkit GmbH may provide an employee of hotelkit GmbH as a support staff to the Customer, to assist with swift and targeted support. Such accounts are also subject to the authorizations assigned by the Main Administrator.

8. Users of HOTELKIT can update their own data base, add content to HOTELKIT and openly contact other Users within the scope of their HOTELKIT access. The scope of their respective usage rights is individually determined by the Administrator(s) or the Main Administrator. The Customer may at any time limit or completely withdraw the rights granted to Users, including their access to HOTELKIT or the features contained therein. The access of the Users to HOTELKIT can be suspended or deleted by the Administrator(s) or the Main Administrator at any time.
9. hotelkit GmbH reserves the right to restrict and/or expand both the type and categorization as well as the scope of rights and obligations granted to Users, as part of technical changes/innovations. The hotelkit GmbH develops the software and will enhance it through ongoing updates and upgrades.

3. CONCLUSION OF CONTRACT, ACCESS TO HOTELKIT

1. The customer receives an offer for the use of HOTELKIT from hotelkit GmbH upon request. In addition to the free test phase, the offer contains the conditions for a subsequent paid use of HOTELKIT. The duration of the test phase is specified in the offer. If the customer agrees to this offer in writing (= conclusion of contract), these terms and conditions including the attachments become part of the contract and hotelkit GmbH sets up the system for the customer (and optionally offers training for the customer's employees). These offers are exclusively subject to change.
2. When logging in for the first time, the customer or an authorized representative of the customer (acting on their behalf) expressly agrees to the GTC including the appendices and activates the test phase. The contract with hotelkit GmbH is concluded at this time at the latest, unless a contract has already been concluded in accordance with point 3.1.
3. At the end of the test phase, hotelkit GmbH offers the customer or his authorized representative to decide whether he wants to continue using HOTELKIT for a fee. With the confirmation of the customer or his authorized representative to continue using HOTELKIT for a fee, the existing contract becomes a contract for the fee-based use of HOTELKIT (= conclusion of a contract for the fee-based use of HOTELKIT).
4. hotelkit GmbH does not automatically save these GTC when the contract is concluded. The customer must save the version of the documents valid at the time of the conclusion of the contract on a suitable data carrier, make a printout or archive the contract text in another way.
5. Upon conclusion of the contract, the customer receives the right to use HOTELKIT under the conditions specified in these GTC.
6. Direct or indirect use of HOTELKIT by third parties - with the exception of persons authorized by the customer and activated as users - is not permitted. The persons authorized by the customer and activated as users do not become contractual partners of hotelkit GmbH. The customer is solely responsible for compliance with the obligations set forth in these GTC (in particular the obligation for lawful and proper use set forth in Section 5.6) by the users authorized by the customer.
7. The customer is responsible for the accessibility of the platform via the internet at his own expense. Connection problems of the customer to his internet provider as well as to HOTELKIT are not the responsibility of hotelkit GmbH.
8. In order to be able to reach HOTELKIT, the customer's equipment must be suitable for the "http" and "https" services and accept all parameter data transmitted by the HOTELKIT server. The platform with the

customer-specific URL must be accessible from the customer's facilities. It is the sole responsibility of the customer to make and maintain all these settings at his facilities.

9. The allocation of the first user access to HOTELKIT is carried out by hotelkit GmbH. The customer can create additional users at any time during the contract period.

4. RIGHT OF USE TO HOTELKIT

1. The hotelkit GmbH grants the contractual partner a non-exclusive, worldwide, non-transferable, non-sublicensable license to use HOTELKIT (including the app) limited to the term of the contract with the customer and within the scope of the GTC. Any editing rights are excluded.
2. Usage in this context, according to the SaaS usage model, entails utilizing, accessing, displaying, running, or otherwise interacting with HOTELKIT, such as through interfaces to systems provided by the Customer. The Customer does not have the right to access the source code of HOTELKIT to make a copy and install it on its own computers, to make it. These actions are not permitted due to the SaaS usage model for its intended use. The Customer's non-waivable copyright-related rights remain unaffected. The Customer shall not sublicense, sell, rent, lease, transfer, assign, distribute, disclose, or otherwise commercially exploit HOTELKIT in any way that is inconsistent with the intended use as specified in section 4.1, nor shall they make it available to third parties (except authorized Users).

