

***This is a translation from German and is for reference purposes only – please note that only the original German version is legally relevant***

#### 1. Definitions

blue danube apartments (subsequently 'BDA') appears as host which accommodates guests against payment. A guest is a natural person, who takes accommodation up. Usually, the guest is contracting party at the same time. Also other persons, who are travelling with the contracting party can be regarded as guests (e.g. family members, friends etc.). Contracting party: Is a natural or legal entity, which concludes an accommodation contract as a guest or for a guest. Accommodation contract: Is the contract concluded between BDA and the contracting party, and its contents will be regulated in further detail within this document.

#### 2. Validity

These general terms and conditions (AGB) are valid for all services which BDA provide for the contracting party. All services will be carried out by BDA exclusively according to these terms and conditions, contradicting conditions of the contracting party will not be recognized by BDA.

#### 3. Conclusion of Contract

The accommodation contract comes off by the acceptance of the booking of the contracting party by BDA. BDA is entitled to confirm the accommodation contract on the condition that the contracting party carries out a pre-payment. In this case BDA is obligated to refer the contracting party to the demanded pre-payment before the acceptance of the written or verbal booking. The pre-payment is regarded as a partial payment.

#### 4. Reservation, booking and payment

The order process usually consists of inquiry, reservation and booking. Inquiry and reservation are noncommittal for both parties. The booking is binding for both parties, and with the confirmation the accommodation contract comes off. Inquiries and reservations can be performed by the contracting party over the website of BDA, by telephone or by email. BDA issues a reservation confirmation to the contracting party, usually to its email address. The accommodation contract comes off, once the prepayment has been effected as per the booking confirmation. BDA issues a confirmed booking confirmation to the contracting party, usually at its email address. The payment of the remainder as well as the deposit by the contracting party has to take place at the latest at the time of the check-in / handover of keys. Payments can be accomplished by the contracting party by means of bank transfer to the account of BDA, by means of a valid credit card or in cash. All bank charges of transfers will be for the account of the contracting party. By transfer of credit card number, expiration date and name of the card owner the contracting party explains itself expressly and irrevocably in agreement with the fact that BDA will deduct the agreed upon amount in EUR from the credit card account.

#### 5. Cancellation of the accommodation contract - cancellation fee

Resignation and cancellation of an agreement by BDA

Until at the latest 3 months before the agreed day of arrival the accommodation contract can be dissolved by BDA by unilateral declaration. Any pre-payment is to be paid back to the contracting party by BDA. All expenses in connection with this repayment will be for the account of BDA. If the fulfillment of a contract becomes impossible by an event which can be rated as the higher force (e.g. elementary events, strike, lockout, official orders etc.), BDA can dissolve the accommodation contract at any time without notice and without compensation.

#### Cancellation by the contracting party - cancellation fee

Until at the latest 30 days before the agreed day of arrival of the contracting party the accommodation contract can be dissolved by unilateral declaration by the contracting party without obligation to paying a cancellation fee. Any pre-payment is to be paid back to the contracting party by BDA. All expenses in connection with this repayment will be for the account of the contracting party.

In case of a cancellation up to 10 days prior to the agreed day of arrival BDA will retain the pre-payment and convert the amount into a voucher of same value as the pre-payment. This voucher can be used for a future reservation at BDA, and has a validity period of one year. With a cancellation within 10 days prior to the agreed day of arrival or in the case of a no-show the contracting party is obliged to pay the full amount in accordance with the booking confirmation.

#### 6. Beginning and end of the accommodation, key delivery, deposit

The contracting party has the right to check into the booked apartment from 4pm on the agreed day of arrival. Upon arrival and after payment of the total booking fee by the contracting party the keys are handed out to the contracting party. Likewise the contracting party has to pay a deposit or alternatively a credit card is accepted to secure the deposit. Check-out time on the day of the departure is to 10am. BDA is entitled to charge a further day if the apartment is not evacuated within the prescribed period. Upon departure the keys have to be handed over to BDA, and if the apartment is in proper condition and no damage or losses occurred during the stay of the contracting party, BDA will pay back the deposit to the contracting party.

#### 7. Provisions in case of unavailability of accommodation

BDA can assign an adequate alternate accommodation (comparable quality) to the contracting party and/or the guests, if this is reasonable, particularly if the deviation is slight and is justified. A material justification is given for example if the apartment is damaged or became unusable or other important operational measures cause this step. Additional costs for the alternate accommodation are for the account of BDA.

#### 8. Rights and obligations of the contracting party

With the conclusion and fulfillment of the accommodation contract the contracting party has the right to use the rented apartment. All guests have the obligation to treat the apartment and its inventory with care as if it would be their own property. Also, the guests commit themselves to adhere to the rules of the house. The contracting party takes over all costs of the recovery of damage, which is caused by it deliberately or by inappropriate treatment (e.g.: Fire-pure, damage or rough contamination of furniture/textiles, glass break, etc.) in full.. The contracting party is obligated to pay at the latest at the time of the check-in the full amount of the rent as well as the

deposit. In case of loss of a key the guest has to cover the costs of the installation of a new lock, including 6 keys. The contracting party is liable for all damage, caused by him or other guests. The contracting party has to grant access to the apartment for assigned contractors and members of staff of BDA at any time for inspections, cleaning or repairs. BDA will consider the privacy of the guests in the best possible way and will announce requirements to access the apartment accordingly. The contracting party is not entitled to sublet the apartment to other persons. BDA will not assume liability for valuables kept in the apartment by the contracting party. Guests are using apartment as well as all items and devices of the apartment at their own risk.

#### 9. Rights and obligations of BDA

BDA is obligated to perform services as per agreement in the accommodation contract. The liability of BDA for easy negligence is excluded. In case the contracting party is an entrepreneur the adhesion also for rough negligence is excluded. In this case the contracting party carries the burden of proof for fault. Damages or indirect damage as well as loss of profit will not be compensated. BDA is not responsible for theft, loss or damage of property or injuries and illnesses of the guests.

#### 10. Obligation to register

The Austrian registration act prescribes that every person taking accommodation has to be registered. For this purpose each guest has to fill out and sign the guest sheet upon arrival. Spouse, registered partner and children can be included in the registration and do not have to fill out a separate guest sheet. The guest sheets are kept by BDA and will be handed over to the entitled authorities only. Only guests who have been registered are entitled to use the apartment.

#### 11. Place of delivery, area of jurisdiction

Place of delivery is Vienna. The accommodation contract shall be governed in accordance with Austrian law under exclusion of the rules of international private law (in particular IPRG and EVÜ) as well as UN-law.

The exclusive jurisdiction of the Courts of Vienna, Austria for resolution of any disputes arising out of or concerning the accommodation contract is agreed by all parties.

#### 12. Severability

If any provision of these conditions shall be deemed unlawful, void or unenforceable, that provision shall be deemed severable from these conditions, and shall not affect the validity, nor prevent enforcement, of any other part of these conditions.