

§ 1 Preamble

CASAMUNDO GmbH (hereinafter referred to as "CASAMUNDO") operates an Internet platform located at www.casamundo.de, on which holiday accommodation in Europe and the USA is advertised.

Contractual partners (hereinafter referred to as "Landlords") of CASAMUNDO can offer their holiday accommodation for rent via the Internet platform.

CASAMUNDO handles advertising, arranging the conclusion of a contract between the Landlord and the customer (Tenant), the execution of the contract and collecting the fee for the holiday.

§ 2 Object of the contract

1. CASAMUNDO is not subject to instructions of any kind with respect to the presentation of the holiday accommodation on the Internet platform. CASAMUNDO may, at any time, design, advertise or further develop the Internet platform at its discretion and also advertise and place the holiday accommodation using channels outside of its platform.
2. The following contractual terms and conditions apply for all contracts concluded between CASAMUNDO and the Landlord as well as all inquiries and bookings received via CASAMUNDO's Internet platform, which are realised during the term of the contract.
3. The terms and conditions, which the Landlord expressly acknowledges and which are enclosed in the annex, apply in the contractual relationship between the customer and the Landlord. They are made available to the customer on the Internet platform during the booking process.

§ 3 Conclusion and term of the contract

1. The contract between CASAMUNDO and the Landlord is established with the submission of the online registration form on the Internet platform by the Landlord.
2. The contract takes effect on the day of registration and is concluded for an indeterminate period.
3. Only accommodation in countries already listed on the Internet platform can be offered for rent.

§ 4 Termination

1. Orderly termination of the contract by the parties is possible with a notice period of one month to the end of the month. Termination may be submitted by e-mail, fax or a letter.
2. This does not affect the right to terminate for good cause.
In this case, CASAMUNDO reserves the right to delete the Landlord's advertisement and to block his access to the Internet platform.
3. Termination or any other ending of the contract does not affect existing rental contracts. The Landlord undertakes to make the holiday accommodation available as booked by the customer.

§ 5 Prices and conditions

1. CASAMUNDO shall charge the Landlord an advertising and placement commission in the amount of 12 % of the rental fee with the addition of statutory value added tax per booking placed by CASAMUNDO. CASAMUNDO shall also charge an annual fee in the amount of € 75.00.
2. CASAMUNDO shall process bookings and handle the collection of the fee for the holiday accommodation and/or cancellation fees including reminders for any outstanding receivables on the Landlord's behalf.
CASAMUNDO shall advise the Landlord if the receivable could not be recovered despite

issuing a payment reminder. The Landlord is free, at his own cost, to assert the receivable through the engagement of an attorney and/or before a court.

3. The Landlord is responsible for receiving customers at the respective location and collecting the payments due on location.
4. A reduction of the rent, termination and other changes to the contract shall not affect CASAMUNDO's entitlement to the commission; the advertising and placement commission is calculated according to the originally agreed rental fee.
5. If the customer withdraws from the contract, the Landlord shall be paid the cancellation fee, which the customer paid to CASAMUNDO, less the advertising and placement commission after the original period booked has passed.
If the cancellation fee amounts to 50 % or more of the holiday fee, the full commission shall be charged. If the cancellation fee amounts to less than 50 %, CASAMUNDO shall charge a pro-rated commission corresponding to the percentage of the cancellation fee. The amount of the cancellation fee is indicated in the general terms and conditions, which regulate the contractual relationship between the customer and the Landlord.
6. The entitlement to the cancellation fee is forfeited if the holiday accommodation is rented out to other customers during the originally booked timeframe or if the Landlord himself arranges a booking thereof.
7. If a customer extends his stay, CASAMUNDO shall process this transaction and bill the fee; the advertising and placement commission will be charged based on the total rental fee.
8. CASAMUNDO shall promptly transfer to the Landlord the customer's deposit less the advertising and placement commission upon receipt. The remaining payment will be made following the arrival of the customer. In the event of bookings on short notice, the entire rental fee less the advertising and placement commission will be transferred after the arrival of the customer.
9. Payment can only be made in the form of a bank transfer to a checking account.
Any costs incurred must be covered by the Landlord for transfers to international accounts.
10. CASAMUNDO is entitled to offset due receivables vis-à-vis the Landlord against the payments of the commission to the Landlord. The Landlord does not have a right to refuse performance vis-à-vis the customer, even if the Landlord contradicts such set-off.
11. The annual fee is due for payment within 14 days after the invoice is issued. If the amount is not received 21 days following the invoice due date, CASAMUNDO is entitled to terminate the contract without notice and to delete the Landlord's account.

§ 6 Content of the advertisement

1. The Landlord will be informed of the placement of the advertisement on the Internet platform, which was created by CASAMUNDO based on the data he provided, and undertakes to verify the completeness and accuracy of the data within 2 calendar days.
2. The Landlord undertakes to provide all information on his holiday accommodation in a truthful and complete manner. In addition to the text, the description should in particular contain a list of features, photos of the exterior and interior of the property, exact information regarding the location, availability and price as well as information on ancillary costs and special seasonal aspects.
3. The Landlord shall ensure that he only uses information and graphic material in his advertisement, for which he holds the necessary copyrights, rights of use and rights of exploitation.
4. The Landlord assumes sole responsibility for the constant accuracy of the accommodation and contact data, prices and availabilities, bank details and any obligation to pay value added tax and must make any changes in this respect immediately.
5. If the holiday accommodation, its furnishings, surroundings or other significant aspects

change in the time following booking by a customer and beginning of the holiday, the Landlord must promptly inform CASAMUNDO of these circumstances.