5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

1. All rights to materials, content and data, as well as information stored by the Customer on the platform or transmitted to hotelkit GmbH, or otherwise received by hotelkit GmbH on the Customer's instruction or accessed with the Customer's permission, remain with the Customer. The Customer grants hotelkit GmbH a right to use the transferred content (including all information contained therein), as far as this is necessary for the provision of HOTELKIT and/or as otherwise covered by these GTC.
2. The Customer warrants that
 - they possess, hold, or have otherwise obtained all necessary rights, clearances, and permissions to transfer all content to HOTELKIT and grant us the rights provided in these GTC; and
 - the content generated by Customer and its transmission and use does not violate any applicable law, third party intellectual property, privacy, publicity or other rights or any third party policies or terms applicable to the content.
3. The Customer shall support hotelkit GmbH in the provision of the contractual services to a reasonable extent at all times and to the best of its ability
4. The Customer agrees to provide their contact and billing data accurately and truthfully.
5. The Customer shall keep the User accounts used by them or the Users as well as their identification and authentication features secret, protect them from unauthorized third parties and not share them with unauthorized users. The Customer shall be liable for misuse or unauthorized use of the identification and authentication features if such misuse or unauthorized use is attributable to them. Additionally, upon becoming aware of abusive or unauthorized use, the Customer shall promptly inform hotelkit GmbH. The Customer is solely responsible for compliance with these security regulations by the persons authorized by

him for use and activated as Users. In particular, he has to instruct the users to create a secure password for the use of HOTELKIT, to change it regularly, especially directly after the first login and to treat the password confidentially.

6. The Customer commits to using HOTELKIT lawfully and appropriately and shall take appropriate measures to ensure that the persons authorized by them to use HOTELKIT also comply with this obligation.
7. The Customer undertakes to protect the software from unauthorized access by third parties. In doing so, the Customer shall exercise at least the same care they use to protect their own affairs and is liable to hotelkit GmbH for any damage caused by the Customer or their Users.
8. HOTELKIT may not be made available to unauthorized third parties, unless this has been expressly agreed by the contracting parties in text form.
9. The removal of references and indications to copyrights, trademark rights, patent rights and other intellectual property rights of HOTELKIT or third parties is prohibited.
10. The customer is obliged to notify hotelkit GmbH immediately of any malfunctions (defects) or damage and to take all measures that make it possible to determine the defects or damage and their causes or that facilitate or accelerate the elimination of the malfunction. A fault report can be made as described in the [Service Level Agreement \(Annex II\)](#).
11. Before transmitting data and content, the Customer will check for viruses or malicious software. Transmitting infected data may lead to necessary maintenance work and, as a result, a limitation in availability and accessibility.
12. The customer must observe all applicable laws when using HOTELKIT. The customer is prohibited from transferring content or data that violates legal regulations or the rights of third parties. In the event of a violation, the customer is responsible for the content or data transmitted by him and must indemnify and hold hotelkit GmbH harmless from any liability and any costs, including possible and actual costs of legal proceedings. There is a reporting procedure for illegal and other content that contradicts the [Terms of Use \(Annex I\)](#). The customer will be informed of each report. In accordance with the Digital Services Act (DSA), hotelkit GmbH may remove unlawful content (see the definition in the Acceptable Use Policy for details) immediately after becoming aware of it, without prior warning or notice to the customer.
13. The Customer agrees not to carry out attacks on the functionality of HOTELKIT or facilitate or promote such actions (e.g., spamming, hacking attempts, brute force attacks, spyware, virus attacks, computer worms, etc.).
14. The Customer must ensure, through suitable measures, that individuals authorized by them for usage comply with all obligations regarding the use and operation of HOTELKIT outlined in these GTC. In case of violations, hotelkit GmbH reserves the right – without prejudice to section 9.5 – to warn the violating User through the Customer at its own discretion and/or temporarily or completely block the User's access to HOTELKIT or exclude the User entirely from using HOTELKIT.
15. If the Customer has ideas for improving/enhancing HOTELKIT related to layout, technical features, or other aspects, and if hotelkit GmbH implements the Customer's improvement/enhancement suggestions in HOTELKIT, the Customer waives any potential intellectual property rights related to the improvement/enhancement suggestions and will not seek compensation for them.

