



Terms & Conditions

by LVM Lebensversicherungs AG, represented by InTown Hospitality GmbH

1. Scope of application
 - 1.1 These general terms & conditions apply to the entire present and future business relationship between the customer (hereinafter "Tenant") and LVM Lebensversicherungs AG, represented by InTown Hospitality GmbH, including accommodation/rental contracts and all services rendered in connection with the implementation of such contracts.
 - 1.2 The tenant's general terms & conditions do not apply and are expressly disavowed.
2. Closing
 - 2.1 LVM Lebensversicherungs AG, represented by InTown Hospitality GmbH, offers are subject to change and non-binding in nature until the closing.
 - 2.2 The closing occurs when the studio, apartment or penthouse (hereinafter collectively referred to as "apartment") is (i) booked by way of LVM Lebensversicherungs AG confirmation of the Tenant's booking or, in the event that a booking cannot be confirmed for lack of time, (ii) when the apartment is provided. The closing obliges the contractual partners to render performance under the contract. In the event that the Tenant submitting the booking is not also the user, the Tenant and the user are jointly and severally liable to LVM Lebensversicherungs AG for the performance of the obligations under the booking.
 - 2.3 LVM Lebensversicherungs AG 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 tenant is a business, the effective terms of a booking are those set forth in the LVM Lebensversicherungs AG's written confirmation thereof unless the tenant promptly objects in writing. This is especially true for bookings and arrangements made orally or by telephone. Notices given to LVM Lebensversicherungs AG are considered prompt if they are received within seven days.
 - 2.5 For group bookings (five or more persons), the event organizer must furnish LVM Lebensversicherungs AG with a list of participants no later than three days prior to arrival.
3. Provision and departure
 - 3.1 Booked apartments are made available to the tenant starting at 3 p.m. on the date of arrival. Unless a later time of arrival was specifically agreed, LVM Lebensversicherungs AG reserves the right to reassign booked apartments after 6 p.m.

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- 3.2 LVM Lebensversicherungs AG is not obligated to provide a specific apartment or space. In the event that specific apartments were promised in the booking confirmation but are not available, LVM Lebensversicherungs AG is within its rights to offer an equivalent substitute in the building; the tenant holds no other claims in this regard.
 - 3.3 Apartments must not be sublet or re-let, and occupancy by more than the number of persons specified in the booking is subject to LVM Lebensversicherungs AG's prior written consent. The tenant is responsible to maintain a quiet and peaceful atmosphere in the apartment as well as in all public areas at all times; especially so between 1pm-3pm as well as between 10pm and 7am. Radios, TVs, CD Players etc. are to be set to moderate volume.
Parties are strictly forbidden.
 - 3.4 The tenant 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.
 - 3.5 If, upon departure of the Tenant/return of the leased property, there should be any damage being detected that was caused by culpable action of the Tenant, LVM Lebensversicherungs AG shall be entitled to debit Tenant's credit card with a retention to the amount of the costs of repair to be expected as security. After completion of the repair work, LVM Lebensversicherungs AG will immediately settle accounts with the Tenant with regard to the repair costs actually incurred.
 - 3.6 LVM Lebensversicherungs AG is entitled to request a guarantee deposit in form of a credit card guarantee, a prepayment or similar. The amount and the payment day can be agreed in writing within the booking confirmation.
 - 3.7 The tenant must depart on or before 11 a.m. on the date of departure; at this time, the apartments must be vacant. For the apartment's use from 11 a.m. until 2 p.m. on the date of departure, LVM Lebensversicherungs AG will charge its day rate (lodging/list price); for its use beyond 2 p.m., the full overnight charge applies. The tenant undertakes to pay such additional charges.
 - 3.8 Photo- as well as Film recordings for commercial purposes are strictly forbidden.
 - 3.9 During the term of the Agreement, Tenant shall maintain a private third party liability insurance.
4. Cancellation
- 4.1 Reservations are binding upon the contractual partners. Cancellations of reserved apartments and/or services are subject to the terms below. The tenant's payment

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obligation under the accommodation contract is not adjusted by the LVM Lebensversicherungs AG's actual expenditures saved but subject to these terms & conditions. Reference is made to item 2.3 of these terms & conditions. Reserved Apartments and/or services cannot be cancelled in part.

