

General Terms of Contract (GTC)

Data of the service provider (hereinafter: Service Provider):

PELSO CAMPING Korlátolt Felelősségű Társaság

Company register number: 01-09-198927

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Internet: www.pelsocamping.hu

Accommodation:

Pelso Camping is an accommodation as specified in the individual service contract located in the municipal area of Alsóörs (lot number: 995/4) (hereinafter: Camp).

General rules and definitions

1.1 These "General Terms of Contract" (hereinafter: GTC) regulate the use of the Service Provider's accommodation, pitch rental and services. The GTC applies to all individual service contracts unless the parties agree differently in writing in the individual contract.

1.2 The Service Provider publishes the GTC on its internet website specified above.

1.3 Guest (hereinafter: Guest) means all natural persons, legal entities or other organisations who/that use or wish to use the Service Provider's services. Upon arrival an individual service contract is signed between the Service Provider and the Guest in respect of the accommodation of the type defined in the booking and indicated in the individual contract with a unique identification code. The Service Provider's Campsite Code and the GTC form part of the individual contract, which are acknowledged by the Guest upon the booking and repeatedly accepted by signing the individual service contract.

1.4 The booking is sent as specified in section 2 of the GTC. By sending the booking form, which is also available on the website, the Guest declares that he is aware of and accepts the Service Provider's Campsite Code and GTC. When the booking is made in e-mail the confirmation (also) contains the Guest's declaration on the acceptance of the Campsite Code and the GTC, which the Guest must sign and return to the Service Provider. Upon the Guest's failure to return the declaration the Service Provider is entitled to rescind the contract.

1.5 Based on the contract, the Guest shall use the services provided by the Service Provider. If the Guest submits or sends the order for the services (booking form) directly to the Service Provider, the contract between the Guest and Service Provider is established by the confirmation (acceptance of the order or booking).

1.6 The Service Provider puts the following household accessories at the Guest's disposal:

The accommodations are equipped with pots, tableware, blankets and pillows. Bed linen is included in the price (obligatory surcharge), but the guest has to provide his own towels, or you can rent it from the Service Provider. 1.7 The Service Provider renders the following basic services:

- **pitch rent:** an area of typically 60-100 m² of a specific type and situation, with electric hook-up facility, provided for the duration agreed in the contract. Each pitch can accommodate one campervan or tent, and maximum one (additional) car. In the case of certain pitches, the Service Provider may allocate a separate parking space for the car at a distance of maximum 100 m from the accommodation. Maximum 4 persons per accommodation may register. The maximum permitted amperage is 4A. No building may be established on the pitch.

- **comfort pitch rent:** an area of typically 60-100 m² of a specific type and situation, with water, sewer and electric hook-up facilities, provided for the duration of the contract. Each pitch can accommodate one campervan, and maximum one (additional) car. In the case of certain pitches, the Service Provider may allocate a separate parking space for the car at a distance of maximum 100 m from the accommodation. Maximum 6 persons per accommodation may register. The maximum permitted amperage is 4A. No building may be established on the pitch.

- **mobile cottage rent:** a mobile cottage or mobile cottage plus terrace of a specific type and situation, with water, sewer and electric hook-up facilities, provided for the duration of the contract. In the cases of certain mobile cottages, the Service Provider may allocate a separate parking space for the car at a distance of maximum 100 m from the accommodation. Maximum 4 adults and in total 6 persons per accommodation may register. The accommodation is equipped with an electric hot-water storage appliance, thus hot water for use is provided, with the proviso that when the storage runs out of hot water, until the completion of the reheating, the communal shower facilities should be used. Cooling / heating air-conditioning units are available at extra charge in low season; this equipment may be booked at the reception. In the high season from June 20 to September 1, a surcharge is required.

- **beach ticket:** a service provided for the duration of the contract, that includes no accommodation and represents a service for temporary stay in the Camp. Guests with daily, weekly or seasonal beach tickets must leave the area of the Camp every day by 18:00 hrs at the latest. The Service Provider designates areas in the Camp that may be visited with possession of a beach ticket; the beach ticket does not entitle the holder to stay in other areas of the Camp. A

parking facility for beach ticket-holders is provided in front of the main entrance of the Camp.