6. Referrals to other holiday accommodations are only permissible if they are also offered on CASAMUNDO's Internet platform.
7. The Landlord is prohibited from referring to private or commercial websites or other contact data in his advertisement. If this clause is breached, CASAMUNDO may immediately block the advertisement and reserves the right to immediately terminate the contract.
8. The Landlord undertakes to specify gross prices in Euros in accordance with the German Price Indication Ordinance (PAngV) as final prices (e.g. including final cleaning etc.). Ancillary costs dependant on consumption or services for optional booking must be specified separately. The Landlord undertakes to generally not undercut the prices posted on CASAMUNDO. Exceptions require a written agreement.
9. CASAMUNDO reserves the right to verify the information provided by the Landlord, to cut or edit content and to block the advertisement if contractual duties are breached.
10. The Landlord consents to his holiday property being registered on Google Places to help the customer determine the position of the property. Google Places is an online service, which consists of entries on Google maps. CASAMUNDO shall create and manage the free account on Google Places for the Landlord, if the Landlord does not have such an account already. No costs or additional time have to be spent by the Landlord in this respect. The Google Places account will be created with the name and address of the holiday property as well as CASAMUNDO's website and service number. CASAMUNDO reserves the right to provide additional information in the account, e.g. the holiday property, information relating to the holiday region or leisure activities.

§ 7 Expiry

1. The Landlord may occupy the holiday accommodation himself or rent it out to other customers. If this is the case, he must immediately specify the dates of occupancy on the Internet platform; otherwise the booking made via CASAMUNDO shall have precedence. If the Landlord fails to enter the own allocated timeframe, which results in the refusal of the customer inquiry or if a booking is cancelled before the arrival of the customer and this is attributed to the Landlord, CASAMUNDO shall charge an expense fee amounting to 12 % of the holiday fee in the amount of no less than 50 Euros.
2. The customer shall receive a preliminary confirmation of booking from CASAMUNDO after submitting his booking request. Said confirmation will also be forwarded to the Landlord, who shall provide CASAMUNDO with written confirmation hereof in no more than 2 calendar days.
If, however, deadlines conflict or in the event of double bookings, the booking generated via CASAMUNDO shall have precedence.
3. The Landlord or his representative shall hand over the holiday accommodation on the date agreed in the contract with the customer, in the contractually agreed condition and including any additional services booked (e. g. linen, cot etc.).
4. If a damage deposit is agreed under contract, the Landlord shall see to the settlement of said deposit with the customer on location.
5. CASAMUNDO shall inform the Landlord of booking requests, changes and cancellations via e-mail and as an exception, by phone in the event of circumstances that become known on short notice.

The Landlord undertakes to regularly check his e-mails so that he or a representative he identifies is able to respond to CASAMUNDO within 2 calendar days. He also undertakes to be available for being contacted by phone by CASAMUNDO during regular business hours. In the event of prolonged absence, he shall ensure that a representative is available, whom he has

identified to CASAMUNDO in advance. If the customer contacts the Landlord directly, the Landlord shall promptly advise CASAMUNDO of this.

6. The parties shall promptly forward any complaints by the customer to one another. CASAMUNDO shall support the customer and Landlord in reaching an amicable consensus. The defence, assertion and regulation of claims resulting from the tenancy are the sole responsibility of the Landlord.

§ 8 Privacy

1. The Landlord undertakes to not forward customers placed by CASAMUNDO any advertising and to treat all customer data in a confidential manner and, in particular, to not share their data with third parties.
2. CASAMUNDO reserves the right to save the Landlord's information and to use it for the purpose of marketing and in order to further develop the services offered. The Landlord shall grant his express consent to such data processing.
3. The Landlord shall transfer to CASAMUNDO the unrestricted right of use and exploitation to all texts, images and other data provided to CASAMUNDO for the duration of the contractual term, particularly for the purpose of advertising.
4. CASAMUNDO shall guarantee that it will not share the specified data with third parties.

§ 9 Exclusion of liability

1. The Landlord is liable for all consequences resulting out of a breach of contract or the violation of third-party rights attributed to the content of ads. He shall release CASAMUNDO from any obligation to provide compensation and any other claims.
2. If legal action is directly brought against CASAMUNDO by a customer or third party, the Landlord undertakes to reimburse all costs resulting therefrom, including those of legal defence.
3. CASAMUNDO assumes no liability for damage of the Landlord's property caused by the customer or third parties.
4. CASAMUNDO is not liable for the loss of the data provided to the extent this loss could not be avoided despite adequate data security.
5. CASAMUNDO shall ensure that the Internet platform is continuously available. Any brief downtime, particularly downtimes due to technical problems, does not entitle the Landlord to reduce the commission and also does not lead to claims for compensation or a reduction of fees to the extent this is not attributed to intent or gross negligence. The amount of the entitlement to compensation is limited to the value of the order.

§ 10 Closing provisions

1. If individual provisions of this contract are invalid or unenforceable or if they become invalid or enforceable after the contract is concluded, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision, which comes as close as possible to fulfilling the economic purpose, which the parties originally intended to fulfil with the invalid or unenforceable provision. The above provisions apply accordingly in the event of gaps in the contract.
2. In the event of disputes and discrepancies resulting from this contract, the parties shall seek to find an amicable solution. In the event of a dispute before a court, Hamburg is the agreed place of jurisdiction; CASAMUNDO is furthermore entitled to file action at the Landlord's general place of jurisdiction.
Only German law shall apply.

3. CASAMUNDO reserves the right to change these general business terms and conditions. The Landlord will be informed of any changes in a timely manner and in an adequate form. Consent is considered granted if the Landlord does not object within a period of 2 weeks, despite having received the information that this will be considered as implied consent.