

General Terms and Conditions of TrustYou GmbH

A) Scope

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1. Services of TrustYou GmbH

These General Terms and Conditions („GTC“) of TrustYou GmbH (“TrustYou“) apply to all services of TrustYou, in particular the areas Survey, Monitoring as well as Marketing.

2. Business Customers

TrustYou is offering its services to business customers respectively companies, however, not private consumers.

3. Terms and Conditions of customers

General Terms and Conditions of customers of TrustYou do not apply.

B) Survey

1. Product Description

Survey is a software application of TrustYou on the website www.trustyou.com with an online Guest Survey Tool which enables customers of TrustYou to create feedback surveys among guests, to conduct and evaluate such surveys („Application“).

2. Obligation of customers

2.1 The customer is obligated to send surveys created by means of the Application only to such recipients who have previously effectively agreed to the customer to take part in the survey and to get contacted correspondingly, in particular by email.

2.2 The customer is obligated to ensure by means of proper measures that the surveys are authentic respectively real, that means that they only do get filled in by guests who have actually received services of the customer (e. g. in the form of overnight lodging, restaurant visits, the participation in an event, etc.).

2.3 The customer is obligated not to influence the guests by illegal or improper means in order to make them participate in the surveys and/or to change their feedback or to collect feedback from irrelevant persons; the customer in particular must not:

- pay the guests a remuneration for participating in the survey and/or grant them other advantages for participating in the survey;
- exert pressure on the guests to take part in the survey and/or to change feedback they have provided;
- pay the guests a remuneration for positive feedback or the changes to negative feedback;
- collect feedback from persons other than guests of the hotel;
- collect feedback from guests who have already been identified as content guests or who for reasons that are not based on the regular services of the hotel, are to be expected to give positive feedback.

2.4 The customer is obligated to use the surveys created with the application exclusively for legal purposes and not to violate applicable law and/or third party rights in connection with the creation, conducting and evaluation of the surveys.

2.5 To the degree that the customer collects, saves, uses and processes data of the participants in the surveys, in particular personal data and/or texts, pictures, videos, etc. protected by law (hereinafter collectively "Material"), the customer is obligated to obtain all necessary consent and the comprehensive rights of use of the participants to the surveys in advance with regard to the provided Material.

3. Grant of Rights, Indemnification

3.1. The customer grants TrustYou the following exclusive rights of use with regard to all Material that the customer has obtained by means of use of the application in the context of surveys, at no charge:

The rights to store, archive, modify (also for the purpose of integrating them into products of TrustYou), copy, distribute, disseminate, transmit, make publicly available, broadcast for reception by any device of reception and for any use of the Material, irrespective of the way of transmission (in particular via the internet, mobile digital services, telecommunication platforms and services, TV, print, etc.). This grant of rights includes the right to publish the Material in whole or in part on social media platforms and other intercommunicative and/or user driven online services such as e.g. Facebook, Twitter, etc., to export, to add links to such platforms and to make the Material available to others, also in the form that such others may distribute the content via the above described platforms and services.

3.2. With regard to the potential violation of obligations of the customer in accordance with Section 2 as well as with regard to the grant of rights in accordance with Section 3.1, the customer indemnifies TrustYou against all claims of third parties including the adequate costs of legal defence.

3.3 Upon request of the customer TrustYou grants the customer a non-exclusive right of use to the Material against a respective fee that is either limited to the term of the cooperation or goes beyond the term of the cooperation.

C) Monitoring

1. Product Description

Monitoring offers semantic search engines and analysing tools of TrustYou on the website www.trusty.com. It monitors and processes automatically quality related comments such as feedback, articles and blogs of internet users in different languages for services and products (hereinafter collectively "Internet Service"). A substantial part of the Internet Service of TrustYou is the linguistic processing of unstructured texts and opinions of users and authors who get collected by TrustYou crawlers. The automatic linguistic processing ensures that the "most important" information from each individual text is identified, standardized, classified and put in order with other statements of similar character.

2. Provision of Internet Service

2.1 TrustYou provides the customer the Internet Services via a web-based remote data transmission connection for use by the customer. The internet service will be run on the server of TrustYou respectively of the provider contracted by TrustYou.

2.2 It lies in the discretion of TrustYou which sources get screened by the search engines run by TrustYou. The customer does not have a right to have specific data sources screened.