4.2 After expiry of the cancellation period, which is mentioned in the underlying booking confirmation, reservations cannot be cancelled free of charge anymore. After expiry of the cancellation period, 50 % of the total amount will be charged. If there is no cancellation period advised in the booking confirmation, then automatically a cancellation period of 7 days is in effect. Before expiry of the cancellation period, reservations can be cancelled free of charge.

4.3 LVM Lebensversicherungs AG will try to reassign apartments that are not claimed. In the event that LVM Lebensversicherungs AG succeeds in reassigning apartments for the agreed service period, the payment obligation according to point 4.2 is adjusted by the amount by which the sum of the outstanding payment obligation exceeds the proceeds from the apartment's reassignment. For example, if the outstanding payment obligation amounts to EUR 1,000.00, and LVM Lebensversicherungs AG generates proceeds of EUR 800.00 by reassigning the apartment, the tenant only owes EUR 200.00. Reductions are granted up to, but not beyond, the full amount of the original payment obligation.

5. Prices / payments / set-off / assignment

5.1 At the time of booking, LVM Lebensversicherungs AG may demand that the tenant make an advance payment or a security deposit.

5.2 LVM Lebensversicherungs AG invoices are due and payable in full upon receipt after latest 7 days, but in any case before the start of the tenancy.

5.3 The tenant 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 tenant's rights or claims against LVM Lebensversicherungs AG is subject to LVM Lebensversicherungs AG's written consent.

5.6 Only tenants using LVM Lebensversicherungs AG's apartments/services for business purposes (business customers within Germany) have the option – upon a successful credit check – to enter into a credit agreement with LVM Lebensversicherungs AG. 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 10 are added. After seven more days, a third written reminder is issued, and additional default interest and a reminder fee of EUR 20.00 are added, along with the

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note that, unless paid in full, the claim will be assigned to a collection agency. LVM Lebensversicherungs AG expressly reserves the right, to use the residing tenant's security deposit to pay down the claim.

6. Termination

6.1 LVM Lebensversicherungs AG 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 LVM Lebensversicherungs AG and other circumstances beyond LVM Lebensversicherungs AG's control, contractual performance is made impossible;
- events are booked on the basis of misleading or false essential information – for instance, by misidentifying the tenant, the Organizer or the occasion;
- LVM Lebensversicherungs AG has good reason to believe that the accommodation/event might jeopardize the smooth operation, safety or public reputation of LVM Lebensversicherungs AG outside of its sphere of control or organization; or
- the space provided is sublet or re-let.

6.2 LVM Lebensversicherungs AG will promptly notify the tenant 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 LVM Lebensversicherungs AG's claims for damages and indemnification are not affected.

7. Liability

7.1 LVM Lebensversicherungs AG bears no liability for damaged or lost/stolen items or personal belongings which the tenant might have brought into the Serviced Apartment or its common areas.

7.2 Items which the tenant left behind at LVM Lebensversicherungs AG are shipped to the tenant upon his/her request and at his/her risk and expense. LVM Lebensversicherungs AG undertakes to store such items for a period of four weeks, 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.

7.3 No custody agreement comes into effect if the tenant is furnished with a parking space in the Serviced Apartment's garage or parking lot, irrespective of whether a fee is charged or not. If vehicles parked or moved on LVM Lebensversicherungs AG's

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property are lost or damaged, LVM Lebensversicherungs AG is not liable and, to such extent, is under no obligation to monitor. LVM Lebensversicherungs AG must be notified promptly of any damages. Item 7.6 applies accordingly. The usage of the parking lot is being regulated by a separate agreement between the guest and LVM Lebensversicherungs AG.

7.4 Irrespective of the provisions in items 7.1 through 7.3, LVM Lebensversicherungs AG bears no liability for damages of any kind (whether contractual or in tort) except for:

- damages LVM Lebensversicherungs AG 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 7.5 and 7.6, damages based on LVM Lebensversicherungs AG's violation of material contractual obligations. Material contractual obligations are all obligations the satisfaction of which is required for proper contractual performance.

7.5 In cases of a negligent breach of material contractual obligations, LVM Lebensversicherungs AG's liability is limited to damages typically associated with the underlying contract, which LVM Lebensversicherungs AG 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, LVM Lebensversicherungs AG's liability for damages attributable exclusively to the tenant's sphere of risk is excluded.