1.7 The Service Provider renders the following supplementary services:

- accommodation of pets
- parking for more than one car
- air conditioning
- device rental bicycle, scooter, go-kart, kayak, paddle boat, ,
- guided tours: sightseeing, sports- and health tours, angling tours
- transportation: road and water passenger transport
- animation services:

The supplementary services may be booked prior to arrival, upon arrival and during the stay, based on written agreements. The special rules applicable to the supplementary services are stipulated in the individual contracts for the supplementary services. The GTC also applies to the supplementary services; should there be a contradiction between the GTC and the individual contract for the supplementary services, the provisions of the GTC shall govern and shall be regarded as valid. 1.8. For the following festivals, the Camp is closed, and any services that may be undertaken under individual contracts are not valid for this period:

- University Closing Festival (18-21.06.2020)

1.9 For the duration of the following festivals, the Campsite will be open, but during this period, individual contracted services and Campsite policies will change. The Guest can find out about the new house rules on the Camping website.

- Harley-Davidson Festival (June 10-14, 2020)

- Zorall Beerolimpics (26-30.08.2020)

Establishment of the contract, method of booking, modification of bookings, notification obligation, manner and conditions of using the service.

2.1 The contract is established by the Service Provider's confirmation (acceptance) of the Guest's order/booking submitted in writing (e-mail, submission of form). The order / booking shall contain the Guest's data specified in section 2.3 and the type of the accommodation he wishes to use.

When a beach ticket is purchased, the contract is established by the purchase of the beach ticket.

With the exception of beach ticket purchase, bookings, agreements or modification made verbally and confirmed by the Service Provider verbally shall not establish a contract between the parties.

2.2 The Service Provider accepts accommodation bookings only by e-mail (e-mail address: info@pelsocamp.hu) or by filling in and forwarding the "Booking Form" available at the www.pelsocamp.hu website. The Service Provider accepts only provisional booking over the phone, which becomes final after confirmation by e-mail.

2.3 For booking in e-mail, the following details must be provided: name, address, telephone, number of guests, arrival date, duration of stay, requested type of accommodation (pitch - for tent or campervan), mobile cottage and mobile cottage type) and the number of car parks.

2.4 If the Guest cannot be contacted at the provided telephone number or e-mail address and/or the deposit is not paid by the due date and/or the contact details prove to be incorrect and as such it is not possible to confirm the lawfulness of the booking, the Service Provider reserves the right to cancel the booking without prior notice, and thereby the Guest's claim for the accommodation also terminates.

2.5 The booking and the established contract shall not be transferred to a third party unless approved by the Service Provider in writing.

2.6 After the submission of the booking the Service Provider shall send a "confirmation" to the Guest, which contains the following data:

- type of accommodation, type of service,
- arrival and departure dates,
- total cost of the stay in the Camp and of the services the Guest wishes to use,
- invoice for the deposit,
- "individual rental contract".

2.7 The Guest shall pay in case of mobilhome 50%, in case of pitch 100% of the service fee within 7 days (in the main season within 2 days) from concluding the contract to Service Provider as a deposit. The Service Provider checks this before letting the Guest occupy the accommodation, and if the Guest failed to meet his deposit payment obligation the Service Provider may rescind the contract without any legal consequence to it and refuse to provide the services.

2.8 The contract for the use of the accommodation is for a fixed period.

2.9 If the Guest leaves the accommodation before the expiry of the duration specified in the contract, the Service Provider is entitled to claim the full consideration for the service. The Service Provider is entitled to rent out the accommodation that was vacated before the expiry date.

2.10 The parties may prolong the length of rent specified in the contract in writing. In this case, the Service Provider may demand the advance payment of the fee for the originally booked duration in full.

2.11 The modification and/or supplementation of the contract shall be subject to a written agreement signed by the parties. The booking may only be modified subject to a written agreement concluded with the Service Provider. The modification means the cancellation of the original booking, and then – if based on the parameters of the new booking the accommodation is available – a new booking is registered. The modification of the arrival and departure dates also qualifies as a modification of the booking.

2.12 Arrival to and departure from the Service Provider's accommodations:

The Guest may occupy (check-in) the accommodations /rented property and must leave them (check-out) by the time specified in the Campsite Code.

If the Guest occupies the rented property on the arrival day before the time stipulated in the Campsite Code, 100% of the gross accommodation fee applicable to the previous night shall be charged to the Guest.

If the Guest wishes to leave the rented property on the departure day after the time stipulated in the Campsite Code, 100% of the gross accommodation fee applicable to the next night shall be charged to the Guest.

