General Terms and Conditions (GTC)

1. Preamble

1.1. myhotelrebel UG (haftungsbeschränkt) (hereinafter "we" or "myhotelrebel"), Gartenstraße 12a, 80809 Munich, Germany, is the owner of all copyrights and other rights of use and exploitation of the service system (hereinafter "Software") for the accommodation industry, such as hotels, guesthouses, etc. (hereinafter "Hotels", "User", "Company", "Customer").

1.2. The General Terms and Conditions (hereinafter referred to as "GTC") govern the relationship between the respective company using the myhotelrebel software and myhotelrebel.

1.3. These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only be binding if and insofar as we have expressly recognized their validity in text form.

1.4. Unless otherwise agreed, these GTC apply in the version valid at the time of the customer's order, in any case in the version last communicated to the customer as a framework agreement for all similar future transactions between the customer and myhotelrebel, without myhotelrebel having to refer to the validity of these GTC in each individual case.

2. Subject matter of the contract and service description

2.1. The subject matter of the contract is the provision of the software in a data center for access and use via the Internet as a SaaS solution.

2.2. This is software that allows hotels to give their guests the option of digitally opting-out their room on an internet-enabled device for the next stay cleaning ("opt-out"). For this purpose, the hotel rooms are equipped with visibly placed URL storage media (e.g. QR codes), which can be scanned by the guests ("end customer") and can thus opt-out their room for the next cleaning via a front end on their device. The opt-outs appear on a dashboard provided for the hotel ("the service") and are sent via E-Mail at a pre-defined time (e.g. 11pm). The software is provided exclusively via the Internet as a software-as-a-service solution ("SaaS" for short).

2.3. The contractual services depend on the package selected. The available packages and the scope of services can be found in the currently valid package overview on the myhotelrebel.com website.

2.4. The price model of the software is made up of the number of opt-outs and the price per opt-out. Billing takes place monthly at the beginning of the month for the previous month.

2.5. The application offered is standard software owned by myhotelrebel and not a development commissioned by the customer.

3. Conclusion of contract

3.1. Companies interested in concluding a contract can submit an offer to myhotelrebel in various ways, which is confirmed by myhotelrebel by sending the access data (login details). The offer is submitted via the myhotelrebel.com website by clicking on buttons with texts such as "Register now", "Book now" or "Buy now", via a corresponding online/offline form or by e-mail, under the conditions specified there. When the contract is concluded, reference is made to these GTC, which are accepted when the offer is accepted.

3.2. myhotelrebel reserves the right to set up accounts for test purposes in phases. These can be blocked or deleted at the end of the agreed test period without notice, unless the test account is converted into a paid version.

3.3. Free trial versions are converted into a paid version after the agreed trial period has expired, unless one of the parties terminates the contract during the trial period. The following shall apply 11 and 8.4 shall apply accordingly.

4. Support services

4.1. Support requests can be sent at any time by e-mail to support@myhotelrebel.com. Such inquiries are questions to the myhotelrebel support staff regarding the software and will be answered during normal business hours (Mon - Fri, 9 am - 5 pm). The public holidays of the Federal Republic of Germany and the State of Bavaria apply. Support for the use of myhotelrebel is limited to answering questions about the correct use and settings, as well as assistance with technical problems with the software.

5. Duties and obligations of the hotel

5.1. The user shall fulfill all obligations necessary for the provision and processing of this contract in a timely, complete and professional manner. He himself is responsible for the use of the services of myhotelrebel, the proper processing of his data and the results achieved.

5.2. It is also the user's own responsibility:

5.3. to place the URL storage media (e.g. QR codes) provided by myhotelrebel digitally or by print template in the rooms, visible to the guest, digitally or printed out (e.g. on a stand);

5.4. inform the guest about the service (e.g. at check-in and/or via displays/stickers in the rooms) and, if necessary, promote the service with an incentive (e.g. a drinks voucher or something similar);

5.5. to ensure that an Internet-capable end device with a browser is available for the contractual use of the software dashboard ("necessary minimum requirements");

5.6.   Follow the instructions of myhotelrebel to avoid errors;

5.7.   In the event of a serious breach by the user of his obligations under these GTC or in the event of a breach of statutory provisions or repeated breaches, myhotelrebel shall be entitled, at its own discretion, to restrict the user's use of the contractual services in whole or in part or to terminate the contractual relationship without notice.

5.8.   In all other respects, the user is obliged to provide all cooperation required to fulfill the purpose of the contract immediately and free of charge, in particular if myhotelrebel requests him to do so and the necessary measures do not exceed a reasonable effort.