7.6 The tenant is obligated promptly, but no later than upon departure, to notify LVM Lebensversicherungs AG of any defects. The tenant's claims must be asserted against LVM Lebensversicherungs AG in writing within 14 days of the time performance ends according to the contract. Following the expiration of this 14-day period, the tenant 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 tenant's part that are occasioned by LVM Lebensversicherungs AG's slight negligence according to items 7.4 and 7.5 above are excluded unless they are asserted by way of legal action within three months of the claims' rejection by LVM Lebensversicherungs AG or its insurer.

7.7 The exclusions and limitations in items 7.1 through 7.6 above also apply to LVM Lebensversicherungs AG's liability for its officers and directors, employees and agents, as well as to the personal liability of such LVM Lebensversicherungs AG officers and directors, employees and agents.

7.8 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 there under.

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- 7.9 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.
- 7.10 If a false or fire alarm leading to damage to LVM Lebensversicherungs AG (fire brigade intervention, damage to rooms, etc.) is caused by negligent or wilful misconduct on part of the Tenant, the Tenant shall be obliged to pay liquidated damages to an amount of € 3,000.00. The damages are to be assessed higher or lower when LVM Lebensversicherungs AG proves a higher damage or when the Tenant proves that a lower or no damage was incurred. In such instance the Tenant will have to pay an immediate deposit (to be charged to credit card or in cash) of a minimum of € 3,000.00.
8. Place of performance, legal venue, applicable law
- 8.1 The place of performance and payment is the location of LVM Lebensversicherungs AG's, represented by InTown Hospitality GmbH, registered offices.
- 8.2 In commercial relations (i.e., if the tenant is a merchant, public-sector corporation or public-sector special fund), the location of LVM Lebensversicherungs AG's, represented by InTown Hospitality GmbH, registered offices serves as the exclusive legal venue, including for check and bill-related disputes. This also applies in the event that (i) the tenant meets the conditions of Sec. 38 par. 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 tenant moves his/her domicile or permanent residence away from the Federal Republic of Germany or (iii) the tenant's domicile or permanent residence is unknown to LVM Lebensversicherungs AG at the time of claim filing.
- 8.3 German law applies to the exclusion of CISG.
9. Privacy
- LVM Lebensversicherungs AG as well as third parties working on its behalf are entitled, subject to the federal privacy act, to process and store data about the tenant received in connection with the business relationship even if such data is provided by third parties.
10. 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 tenant. The same applies to loopholes found in the contract or the general terms & conditions.

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Terms & Conditions for the use of Online & Web services first

1. Scope of application

These terms & conditions apply to the use of all websites and online services offered by LVM Lebensversicherungs AG represented by InTown Hospitality GmbH 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 LVM Lebensversicherungs AG, 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, LVM Lebensversicherungs AG expressly reserves the right to file criminal charges in addition to claims for damages, if any. Reference is made to the fact that LVM Lebensversicherungs AG 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 LVM Lebensversicherungs AG's services. LVM Lebensversicherungs

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AG 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 LVM Lebensversicherungs AG and must promptly notify LVM Lebensversicherungs AG 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 LVM Lebensversicherungs AG 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 LVM Lebensversicherungs AG'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, LVM Lebensversicherungs AG expressly reserves the right to take immediate legal action under criminal or civil law, and the customer will full indemnify LVM Lebensversicherungs AG against such claims for damages as may be asserted against LVM Lebensversicherungs AG 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 LVM Lebensversicherungs AG is not liable for damages arising from or in connection with the customer linking his/her systems to the Internet using LVM Lebensversicherungs AG's network infrastructure.

4. Liability

LVM Lebensversicherungs AG assumes no responsibility for the contents of any linked pages. This applies to all links and references placed within its own Internet offering. LVM

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Lebensversicherungs AG 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 LVM Lebensversicherungs AG's liability in this item 4 does not apply in cases of LVM Lebensversicherungs AG's intentional misconduct or gross negligence.

5. Copyright

None of the websites, media and contents created by LVM Lebensversicherungs AG 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 LVM Lebensversicherungs AG'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 LVM Lebensversicherungs AG's pages and hyperlinks are the product of editorial work, which is why LVM Lebensversicherungs AG's pages, any links or graphics used as well as the layout may not be copied for purposes other than exclusively private use without LVM Lebensversicherungs AG'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 par. 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 LVM Lebensversicherungs AG at the time of claim filing.

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