2.13 On the arrival date, the Guest shall pay a security deposit to the Service Provider upon check-in. The security deposit serves as collateral for all obligations of the Guest. The Service Provider may offset any of its claims to the Guest against the security deposit or withhold and use the security deposit for the reimbursement of the damages caused by the Guest or by persons accommodated on the basis of the Guest's booking. The security deposit does not offset against the Guest's payables or used for the reimbursement of damages, or withheld by the Service Provider for this purpose, shall be returned to the Guest upon check-out.

2.14 Upon arrival, the Guest shall sign an "individual rental contract". Should the Guest refuse to accept the conditions stipulated in the "individual rental contract", the Service Provider may rescind the contract. The Guest shall not be entitled to claim damages if the Service Provider rescinds the contract as stated in this section.

2.15 The Guest shall accept the Service Provider's Campsite Code, as well as its safety and fire protection regulation also by signing the "individual rental contract".

2.16 The Campsite Code forms an integral part of this GTC. Should there be any contradiction between the provisions of the Campsite Code and the GTC, the provisions of the GTC shall prevail.

Method of payment

3.1 The rendering of ordered services by the Service Provider shall be conditional upon the receipt of the deposit by the due date.

The Guest shall pay the deposit stipulated in section 2.7 to the bank account specified in the confirmation. The booking reference number must be indicated in the "Comments" field.

3.2 The amount of the deposit specified by the Service Provider is net of the bank transfer fee and any other bank charges that may additionally arise. These costs shall be borne by the Guest.

3.2 The Guest shall pay the rental fee and other costs payable in excess of the deposit (e.g. accommodation charge, any extras, particularly the extra charge for shore accommodation, accommodation charge for additional persons in excess of the booking, service fees) and the tourist tax by the check-in time.

3.4 In the case of certain pitches, mobile cottages designated by the Service Provider the Service Provider may demand the payment of the full accommodation charge by the date of the arrival. The list and designation of these rented properties are included in the announcement displayed at the reception of the Camp.

3.5 The consideration for the ordered services may be paid by bank transfer, in cash and by bankcard/credit card. In the case of bank transfer – unless the contract concluded with the Guest or the reservation office provides otherwise – the consideration for the ordered services shall be deemed settled when it is credited to Service Provider's bank account.

Cancellation of the Service

4.1. The Guest may cancel the service stipulated in the booking and confirmed by the Service Provider (acknowledged) in writing (rescinding). If the Service Provider receives the cancellation

a) by at least 201 days before the start of the booked period, the cancellation is free,

b) by at least 30 and not more than 200 days before the start of the booked period, the Guest shall pay a penalty of 50% of the gross fee for the full service (including the rental),

c) by at least 8 and not more than 29 days before the start of the booked period, the Guest shall pay a penalty of 60 % of the gross fee for the full service (including the rental),

d) by at least 1 and not more than 8 days before the start of the booked period, the Guest shall pay a penalty of 80 % of the gross fee for the full service (including the rental),

If the booking is cancelled on the start date of the booked period, the penalty shall be 100% of gross fee for the full service (including the rental). The Service Provider may offset the penalty against the deposit.

If the Guest does not cancel the service in advance, but on the start date of the booked period fails to register at the Service Provider by the latest check-in time stipulated in the Campsite Code, the Guest shall pay a penalty to the Service Provider in the amount of 100% of gross fee for the full service (including the rental).

The payment of penalties shall be due immediately upon the occurrence of the underlying circumstance.

4.2 The day of the cancellation shall be the day when the Service Provider receives the Guest's written cancellation (e.g. by e-mail or ordinary mail).

4.3 In the case of group order the conditions applicable to the cancellation shall be stipulated upon concluding the individual contract.

4.4 When the service is cancelled more than 14 days before the start of the booked period, the Service Provider may also demand a cancellation fee of EUR 100, i.e. one-hundred euro, in addition to the penalty specified in the GTC.

4.5 In view of the applicable penalty and cancellation fee, the Service Provider recommends the Guests to take out insurance for the cancellation of the booking with an insurer of the Guest's choice.

4.6 In case of making a reservation in Pelso Camping following 15th May 2020 for the period 2020 Summer Guests should take the current epidemic situation into consideration together with the risks deriving from the epidemic.

Guests should be aware of the fact that reservations as above restrict Pelso Camping in providing accommodation to Third parties.