6. Access data

6.1.   Once the hotel has created its account (either itself via the website or from myhotelrebel on request), it will receive its personal access data by e-mail. If there is reason to suspect that unauthorized persons have gained knowledge of the access data, the customer must inform myhotelrebel of this immediately.

7. Prices and terms of payment

7.1.   The user shall pay a one-off and/or monthly fee for the services of myhotelrebel in accordance with these GTC, depending on the respective package or service booked (see also 2.4). The list of services can be found in the currently valid package overview on the website.

7.2.   All prices are subject to VAT at the statutory rate.

7.3.   The user can choose at least one payment method: payment on account.

7.4.   All invoices are due for payment within 10 days of the invoice date, regardless of the payment method. In the case of direct debit, myhotelrebel shall inform the company by e-mail prior to collection.

7.5.   The costs for direct debits of the user which are not honored by the user's bank shall be borne by the user if the user is responsible for this. myhotelrebel shall charge a lump sum of EUR 10.00 in the event of a returned direct debit. The user is at liberty to provide evidence of lower damages.

7.6.   myhotelrebel is entitled to suspend the contractual services if the user is in arrears with payment and fails to pay despite being set a deadline for settlement of the outstanding claims.

7.7.   If the user is in arrears with the payment of more than one invoice from myhotelrebel, all other invoices shall also become due immediately.

8. Terms of use

8.1.   The software is protected by copyright. The copyrights, patent rights, trademark rights and all other ancillary copyrights to the software and other contractual objects are the exclusive property of myhotelrebel. Insofar as third parties are entitled to the rights, myhotelrebel has the corresponding rights of use.

8.2.   myhotelrebel grants the user the non-exclusive, non-transferable and non-sublicensable right to use the software to the extent granted in these GTC for the duration of the contract.

8.3.   The user is not authorized to allow third parties to use the software or to make it accessible to third parties, in particular the user is not permitted to reproduce, sell, translate, edit, modify, decompile, reverse-engineer or disassemble the software or parts thereof or to use any part of the software to create a separate application or to have these actions carried out by third parties, unless permitted by copyright law.

8.4.   If the user is a test user, myhotelrebel grants a simple license for test purposes, which may not be transferred, assigned or sublicensed.

9. Warranty for software and test access

9.1.   The software is available 24 hours a day, seven days a week ("operating time"). The average availability ("average availability") during the operating time is at least 95% on an annual average. Availability is the ability of the user to use the essential functionalities of the software. Non-availability does not include maintenance times or restrictions or failures of the software due to circumstances beyond the control and responsibility of myhotelrebel (fault of third parties, disruption of telecommunications lines, force majeure, etc.).

9.2.   Termination by the user pursuant to Section 543 (2) sentence 1 no. 1 BGB for failure to grant use in accordance with the contract is only permissible if myhotelrebel has been given sufficient opportunity to remedy the defect and this has failed. Failure to remedy the defect shall only be deemed to have occurred if it is impossible, if myhotelrebel refuses to do so or delays it unreasonably, if there are reasonable doubts as to the prospects of success or if it is unreasonable for the user for other reasons.

9.3.   In the event of any defects in the Software, the User may demand payment in accordance with Section 7.1 shall not be reduced. However, any existing right to reclaim remuneration paid subject to reservation shall remain unaffected.

9.4.   myhotelrebel draws the customer's attention to the fact that restrictions or impairments to the software may arise that are beyond myhotelrebel's control. This includes, in particular, actions by third parties not acting on behalf of myhotelrebel,

technical conditions of the Internet beyond myhotelrebel's control and force majeure. The hardware, software and technical infrastructure used by the user may also have an influence on the services of myhotelrebel. Insofar as such circumstances have an influence on the availability or functionality of the services provided by myhotelrebel, this has no effect on the contractual conformity of the services provided.

10. Liability

10.1.   The liability of myhotelrebel is limited to intent and gross negligence. In all other respects, the liability of myhotelrebel is hereby excluded. This does not apply in the event of a breach of material contractual obligations (so-called cardinal obligations). These are obligations that are necessary for the execution of the agreement and the achievement of the purpose of the contract. In the event of a breach of cardinal obligations, liability for chargeable versions of myhotelrebel shall be limited to the typically foreseeable damage, but to a maximum of EUR 500. Consequential damages are excluded. In addition, myhotelrebel's strict liability for initial material defects in the software is excluded.

10.2.   Liability for culpable injury to life, limb or health and liability under the Product Liability Act remain unaffected by the above limitation of liability.

11. Termination

11.1.   For fee-based packages with a minimum term of 12 months ("regular term"), the contract can be terminated with three months' notice to the end of the term. If the contract is not terminated within the specified period, it will be extended for the same term.