2.3 TrustYou provides the customer with a user documentation which upon the choice of TrustYou may be provided by download or as an attachment to an email.

3. Rights of Customer

3.1 TrustYou grants the customer the non-exclusive, non-transferrable right, limited to the term of this

agreement, to use the Internet Service in accordance with these GTC and exclusively for the customer's own purposes at the number of work stations listed in the order form ("Concurrent User").

3.2 The customer may not pass on the Internet Service or make it available to third parties or transmit content of the Internet Service directly or indirectly to third parties or allow third parties the use of the Internet Service in particular by way of application service providing, by way of outsourcing, out tasking or similar ways.

3.3 The data and information collected and exported by the customer may only be used by the customer for its own purposes.

4. Copying of Elements of Internet Service

4.1 TrustYou's Monitoring Dashboards facilitate the evaluation of online reputation of companies by means of performance indicators such as the TrustScore, Trends, feedback of different user platforms and management responses.

4.2 The customer is entitled to copy elements of the Internet Service to the degree the respective copying is necessary for the proper research and collection of the content and results. It may only use the content and the collected data or documents for its own use. This includes the right to export content respectively the collected data or documents for its own use and to store or print it while indicating the Internet Services of TrustYou as a relevant source.

4.3 Any use of the content and the data or data base elements respectively the collected data of the Internet Service, in particular

- the copying of data, data bases, data base elements or documents on data carriers,
- the storing of data, data bases, data base elements or documents for use in a local retrieval system,
- the use of rendered data, data bases, data base elements or documents in order to create more than just a small number of copies,
- the use and dissemination of provided data, data bases, data base elements or documents in order to create systematic collections or data bases,
- the use of collected data, data bases, data base elements or documents for commercial use that goes beyond the purpose of this agreement, in particular for sale to third parties,
- the transmission of data, data bases, data base elements or documents by the customer e.g. to its hotels to the degree they have not acquired a specific license from TrustYou,

is not admitted unless TrustYou consents to such use explicitly and in writing.

D) Marketing

1. Product Description

TrustYou Marketing consists of display modules („Widgets“) as well as data deliveries („Data Feeds“) of data that TrustYou collects and analyses. The Widgets and Data Feeds may get integrated into the website of the customer to be used for the marketing of its own services and in order to convince consumers of the reputation of the customer.

2. Conditions for the Use of the Product

2.1 The customers are not allowed to change the Widgets and/or Data Feeds.

2.2 The integration of Widgets and Data Feeds on its website by the customer requires

- that TrustYou is mentioned as the provider of the data with the following wording: „powered by TrustYou“;

- that in connection with the use of the Data Feeds there always is set up a link to the original sources such as the feedback platforms via the interface description and user manual; the mere copying of the text is not allowed.

E) General Provisions

1. Availability of Services, Responsibility

1.1 TrustYou does not assume any guaranty or warranty for the uninterrupted availability, functionality and compatibility of the websites, applications and the internet service ("Services") of TrustYou.

1.2 TrustYou endeavours to provide the unrestricted or the contractually agreed access to the Services of TrustYou, however, reserves its right to perform maintenance and service work regarding the Services at certain times. TrustYou will try to reduce the resulting down time respectively non-availability of the Services to a minimum and to times with as little demand as possible.

1.3 TrustYou is not responsible for any interruption of service in connection with the programs, systems, websites, etc. as well as resulting restrictions of use and other consequences to the customer (including loss of data) that are not part of the Services of TrustYou respectively that TrustYou does not have any influence on, e.g. hardware problems or software problems of the customer or problems regarding data carrier networks, server shutdowns resulting from blackouts or illegal acts of third parties, e.g. hackers, etc.

1.4 TrustYou is not responsible for the content, the absence of mistakes, the lawfulness and functionality of websites of third parties that links are provided to in connection with the Services of TrustYou. TrustYou explicitly distances itself from all content of linked websites. Only the respective provider is exclusively liable for illegal, deficient or incomplete content and damages that result from the use or non-use of information provided in this way.

1.5 In cases of force majeure TrustYou is not obligated to perform its Services for the period of force majeure. In case that a case of force majeure continues for more than three months, the customer is entitled to terminate the respective agreement with TrustYou.