Pelso Camping is entitled to apply the cancellation policy according to general terms and conditions in the cases of reservations describes above irrespectively of the occurrent measures taken by the Hungarian Authorities on the pandemic situation.

Upon the reservation process Guests accept and confirm the above described procedure.

Prices

5.1 The prices published by the Service Provider shall always include the statutory VAT prevailing and effective at the time of the publication, but do not include the tourist tax, which must be paid at the service location.

5.2 The Service Provider shall display the prices and surcharges (i.e. the increased prices applicable to the national holidays of the given year, and for other days specified by the Service Provider) at the location of the service as specified by the law. The Service Provider also publishes the service fees on its website www.pelsocamp.hu.

5.3 The fees stipulated by the Service Provider in the booking confirmation are of indicative nature, based on the then prevailing pricelist. If by the time when the service is actually used the fees applied by the Service Provider change, the Guest shall not be notified separately; the change in the fees will be announced by publishing it on the internet website, and by displaying it at the reception and in the rooms. The Guest shall pay the fee so modified.

5.4 The pricelists of the other services shall be displayed in the rooms and at the reception of the holiday cottages.

5.5 The Guest may also receive information on the price of the services before the start of the service at the reception of the holiday cottages.

5.6 The Service Provider reserves the right to change its announced pricelist without prior notice.

Special rules applicable to custom services, rented property and services

6.1 Children up to the age of 2 may use the accommodation free of charge. Between the age of 2 and 14 a reduced fee for children, specified in the price list and published in accordance with the previous section, may apply.

6.2 The accommodation charge include the fee of beach. The Service Provider operates an armband system at the accommodations. The Guest undertakes to wear the armband continuously from the day of arrival during his entire stay in the accommodation. In the absence of the armband, the Guest is not entitled to use any of the services, the Service Provider may rescind the contract and demand the payment of full service fee from the Guest.

6.3 Promotions, discounts: in any given year, the Guests may benefit from the promotions and discounts announced by the Service Provider; information on those is available at www.pelsocamp.hu.

6.4 The custom and special rules applicable to the rented property are included in the "individual rental contracts".

Pets

7.1 The entry and stay of pets in the territory of the Camp shall be governed by the provisions of the Campsite Code.

Rescinding the contract, termination of the obligation to provide the service

8.1 The Service Provider may unilaterally rescind the contract and refuse to provide the services, if:

a) the Guest uses the accommodation or facilities put at his disposal not in accordance with its intended purpose,

b) the Guest severely breaches the security or the rules of the accommodation, behaves in a reproachable manner or rudely with the employees of the Service Provider, is under the influence of alcohol and/or narcotics, behaves in a threatening, insulting or other unacceptable way,

c) the Guest suffers from a contagious disease,

d) the Guest fails to comply with his deposit payment obligation in accordance with the provision of this GTC,

e) upon the occurrence of a force majeure event.

Illness of the guest

9.1 If the Guest falls ill during the use of the accommodation service, the Service Provider shall call the emergency medical service or the ambulance upon request.

9.2 Should the Guest fall ill, the Service Provider is nevertheless entitled to the fees stipulated in the contract and it may also demand the reimbursement of its costs incurred in connection with the Guest's illness.

Rights of the Guest

10.1 Based on the contract, the Guest is entitled to use the ordered accommodation, as well as the equipment and accessories belonging to it, in accordance with their intended purpose.

10.2 The Guest may complain about inadequate provision of the Service Provider's services during the stay in the accommodation at the reception, which must be recorded in the complaints book. The Service Provider shall investigate the complaint and respond to the Guest in writing within 30 days from the date of the complaint.

10.3 The Guest's right to make a complaint shall terminate upon his departure from the accommodation.

Obligations of the Guest

11.1 The Contracting Party shall settle the consideration for the services ordered in the Contract by the due date and in the manner stipulated in the Contract.

11.2 The Guest shall observe the Campsite Code – with special regard to the safety and fire protection regulations – and generally behave in a way that does not disturb the other guests. The Guest is particularly obliged to comply with the content of the prohibitive signs displayed in the territory of the Camp (e.g. prohibiting plunging into the water, staying in the pool while it is being filled up). The Service Provider shall bear no liability whatsoever for the accidents and damages arising from the non-compliance with the prohibition.