11.2.   In the case of a trial period, the company can cancel at any time during the trial period. Access to the company account will be deactivated immediately upon termination. If no notice of termination is given within the trial period, the term is extended by the regular term and the conditions of the fee-based package apply.

11.3.   Notice of termination must be given in text form (e-mail) to the assigned contact person at myhotelrebel or to info@myhotelrebel.com.

11.4.   myhotelrebel reserves the right to deactivate and/or delete company accounts using the trial version in the event of persistent inactivity and after prior notice. In the event of deletion, all data will be irrevocably deleted. In all other cases, the company has the option of exporting the data at least four weeks after the end of the term. myhotelrebel reserves the right to irrevocably delete all data after this period has expired. The right to terminate for good cause remains unaffected.

12. Ancillary agreements and written form requirements

12.1.   The GTC govern the mutual contractual obligations conclusively and completely.

12.2.   Insofar as additional or superseding provisions have been made within the order form under additional agreements, which were confirmed by myhotelrebel as part of the acceptance of the offer, the provisions of the additional agreement shall take precedence. However, the remaining provisions of these GTC shall remain in force.

12.3.   If framework agreements are concluded, the wording of the framework agreement shall take precedence. A framework agreement is an agreement concluded between myhotelrebel and, in particular, a hotel group or hotel association. This primarily regulates adapted terms and conditions for affiliated hotels of those hotel groups and hotel associations. However, the remaining provisions of these GTC shall remain in force. If the framework agreement ends, these GTC shall apply immediately thereafter. If individual contracts between myhotelrebel and the respective hotel have a longer term than the framework agreement, myhotelrebel shall grant the respective hotel any agreed special conditions until the minimum term is reached. If the respective hotel does not terminate the contract in due time at the end of the minimum term, the valid package overview including prices and scope of functions shall automatically apply at the time of renewal.

12.4.   The notifications and declarations of a contracting party to these GTC that are provided for in the contractual provisions and that become necessary in the course of other business may also be effectively transmitted to the online address (e-mail) of the other contracting party.

12.5.   myhotelrebel is entitled to amend the GTC and other terms and conditions. myhotelrebel shall inform the customer of any changes by e-mail two weeks in advance. myhotelrebel will only make these changes for valid reasons, in particular due to new technical developments, changes in case law or other equivalent reasons. If the change significantly disturbs the contractual balance between the parties, it requires the consent of the user.

12.6.   Unilateral amendments to these GTC by myhotelrebel shall become part of the contract if they have been notified to the user by myhotelrebel in text form, the user has not expressly objected within two weeks of receipt of the notification of amendment and this consequence has been pointed out in the notification of amendment. Consent and/or objection can only be given by authorized persons/users of the hotel. As authorized persons, myhotelrebel accepts both employees of the company qua function (managing director, hotel director) or account owners stored in the hotel account.

12.7.   myhotelrebel reserves the right to change the costs for its services in whole or in part in the future. It goes without saying that myhotelrebel will not unilaterally make any associated changes to the GTC, but will always obtain the consent of the user.

13. Collection, processing and use of data

13.1. Information on data protection can be found in the privacy policy on the website.

14. Arbitration

14.1. The parties (myhotelrebel, partners and/or users) undertake to conduct an arbitration procedure in the event of differences of opinion with the aim of reaching a fair agreement in line with their interests by means of mediation with the support of a neutral arbitrator, taking into account the economic, legal, personal and social circumstances. All disputes arising in connection with this agreement or its validity shall be settled before the courts in accordance with the arbitration rules of the local Chamber of Industry and Commerce (Munich).

14.2. If no agreement is reached in the arbitration proceedings, all disputes shall be finally settled in accordance with the arbitration rules of the local Chamber of Industry and Commerce (Munich), excluding recourse to the ordinary courts of law. However, the judicial dunning procedure remains admissible.

14.3. The disputing parties shall each bear half of the costs.

15. Applicable law and place of jurisdiction

15.1. The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws rules of private international law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

15.2. The place of jurisdiction is Munich, German, if the user is a merchant and the contract is part of the operation of his trade or the user has no general place of jurisdiction in Germany and if there is no exclusive place of jurisdiction. For non-merchants, the statutory places of jurisdiction apply.

16. Severability clause

16.1. If individual clauses of these General Terms and Conditions of the contract concluded with myhotelrebel are invalid, this shall not affect the validity of the remaining provisions. A wholly or partially invalid provision shall be replaced by a provision that comes as close as possible to the economic effect of the invalid provision and the intention of the parties. The same applies in the event of a loophole.