

General usage conditions for registration and placement of user contents via the HolidayCheck Business Center

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Below, you will find the usage conditions of

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for the HolidayCheck Business Center.

They are broken down into the

- A. Usage conditions for registration for the Business Center
- B. Usage conditions for placement of user contents via the Business Center
- C. Presentation of user content and calculation of statistics

A. Usage conditions for registration for the Business Center

1. Registration

- (1) Setting up a Business Center account (registration) and the connected option of accessing one or several hotel profiles is possible for representatives (hereinafter: „Users“) of tourist accommodation operations (hereinafter: „Hotels“).
- (2) Users who register and subsequently request access to one or several hotel profiles represent that they were authorized to maintain the profiles on the HolidayCheck platforms by the authorized party.

2. Obligations

- (1) Every User commits to providing correct and complete information in the scope of his registration and to specifically not violate the rights of any third parties. Violation of third-party rights is present, among others, when personal data or other data of third parties are used without their approval, e.g. the name or the email address. Registered Users can have their registration information changed or updated at any time.
- (2) The registered Users are responsible for confidential treatment of the access credentials assigned to or chosen by them (in part. their password) and they are responsible both towards HolidayCheck AG and towards third parties for their use. All registered Users are obligated to inform HolidayCheck AG about any loss or unauthorized use of their access credentials without delay. HolidayCheck AG is authorized to block access to the services requiring registration on the websites and apps of HolidayCheck AG if there is a suspicion that the password is used by unauthorized third parties; the User shall be informed about this.

3. Consequences at violation of obligations

- (1) In case of violation of these usage terms, HolidayCheck AG may temporarily or permanently exclude the User from use of the offer.
- (2) In case of culpable violation of these usage conditions, the User is also liable towards HolidayCheck AG by law for replacement of any resulting direct and indirect damage, including financial damage. Any other claims are reserved.

4. Termination / End

- (1) The registration for the Business Center may be ended at any time without complying with any period of notice by emailing service@holidaycheck.com. This shall not delete the hotel profile from the HolidayCheck platforms.
- (2) HolidayCheck AG is happy about every active User, but reserves the right to terminate the registration without complying with any period of notice and without giving any reasons.
- (3) In case of termination or any other end of the contract, HolidayCheck AG shall have the right, but not the obligation, to block or delete user contents entered by the User.

5. Data Privacy Information

Information on data privacy can be found in our [privacy policy](#).

B. Usage conditions for placement of user contents via the Business Center

1. Publication option

HolidayCheck AG grants representatives of tourist accommodation operations the option of publishing certain contents regarding their own operations on the HolidayCheck platforms so that other Users can view them. This option is generally provided free of charge. It may be revoked at any time regarding individual or all contents, i.e. HolidayCheck AG shall have the right to delete contents.

2. Obligations of the Users

- (1) The User commits to not publishing any contents that are untrue, punishable or illegal or that violate any third-party rights, e.g. copyright, marking, patent, trademark or neighboring rights, personality rights, data privacy rights or property rights.
- (2) No User must send any data that may impair the function of the computer systems of HolidayCheck AG or of any third parties or violate their rights when using the offer or save them on any data carrier of HolidayCheck AG due to their type or properties, size or amount (e.g. viruses, Trojans, spam emails, etc.).
- (3) Regarding the uploading of images and information texts, the User specifically commits to observing the precise and correct assignment of the information to a hotel.
- (4) Regarding commenting on ratings, the User specifically commits
 - to ensure the precise and correct assignment of his comment
 - to not enter any contents that are untrue
 - to not make any value statements in which personal defamation is the focus or that are to mostly serve any other purpose than that of publishing a professional reaction to a guest opinion,
 - to not violate any person's personality rights by identifying presentation.

(5) The User commits to complying with the rules recorded in the [HolidayCheck Code of Conduct](#) and therefore specifically

- not to exert any unfair influence on the opinions stated by his guests
- not to promise any benefits for making positive ratings
- not to write any own ratings or having them written

In case of violation of the HolidayCheck Code of Conduct or manipulation of any kind, HolidayCheck reserves the right to take measures. These shall include, for example:

- Warning notes on the hotel profile
- Blocking the option to make ratings on site
- Legal steps

(6) It is recommended that the Users make backup copies of any contents that the User publishes or provides on the HolidayCheck platforms on the User's own computer system, since HolidayCheck AG is not liable for data loss.

3. Quality features for user content

Quality requirements for posting user content can be found [here](#).

4. Procedure for the authentication of user content

- (1) HolidayCheck AG carries out a multi-stage process to ensure the authenticity of user content. In a first step, the authenticity of user content is analyzed by automated procedures after submission by the respective user and before publication on the HolidayCheck platforms.
- (2) If a violation of the terms of use is detected by this automated procedure in accordance with paragraph 2, HolidayCheck AG employees will check the authenticity of the user content individually before it is published. If it is determined during the check that user content is not authentic or violates the terms of use, it will not be published. HolidayCheck AG will inform the respective user by e-mail and explain why the publication of the user content was rejected.
- (3) If, in the opinion of HolidayCheck AG, doubts arise about the authenticity of user content after it has been published, it will be removed from the HolidayCheck platforms immediately. HolidayCheck AG will also inform the respective user by e-mail and explain the reasons for the non-publication or what information and evidence is necessary to carry out the verification procedure and to be able to publish the user content again.