2. Obligations of Customer

2.1 The customer is obligated to provide the individually agreed on technical requirements for the access to the Services of TrustYou and to maintain these for the term of this agreement. This in particular applies to the necessary hardware, operating system software and other system components as well as the internet access and the corresponding browser software. The customer bears the telecommunication costs for the online connection to the server of TrustYou.

2.2 The customer is obligated to take all measures to secure its systems and data, in particular to secure its data regularly and use up-to-date software for protection from viruses, etc.

2.3 The customer is obligated to take the necessary technical and organisational measures in order to protect the rights of TrustYou in and to the software. This in particular means to ensure the contractual use (e.g. by preventing the misuse by third parties or manipulations). The customer in particular is obligated to keep passwords as well as all data that enable unauthorized access to the Services strictly confidential and to change respectively have them changed immediately if there is any indication that unauthorized third parties have received knowledge thereof. The customer also is liable for third parties who use the Services rightfully or not by means of the passwords given to the customer. This does not apply if the customer is not liable for such use.

2.4 The customer will inform TrustYou immediately about any disturbances or errors.

2.5 The customer will keep and store material, documentations and information if delivered by TrustYou

(including digital delivery) at a location secured against unauthorized access of third parties and will obligate its employees to adhere to the present terms and conditions.

2.6 The customer is obligated not to change, manipulate and/or interfere with the Services of TrustYou and to send the materials and results of the Services under B) and D) only to guests, however, not to third parties and not to make them available to these.

2.7 The customer acknowledges that the Services of TrustYou are in particular protected under copyright and trademark law. The customer therefore is obligated not to violate rights of TrustYou in and to the Services.

2.8 It is explicitly forbidden to the customer to include abusive language, offensive language, threats, obscenities, wrong facts, defamation, libel, swear words, sexist, pornographic, racist, extremist, violent, radical, other illegal, political, advertising content or wording into the Services of TrustYou or have this done by third parties and/or distribute such content via the Services of TrustYou.

2.9 It is explicitly forbidden to the client to integrate chain-mails, viruses, Trojans, etc. or other elements that jeopardize the Services that violate rights of third parties, such as copyrights, trademarks, etc., and/or violate applicable law or have been machine-made.

2.10 To the degree that the customer violates its obligations resulting from Sections 2.1 until 2.9, it is obligated to reimburse TrustYou any damages resulting therefrom and to indemnify TrustYou against all third party claims including the adequate costs of legal defence.

3. Remuneration

3.1 The remuneration to be paid by the customer for the Services of TrustYou results from the respective agreement of the parties and needs to be paid with the statutory VAT, if applicable.

3.2 The remuneration for the respective service has to be paid on a yearly basis in advance for each year, for the first time upon the signing of the agreement within 14 days of the issuing of the invoice. In case the agreement gets expanded by ordering further modules or licenses during the one-year-term of the agreement, the corresponding remuneration will have to be paid on a pro rata basis for the remaining period of the one-year-term, for the first time when the agreement does get expanded and thereafter for the respective further contractual years in advance and within 14 days of the issuing of the invoice.

4. Warranty Claims

4.1. There is a relevant defect if websites and applications, respectively Services of TrustYou do not show the proper functionality for the contractual purpose during the term of the respective agreement.

4.2 In case defects appear, the customer has to give notice of such defects to TrustYou immediately after identifying them and to reproduce them if possible.

4.3 TrustYou will remedy the defects after receipt of a written and reasonable description of the defect by the customer within an adequate period of time.

4.4 For the period of time during which the Services of TrustYou are suspended or impaired, the customer may reduce the remuneration appropriately. Negligible impairment does not have any result on the remuneration.

4.5 The customer is only entitled to terminate the agreement for non-provision of the Services if TrustYou does not remedy the defect within an adequate period of time that includes at least two attempts or if such attempts have failed.

4.6 There are no claims or rights of the customer in case of defects if such defects are caused by force majeure or

are based on circumstances that the customer is reliable for.

4.7 The right of the customer to rescind the contract and to claim damages remains unaffected hereby.

5. Liability

5.1 TrustYou is fully liable in case of intentional or grossly negligent behaviour.

5.2 In case of ordinary negligence TrustYou – other than in cases of violation of life, body or health – TrustYou is only liable if material contractual obligations (“Kardinalpflichten”) get violated. “Kardinalpflichten” are contractual obligations that the agreement has to grant to the user according to the purpose of the agreement or whose fulfilment enables the proper performance of the agreement in the first place and therefore may be relied on by the customer. In this case the liability of TrustYou is restricted to the typical and foreseeable damage, at maximum to the remuneration to be paid by the customer per contractual year.