6. RIGHTS AND OBLIGATIONS OF HOTELKIT GMBH

1. HOTELKIT is constantly evolving. Therefore, hotelkit GmbH reserves the right to transfer the contractual software to new versions and implement them without prior consent or notice.
2. hotelkit GmbH provides certain standard support services to the Customer during business hours. The provisions for these standard support services are regulated in the [Service Level Agreement \(Annex II\)](#), which is an integral part of these GTC.
3. hotelkit GmbH commits to implementing sufficient security measures to prevent the unlawful use of HOTELKIT content or unauthorized access by third parties. If hotelkit GmbH becomes aware that HOTELKIT content has been systematically and significantly used unlawfully, it must promptly inform the Customer.
4. Ownership and intellectual property rights to products, including but not limited to software, images, photographs, animations, videos, audio, music, text, and applets contained within the product, printed collateral materials, and any copy of the product, belong to the hotelkit GmbH and/or their suppliers. Ownership rights and intellectual property related to the content accessed through HOTELKIT belong to the respective rights holders.
5. In the event of a security incident related to our systems or databases containing personal data of the Customer or their Users, we will inform the Customer if we are legally obligated to do so and are aware of the incident. In such a case, we will also provide the Customer with information about the incident so that they can assess its implications, unless legal obligations prevent us from doing so.

7. CUSTOMER DATA BACK-UP

1. hotelkit GmbH performs backups of the data uploaded by the Customer in HOTELKIT at regular intervals (multiple times daily). Further information on data backup measures by hotelkit GmbH can be accessed here: <https://hotelkit.net/security-confidentiality/>. hotelkit GmbH is committed to following protective procedures for Customer and authorized user data. In the event of loss or damage to customer data, hotelkit GmbH undertakes economically reasonable efforts to restore the lost or damaged customer data from the latest backup of such customer data.

8. DATA PROTECTION

1. hotelkit GmbH processes personal data as a processor within the meaning of the EU General Data Protection Regulation ("GDPR") on behalf of the Customer and in accordance with the legal conditions (GDPR, Austrian Data Protection Act) and the provisions of the [Data Processing Agreement \(Annex III\)](#).
2. The hotelkit GmbH guarantees the data protection security of the data entered in HOTELKIT in accordance with the GDPR. The hotelkit GmbH undertakes to take appropriate technical and organizational measures to protect the customer's data, which meet the data protection requirements to ensure the security of data processing in accordance with Art. 32 GDPR.
3. For the purpose of contract execution and fulfillment, the Customer grants hotelkit GmbH the right to duplicate the data and content transmitted by the Customer, as far as necessary for providing the services owed. For optimizing the software covered by the contract, hotelkit GmbH is authorized to make changes to the structure of the data, content, or data format. This also includes the anonymized use and statistical analysis of HOTELKIT content for the purpose of improving the platform and for security purposes.