Guest's liability for damages

The Guest shall not change the structure and equipment of the accommodation, and shall use it only with its intended purpose. The Guest shall be liable for the damages caused by the inappropriate use of the accommodation. In addition, he shall also reimburse the damages caused to other guest by his illegal or inappropriate conduct.

Parking at locations outside the allocated parking lot of the type specified in the confirmation and in the individual contract by a unique identifier, not belonging to the accommodation is forbidden.

The Guest shall acknowledge and accept that surveillance cameras are in operation in the territory of the camp, based on which any potential illegal conduct, and particularly the damages and the circumstance thereof can be proven.

The safekeeping and insurance of the properties in the mobile cottages, holiday cottages, caravans, bungalows and in the tents erected by the Guest shall be the Guest's obligation; the Service Provider shall assume no liability for those.

Service Provider's rights

If the Guest fails to comply with his obligation to pay the fee, or causes damages as specified in the foregoing, the Service Provider shall be entitled to register a lien on the Guest's property taken to the accommodation in order to secure its claims.

The Service Provider may deny entry to Guests not accepting or breaching the provisions of the Campsite Code. This right of the Service Provider also includes the denial of entry to any Guest who have breached the provisions of the GTC within 1 year from indicating his intention to enter.

Service Provider's obligations

14.1 The Service Provider shall provide the accommodation and other services ordered on the basis of the contract in accordance with the prevailing regulations.

14.2 The Service Provider shall investigate the Guest's complaint lodged in writing and respond to it in accordance with the provisions of section 10.2.

Service Provider's liability for damages

15.1 The Service Provider accepts responsibility for all damages suffered by the Guest within the territory of the Camp as a result of the Service Provider's or its employees palpable conduct.

15.2 The liability of Service Provider shall not cover the damages that occurred due to reasons beyond the control of Service Provider's staff or caused by the Guest.

15.3 The liability of Service Provider shall not extend to damages through theft, accident, storm, hail, broken tree branches, cones, illness, epidemics, allergy, fire, force majeure, etc. The Service Provider recommends the Guests to take out an insurance to cover their kits and risks.

15.4 The Service Provider may designate places in the territory of the Company where Guests are not permitted to enter. The Service Provider shall bear no liability for damages or injuries that may occur in such areas.

15.5 The Guest shall immediately report the damages suffered by him to the Service Provider, and disclose to Service Provider all data that may be necessary for clarifying the circumstances of the damage, or take the police record/initiate the proceedings of the police. If the Guest is late to report the case or provide the data, the Service Provider shall be exempted from liability for damages.

15.6 The Service Provider offers safekeeping services. The Service Provider shall be liable for valuables, securities and cash (collectively: valuables) if it has taken those from the Guest specifically for safekeeping. The handover shall be recorded in an instrument, a copy of which shall belong to the Guest. Such instrument shall serve as a proof of the Guest's having handed over his valuables to the Service Provider.

Occupying the accommodation

Upon occupying the accommodation, the Guest shall confirm in writing the acceptance of the accommodation and the movables in accordance with the inventory. The Guest shall be liable for the movables until his departure from the accommodation (e.g. in the case of wilful and unintentional damage, loss or theft).

Leaving the accommodation

Upon leaving the Camp, the Guest shall hand in the received kits (entrance cards, rented kits) to the Camp reception. The loss of the received kits shall entail the Guest's liability to pay compensation. The compensation rates are included in the flat charges displayed at the Camp reception. The leaving of the accommodation shall take place in the presence of the Camp's employee at a pre-agreed time, to check the accommodation and the movables against the inventory and the acceptance protocol, which will be registered in the handover and acceptance protocol stipulating the condition of the accommodation upon leave. The Guest shall hand over the accommodation in a tidy condition. Upon the Guest's failure to clean the accommodation, the Guest shall pay a cleaning charge of EUR 30 based on the Camp's decision.

Data protection

17.1 The Service Provider shall protect the Guest's data obtained by it in particular from unauthorised access, change, forwarding, unauthorised disclosure, deletion or destruction, and accidental destruction or damage.

Access to the personal data disclosed by the Guest may be permitted to the Service Provider's staff. The Service Provider shall not disclose the personal data to third parties other than stipulated above. This does not apply to the statutory, mandatory forwarding or supplying of data. In the case of individual administrative requests, the Service Provider shall inspect in respect of each request whether the legal basis for the data forwarding indeed exists.