5.3 Any liability for indirect and unforeseeable damages as well as loss profit is excluded in case of ordinary negligence, unless the requirements for unrestricted liability in accordance to Section 5.2 apply.

5.4 With regard to the above liability provisions, TrustYou is only liable for damages in case of loss of data that also would have occurred in case of proper and regular data saving measures by the customer.

5.5 Any liability that goes further than in this agreement is excluded, irrespective of the nature of the asserted claim.

5.6 The limitations and exclusions of liability in accordance with Section 5.2, 5.3, 5.4 and 5.5 do not apply for statutory liability irrespective of default of TrustYou or for liability resulting from a contractually agreed upon guarantee that applies irrespective of default.

5.7 To the degree that the liability of TrustYou is limited or excluded, this also applies to the personal liability of its employees, directors, officers, representatives and agents.

6. Access, Support

6.1 The customer’s access to the services of TrustYou is password protected and based on remote data transfer by means of the access data allocated to the customer. The customer receives specific access data and specific passwords for each authorized workstation. Upon the registration, the user has to enter the username, email address and password into the entry mask of the registration form on the the website of TrustYou.

6.2 The customer is obligated to keep the access data and passwords confidential and not to disclose them to unauthorized third parties. The customer furthermore ensures that all authorized users under this agreement also adhere to this obligation. In case the customer received knowledge of misuse of access data respectively a password it will stop such misuse immediately and inform TrustYou thereof. In case of misuse, TrustYou is entitled, if applicable after a previous warning letter, to block the access. The customer is liable to TrustYou for all misuse it is liable for.

6.3 In case of questions regarding the Services of TrustYou the customer may contact TrustYou under the email address support@trustyou.com. Inquiries will be processed corresponding to the order of their receipt.

7. Rights in and to the Services

7.1 TrustYou is the exclusive owner of all rights, in particular copyrights, performing rights and data base rights as well as knowhow in and to the Services of TrustYou including the data bases, the appertaining software programs, user documentations and materials.

7.2 TrustYou points out that the rights in and to teasers showing up in the result lists that include short excerpts from linked websites of third parties, lie with such third parties who have included such content on such other websites.

7.3 With regard to the logos of partners of TrustYou integrated into the Services, the rights in and to such logos lie with the partners of TrustYou.

7.4 The Services will be presented as Services of TrustYou. TrustYou will determine the design of user interfaces, search masks and the use of trademarks, logos or other labels or endorsements. Trademarks, logos or other marks or endorsements, copy right comments, serial numbers, that serve the purpose of identifying the internet service or specific elements must not be moved or changed. This also applies to endorsements and marks of any kind on print outs of content or data exported from the services. When exporting data and using them, the user is obligated to mark the Service of TrustYou clearly as source of such data.

8. Confidentiality

8.1 The parties will keep information and material including data of any kind that their receive knowledge of throughout the contractual relationship, strictly confidential and to disclose such material only to employees who are entrusted with the performance of this agreement.

8.2 TrustYou is entitled to pass on such information and documents to the associated companies, contractual partners as well as subcontractors that have been contracted to execute this agreement.

8.3 The above mentioned obligations remain effective beyond the termination of the agreement.

8.4 The above confidentiality obligations do not apply in the following cases:

- Information that already is in the lawful possession of the recipient and is not subject to a confidentiality obligation;
- Information that the recipient has received lawfully from a third party without any confidentiality obligation;
- Information in the public domain that is generally available;
- Information that becomes generally available after the conclusion of an individual agreement without any contractual breach of the recipient party;
- Disclosure for legal purposes or as part of a lawsuit;
- The other party explicitly agrees to terminate the confidentiality obligation beforehand in writing.

9. Increase in remuneration

9.1 TrustYou reserves its right to change the pricing of Services that are rendered against payment. Changes to pricing will be communicated to the client at least one month before they take effect by email, fax or regular mail. TrustYou will either attach the full text of the new pricelist or a reference to the internet address under which the pricelist is available.