4. Prior to commencing their duties related to the operation of HOTELKIT, hotelkit GmbH has obligated all individuals involved to maintain data confidentiality and secrecy regarding the Customer's business and trade secrets. The obligation of confidentiality and the duty to maintain data confidentiality remain valid even after the activity ends and the respective employee exits hotelkit GmbH.
5. The hotelkit GmbH is entitled to commission third parties with the processing of data within the framework of HOTELKIT; these are not contractual partners of the customer. This does not apply in cases where HOTELKIT only offers or establishes compatibility with an interface offered by a third party. In this case, the third party is commissioned directly by the customer and there is no contractual relationship between HOTELKIT and the third party (see also points 9.7. and 9.8.). Information on the third parties commissioned by hotelkit GmbH, as well as on the standards regarding security, availability and confidentiality that hotelkit GmbH requires from these third parties, can be found here: <https://hotelkit.net/de/sicherheit-vertraulichkeit/>. Any changes to the group of persons commissioned by hotelkit GmbH will be announced in text form at least 30 days before they come into effect. If the customer does not object to the changes in text form within 30 days of receipt of the aforementioned announcement, they shall be deemed accepted. In the event of a change in the group of third parties commissioned by hotelkit GmbH, each customer is entitled to terminate the contractual relationship with immediate effect in accordance with point 11.5.
6. In the event that the customer is located in a third country within the meaning of Chapter V of the GDPR, standard contractual clauses within the meaning of Art 46 para 2 lit c GDPR are concluded. These standard contractual clauses are attached to the [Data Processing Agreement \(Annex III\)](#) in [Annex IV](#) and are an integral part of these GTC.

9. LIABILITY

1. Access delays or hindrances due to force majeure or events significantly impeding or rendering impossible access to HOTELKIT, including but not limited to strikes, lockouts, governmental orders, failure of communication networks and gateways of other operators, disruptions in the services of telecommunications companies, etc. - even if they occur with their cooperation partners or subcontractors - are not attributed to hotelkit GmbH under any circumstances. They entitle hotelkit GmbH to postpone access by the duration of the hindrance, plus a reasonable start-up period.
2. Hotelkit GmbH is only liable for gross negligence or intent. Liability for slight or simple gross negligence is excluded. This does not apply to personal injury. Liability is limited to the amount of the basic and usage fee owed by this customer to hotelkit GmbH within the last 3 months prior to the event giving rise to liability in accordance with point 10, up to a maximum of EUR 1,000.00. The reversal of the burden of proof according to § 1298 ABGB is excluded.
3. hotelkit GmbH assumes no liability for indirect damages and consequential damages, especially not for loss of profit and claims of third parties. The hotelkit GmbH assumes no liability for any damage to the hardware and software used by the customer and their users for the use of HOTELKIT. Furthermore, hotelkit GmbH assumes no liability for errors that are due to improper operation, changed operating system components, interfaces and parameters, use of unsuitable organizational resources and data carriers, etc. of the customer.
4. In the event of data loss or data destruction, hotelkit GmbH is liable only if it has caused the destruction intentionally or through gross negligence. The liability of hotelkit GmbH is limited in amount to the damage that would have occurred even in the case of proper data backup by the Customer. Any further liability of

hotelkit GmbH for data losses, data destructions, or disclosure of Customer data caused by third parties (except for vicarious agents) is excluded.

5. hotelkit GmbH does not check content posted by the customer or by users authorized by the customer to use HOTELKIT for legal conformity or content accuracy without cause. For the reporting procedure see point 5.12.
6. The Customer is liable for all violations of the obligations of these GTC related to the use and operation of HOTELKIT committed by Users authorized by the Customer, and any resulting damages. If actions of their Users cause damages to third parties, the Customer holds hotelkit GmbH harmless.
7. The use of an interface provided by a third-party provider ("third-party integrations") as well as the rights and obligations in the relationship between the customer and the third-party provider have no legal effect on hotelkit GmbH. In particular, hotelkit GmbH assumes no responsibility for data protection, security or the integrity of third-party integrations and assumes no liability for damages resulting from the use of third-party integrations.
8. hotelkit GmbH assumes no liability for direct or indirect damages resulting from the use of the API interface between HOTELKIT and the customer mentioned in point 9.7. or the use of the data and information processed within its framework. The hotelkit GmbH is neither responsible for the content provided by the customer or third parties nor for their actions or the actions of third parties in connection with the interface. Accordingly, hotelkit GmbH is also not liable for the timeliness, accuracy and completeness of the data and information processed in the interface.