The Service Provider shall not disclose any personal data to third parties in the absence of the respective person's prior and express consent.

The Guest shall acknowledge that the Service Provider is obliged, under powers set by the law, to disclose personal data to the requesting authority, if the statutory conditions thereof exist. The Guest shall not raise an objection against the data supply based on law, administrative or court resolution.

17.2 Data protection declaration: the Service Provider regards the protection of personal data during its activity as a matter of key importance. It shall manage the personal data disclosed to it in all cases in accordance with the prevailing laws, ensure the safety thereof and take the technical and organisational measures, and develop the rules of procedure necessary for complying with the law.

The data protection declaration is formulated based on the prevailing laws, with special regard to the Act on Data Protection, Directive 95/46/EC, Act CVIII of 2001 on Certain Aspects of Electronic Commerce and Information Society Services and Act CXIX of 1995 on the Use of Name and Address Information Serving the Purposes of Research and Direct Marketing.

17.3 During the activity of the Service Provider, the management of personal data is always based on voluntary consent. It shall use the data of the Guests, in accordance with the Data Protection Act, only for the purpose of contracting, invoicing, claim enforcement and its own advertising purposes.

17.4 The stakeholder may request information on the management of his personal data, ask for correcting his personal data – with the exception of the data the management of which is prescribed by the law – at the contact point of Service Provider specified herein.

17.5 Upon the stakeholder's request, the Service Provider shall provide information on the data managed by it, the purpose, legal basis and duration of the data management, the name and address (registered office) of the entity managing the data, its activity related to data management and the persons to whom the data are or were disclosed, as well as the purpose of the disclosure. The Service Provider shall provide the information within the shortest time from the submission of the request, but not longer than within 30 days, in an easy-to-understand form for no charge.

The Service Provider shall adjust incorrect personal data based on the stakeholder's written request.

The Service Provider shall delete the personal data in the cases stipulated by the Act on Data Protection.

It shall notify the stakeholder, as well as those entities to which it has previously forwarded the data for management, about the correction or deletion. The notification may be omitted if this does not prejudice the stakeholder's legal right with regard to the purpose of the data management.

The stakeholder may bring a court action against the entity managing his data upon the violation of his rights.

The Service Provider shall reimburse the damages caused to others by the illegal management of the stakeholder's data or the violation of the requirements pertaining to technical data protection. The entity managing the data shall be exempted from the liability, if it proves that the damage was attributable to a reason beyond its control outside the data management. No liability for damages lies if it is attributable to the wilful act or gross negligence of the injured party.

17.6 Complaints for legal remedy may be lodged with the Hungarian National Authority for Data Protection and Freedom of Information at the following address:

Name: Hungarian National Authority for Data Protection and Freedom of Information (Nemzeti Adatvédelmi és Információszabadság Hatóság)

Address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c.

Disclaimer

18.1 By using the services available on the Service Provider's website, the Guest accepts the conditions listed here. The Service Provider has made all reasonable efforts to ensure that all information appearing on the website is accurate at the time when uploaded. Nevertheless, the Service Provider takes no responsibility for, whether express or implied, nor warrants the information provided through the website, and reserves the right to make changes and corrections thereto, or terminate the website and the information provided there – in part or in full – at any time, without prior notice.

18.2 The Service Provider takes no responsibility for any inaccuracy or deficiency that may occur on the website. The offers are not legally binding and represent no obligation whatsoever for the Service Provider in any form. Any decision based on the information appearing on the website is at the user's sole responsibility.

The Service Provider takes no responsibility for any loss or damage arising from the access or the impossibility to access the website or any information appearing there, or from the loss or damage arising from the use of it.

The Service Provider takes no liability for the contents created, forwarded, stored, made accessible or published by third parties linked to the Service Provider's website or where its website contains a link to.

18.3 The Service Provider does not guarantee that the access to the website will be continuous or free from errors. The Service Provider shall not be liable for damages, losses or costs arising from the use of the website, its condition unfit for use, its malfunction, breakdown or from the illegal change of the data by anyone, or from the delay in forwarding information, computer viruses, connection or system error or similar reason.

The Service Provider shall treat the identity and data of its Guests, partners and other customers, and the information on the business relation as business secret. Exemption from the management of such data as business secret may only be given by the respective data provider. The Service Provider shall treat all data received via the internet with the same level of protection it applies to data received through other channels.