5. Restriction of the provision of content

- (1) If user content violates the terms of use or applicable law, it will be removed by HolidayCheck AG. HolidayCheck AG will inform the respective user by e-mail and explain why the publication of the user content was rejected. If the user is of the opinion that the removal is not justified, he or she may lodge an objection.
- (2) In the event of significant or repeated violations of the terms of use, HolidayCheck AG has the option of temporarily or permanently blocking individual functionalities for users. In addition, registered accounts can be completely deactivated. Various factors such as the number, type and severity of the violations are taken into account when deciding whether to block individual functions or an account. As a rule, users are warned before being blocked. In the event of a warning or the blocking of individual functions or the account, the respective user will be informed by email.

- (3) If, in the opinion of HolidayCheck AG, there are reasons that justify an immediate suspension, no prior warning will be issued. HolidayCheck AG assumes that this is the case, for example, if a court or official order has been issued, if a suspension of the service has been threatened due to previous violations or if crimes against life and limb or other serious crimes have been called for.
- (4) If the user is of the opinion that the blocking is not justified, he or she may lodge an objection.
- (5) HolidayCheck AG is obliged to take one of the above measures if it is requested to do so by an administrative or judicial authority.
- (6) HolidayCheck AG has the option of temporarily suspending the processing of reports from users who repeatedly report abusive content following a warning. The decision as to whether or for how long the processing of reports is suspended depends on various factors, e.g. the type and frequency of the abusive reports.

6 . Granting of Rights

- (1) The User shall grant HolidayCheck AG the right to save any User contents placed by him free of charge on a non-exclusive basis without restrictions in time and space, to reproduce them and to publish them in any location on the media subject to its responsibility, in particular to make them publicly accessible or to otherwise present them in public.

HolidayCheck AG shall also have the right

- to use the contents for the purpose of advertisements and PR (in any media) for its own offers and for tourism offers of third parties,
- to sublicense the usage rights to any third parties if and as far as use of the contents on third-party online platform requires that HolidayCheck AG grants third parties rights in the contents in turn;
and
- to sublicense the contents for the above purposes to companies of HolidayCheck Group affiliated with HolidayCheck AG.

For this, HolidayCheck AG may also process the User contents while preserving any author's personality rights (in part. by abbreviating, cutting, reformatting, translating or applying comments/notes to pictures/videos).

- (2) The User warrants that he is the holder of the required rights, in particular copyrights, in the User contents in order to grant HolidayCheck AG the rights according to paragraph (1). It shall be the User's sole responsibility to acquire the necessary rights for placing User contents in the offer of HolidayCheck AG.

7 . Indemnification

The User commits to indemnifying HolidayCheck AG against any third-party claims, including any appropriate fees for legal defense, that result from culpable violation of the User's obligation according to item 2 or the warranty according to item 3(2). The User shall support HolidayCheck AG in defense against such claims, specifically by provision of any information required for defense.

C. Presentation of user content and calculation of statistics

The manner in which user content is presented and statistics are calculated on the HolidayCheck platforms is entirely up to HolidayCheck AG (within the framework of the relevant legal

requirements). HolidayCheck AG may, at any time, modify the presentation of user content and the calculation of statistics.

D. Complaints about user content

1. Reporting of content

- (1) All users of the HolidayCheck platforms have the opportunity to report content. HolidayCheck AG employees check all reports individually.
- (2) If further information is required from the user who created the reported content, e.g. proof of stay, this user will be contacted by e-mail.
- (3) If the employees of HolidayCheck AG, if necessary after consultation with the user who created the content, recognize no violations of the terms of use or no clear violations of the law, the user content remains published.
- (4) If violations of the terms of use are detected or HolidayCheck AG does not receive sufficient feedback in response to queries, the user content will be removed. HolidayCheck AG will inform the respective user by e-mail and explain why the publication of the user content was rejected.
- (5) If the user is of the opinion that the removal is not justified, he or she may lodge an objection.

2. Procedural rules for an internal complaints management system

- (1) If HolidayCheck AG detects violations of the terms of use, user content will be removed or individual functions for users or entire accounts will be blocked. As a rule, it is possible to request a review once within 6 months:
 - Users are informed of the decision as to whether user content will be removed following a report of potential legal violations. If the reporting user does not agree with the decision, they can usually request a new review.
 - If individual functions or an account are temporarily or completely blocked, the user concerned can request a review of this decision.
 - If user content is removed due to legal violations or violations of the terms of use, HolidayCheck AG will inform the user who created this content by e-mail. If the user is of the opinion that the content was wrongly removed, a review of the decision can be requested.
 - If the processing of reports is temporarily suspended due to misuse, the respective user can request a new review.
- (2) Information on how to request a reconsideration can be found in the email in which HolidayCheck AG informs the user about the respective decision.
- (3) Requests for reconsideration are processed individually by experienced HolidayCheck AG employees. If they determine that the objection is justified, the respective decision will be reversed immediately.
- (4) In addition, users within the EU have the option of contacting a certified out-of-court dispute resolution body. As soon as detailed information on the respective bodies and the exact procedure is available, it will be published here.
- (5) Irrespective of this, users have the option of asserting their claims in court.