10. FEES AND BILLING

1. The amount of the fee depends on the respective offer. All prices are exclusive of VAT. These fees may be changed by hotelkit GmbH, whereby such changes will be announced at least 30 days before they come into effect by sending the change to the customer by email. In the event of a change to the fees, every customer is entitled to terminate the contractual relationship with immediate effect in accordance with point 11.5.
2. the fee for HOTELKIT consists of (i) a one-off investment for the set-up ("set-up fee") and (ii) monthly investments ("monthly usage fees") and are broken down in detail in the offer. The fee for any additional functions is also itemized in the offer.
3. After the trial period, the one-time investment according to the offer is due if the customer decides to continue using HOTELKIT and confirms the continued use subject to a fee. The ongoing fees (monthly usage fees) are billed in advance for the billing interval selected in the offer ("advance billing") and begins with the acceptance of the offer, but in any case not before the end of the test phase specified in the offer.
4. For the monthly usage fees, which are based on the corresponding basic fees and costs for the maximum number of activated users and/or rooms of the customer in a month, calculated from the day of the conclusion of the contract for the fee-based use of HOTELKIT (see point 3 in detail) (the "contract month"), the subsequent charges or credits resulting from changes in the number of users and/or rooms are taken into account in the next following advance invoice. In the case of user and/or room-dependent fees, the maximum number of activated users and/or rooms in the previous contract month shall be decisive for the calculation of the advance invoice. The hotelkit GmbH may offset any credit notes from the customer resulting from subsequent billing against its existing or subsequent claims against the customer arising from the contractual relationship.

5. Payments can be made using the agreed methods. In particular, payment by direct debit is available to the customer. In this case, we use the SEPA direct debit procedure.
6. Invoices, new fee information, reminders, etc., will be sent to the electronic address provided by the Customer. Invoices are to be paid promptly and without deductions upon receipt. The payment deadline is 5 working days from the invoice date.
7. In the event of exceeding the payment deadline, after a reminder by email to the Customer's email address specified in their order, hotelkit GmbH is entitled to charge the Customer default interest of 12% p.a. Furthermore, hotelkit GmbH reserves the right to charge reminder fees of EUR 10.00 plus value-added tax per reminder. The right of hotelkit GmbH to claim compensation for any further damages remains unaffected.
8. In the event of non-timely payment of an invoice amount, access to HOTELKIT may be blocked after ten working days following an unsuccessful reminder, without terminating the contractual relationship, unless hotelkit GmbH has expressly declared a termination.