9.2 In case the customer does not object to the changes within one month of receiving such notice in writing, the changes will be deemed to have been accepted by the customer. TrustYou will inform the customer about the deadline and the consequence of not objecting to the changes explicitly when communicating the changes.

9.3 The customer is entitled to terminate the agreement with a 1 month notice period after receipt of the aforementioned notice as of the time the new pricelist takes effect.

9.4 In case the customer objects within the abovementioned deadline, TrustYou is entitled to terminate the agreement without any further notice as of the time that the new pricelist takes effect.

9.5 In case of a termination in accordance with the section 9.3 and 9.4, the customer is obligated to pay any open

remuneration on a rata bases until the point of time when the termination takes effect.

10. Term; Termination

10.1 The respective agreement between the parties takes effect upon mutual signing and remains effective for a period of 12 month unless the parties have agreed on a different term. Upon the end of this term the agreement renews itself for a one year unless it gets terminated with a 3 months notice period to the end of the agreed term.

10.2 The right of each party to terminate the agreement for extraordinary causes without notice remains unaffected.

10.3 Each termination needs to be declared in writing. An electronic signature does not replace this writing requirement.

11. Return of items and deletion of data

11.1 In case of a termination of the agreement the customer is no longer entitled to use the websites and application respectively Services of TrustYou.

11.2 The customer will release all data in his possession in the respective format to TrustYou upon request of TrustYou and/or will delete such data and prove the deletion to TrustYou upon request of TrustYou.

11.3 Any rights of retention of the customer are herewith excluded.

12. Set-off and right of retention

12.1 Any set-off of the customer against claims of TrustYou is excluded unless such claims have been confirmed by a final court decision or have been acknowledged by TrustYou.

12.2 The customer only has a right of retention if the claim that the customer backs his right of retention on is based on the same contractual agreement.

13. Changes to the Services

13.1 TrustYou is entitled any time to make the necessary or adequate changes to the technical, organizational aspects or content of its Services as well as modules or to modify, restrict, remove or exchange parts of its Services.

13.2 In case that such change of the services leads to a restriction of use in relation to the agreed contractual agreements the remuneration to be paid by the customer will be reduced accordingly.

13.3 TrustYou will inform the customer of such respective measures in time.

13.4 The customer is entitled to terminate the agreement in case of a change to his disadvantage for extraordinary reasons as of the point of time when such change takes effect.

14. Changes to terms and conditions

14.1 TrustYou reserves its right to change these terms and conditions. Changes will be communicated to the customer at least one month before they take effect by email, fax or regular mail. TrustYou will include the full text of the new version of the terms and conditions by highlighting the changes.

14.2 In case that the customer does not object within one month of receipt in writing, these changes are deemed to be accepted by the customer. TrustYou will inform the customer about the deadline and the consequences of

the expiration of the deadline without any objection of the customer explicitly.

14.3 In case these changes are to the disadvantage of the customer, it is entitled to terminate the agreement within one month of receipt of the respective notice.

14.4 In case the customer objects to the changes within the one month deadline, TrustYou is entitled to terminate the agreement as of the time than changes take effect.

14.5 In the cases referred in sections 14.3 and 14.4 the customer is obligated to pay any outstanding remuneration until the point of time the termination takes effect.

15. Subcontractor, Assignment

15.1 TrustYou may include third parties, in particular external service providers, as subcontractors for the performance of all Services and obligations. TrustYou will take over the responsibility for such Services that will be performed by subcontractors.

15.2 The assignment of right resulting from the agreement by the customer is subject to the previous written consent of TrustYou.

16. Miscellaneous

16.1 Changes and amendments to this agreement require to be made in writing. This also applies to a change of this writing requirement.

16.2 The place of contractual fulfillment as well the exclusive place of jurisdiction for all disputes in connection with this agreement is Munich.

16.3 These terms and conditions are exclusively subject to German law to the exclusion of legal principles that may refer to other jurisdictions. The application of the CISG Convention is excluded.

16.4 In case that any provision in these terms and conditions is invalid or becomes invalid, the remaining provisions remain unaffected hereby. The parties undertake to replace the invalid provision by a valid provision that comes as close as possible to the invalid provision in legal, economic and factual terms. The same applies in case of a loophole in these terms and conditions.