11. CONTRACT TERM, TERMINATION

1. This contract is concluded as a continuing obligation for an indefinite period. As a rule, there is a minimum contract term of one (1) year from acceptance of the offer ("contract year"). The contract year is based on the date of acceptance of the offer and runs for 12 months from this date. The Contract Year shall not commence before the end of the trial period specified in the Offer. In the event of a shorter billing interval, a correspondingly shorter minimum contract term applies from the date of acceptance of the offer, but not before the end of the trial period.
2. The customer may terminate this contract in writing or in text form by registered letter to hotelkit GmbH (Marie-Andeßner-Platz 1, 5020 Salzburg) or by e-mail to info@hotelkit.net, without stating reasons, subject to a notice period of 10 working days to the end of the current contract year or a shorter billing interval agreed in the offer.
3. hotelkit GmbH can terminate this contract in writing or in text form (in particular by registered letter or e-mail), in each case to the address or e-mail address provided by the customer in his order, subject to a notice period of three months to the end of a calendar month. The participation in HOTELKIT ends with the effectiveness of the termination or with the discontinuation of HOTELKIT.
4. hotelkit GmbH is entitled to terminate the contractual relationship with immediate effect by registered letter or e-mail, in each case to the address or e-mail address provided by the customer in his order, in the event of any misuse by the customer or the persons authorized by him as users. Misuse shall be deemed to have occurred in particular if the customer or the persons authorized by the customer as users violate the obligation of proper and lawful use (point 5.6) or if the customer fails to meet his payment obligation despite a reminder.
5. In the event of a change to these GTC in accordance with point 1.8, a change to the group of persons commissioned by hotelkit GmbH in accordance with point 8.5 or a change to the fee in accordance with point 10.1, the customer is entitled to terminate the contractual relationship with immediate effect in writing or text form by registered letter to hotelkit GmbH (Marie-Andeßner-Platz 1, 5020 Salzburg) or by email to info@hotelkit.net.
6. At the end of the contract, any credit note issued to the customer from the ongoing fees paid in advance (monthly usage fee) shall be credited to a bank account specified by the customer in text form within a

period of two months. The set-up fee will not be refunded to the customer upon termination of this contract.

7. hotelkit GmbH provides the customer with the customer's HOTELKIT data free of charge as HTML files and uploaded files in the original formats as a compressed file package after termination of the contract, if the customer requests this in text form within 30 days of the end of the contract. It should be noted that the customer can only be provided with data from the product areas "Handovers", "News", "Manual articles" and "Ideas". If no request is made by the customer, the data will be deleted or otherwise disposed of in accordance with the order.

12. CONFIDENTIALITY OBLIGATION

1. The Contracting Parties undertake to treating operational and business secrets as strictly confidential. They commit to keeping all data entrusted to them confidential and to using it exclusively within the scope of this contract. The obligation of confidentiality remains in effect even after the termination of this contract.

13. FINAL PROVISIONS

1. These GTC replace all previous agreements between the Customer and hotelkit GmbH regarding the use of HOTELKIT by the Customer, unless expressly stated otherwise.
2. The Customer is not entitled to set off counterclaims against hotelkit GmbH's claims or withhold payments by invoking defects.
3. The Customer will promptly notify hotelkit GmbH of any changes in address or other essential information. If the Customer fails to do so, statements from hotelkit GmbH shall be deemed delivered even if they were sent to the last valid means of communication.
4. The Customer accepts that hotelkit GmbH may send legally significant statements to the Customer via email or other electronic media (this also applies to invoices, which may be electronically signed to comply with the provisions of the Value Added Tax Act). Statements are considered received as soon as the Customer can access or take notice of them under normal circumstances.
5. Any ancillary agreements, amendments (including amendments in accordance with point 1.8) or additions to the contract and the annexes must be made in text form to be effective; this also applies to the cancellation of the same.
6. The nullity or ineffectiveness of individual provisions of this contract does not affect the validity of the remaining contract provisions. If parts of this contract or individual provisions are ineffective or void, this does not result in the complete elimination of that provision or the elimination of the remaining provisions. Instead, those provisions shall be deemed agreed upon which are legally permissible and closest to the purpose of the respective provision as well as the economic intent of the parties.
7. Austrian law applies exclusively to the relationship between the Customer and hotelkit GmbH, excluding the rules of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

8. Exclusive place of performance for all services provided by hotelkit GmbH is the registered office of hotelkit GmbH. For all disputes arising out of or in connection with the contractual relationship with hotelkit GmbH on the basis of these GTC, including disputes about the existence or non-existence of a contract between the Customer and hotelkit GmbH, its breach, termination, or nullity, the jurisdiction of the competent court in A-5020 Salzburg is agreed upon.
9. The Customer agrees that hotelkit GmbH includes them in a Customer directory, which is used for reference and acquisition purposes. If the Customer does not agree, they can object to their inclusion at any time.