

Legal notice

Company name:

Marco Polo Club Alpina Betriebs- und Verwaltungs GmbH

Address:

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VAT No.: ATU39043708

Commercial register no.: FN 61692z

Company court: Landesgericht Salzburg

Duty to inform according to E-Commerce Law (ECG): www.wko.at

Bank details:

Bank: Raiba Maria Alm

IBAN: AT44 3505 3000 2609 8269

BIC: RVSAAT2S053

Liability note:

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Data privacy statement

1. Scope and Applicability

The Marco Polo Club Alpina Betriebs- und Verwaltungs GmbH owns and operates this website (hereinafter referred to as the "Website").

This privacy policy (the "Data privacy statement") sets out how the Company uses and protects any information that you (the "User") provide to the Company when you use this Website. It applies in connection with the terms of use of the Website (the "Terms of Use").

The Company reserves the right to amend this Data privacy statement at any time without prior notice. Only the current Data privacy statement shall apply.

2. Data the Company collects from the User

2.1 General

In the process of the User's usage of the Website, the Company collects certain data from the User and uses such data for different purposes. The type of data collected by the Company and the Company's usage of such data depend on the data in question. In that regard, this Data privacy statement differentiates between the following categories of data (all as described in this Data privacy statement; see below for more information on which data is collected and how such data is used):

- Anonymous Data
- Log Data
- Personal Data

2.2 Anonymous Data

Anonymous data collected by the Company includes the following ("Anonymous Data"):

- The browser type and version
- General information regarding the operating system
- The current date and time

2.3 Log Data

Each time the Website is accessed (including each time a file is downloaded from the Website), data relating to such access by the User is saved in a log file (the "Log Data"). The Log Data includes in particular:

- Site from which the accessed file was requested by the User
- Name of the file requested
- Date and time of the request
- Amount of data transferred
- Status of the access (e.g. file transferred, file not found, etc.)
- IP-address data

2.4 Personal Data

The Company collects personal data of the User, i.e. information that permits the Company to identify the User. The collection of such personal data from the User is limited to data that the User has provided to the Company voluntarily by entering such data in respective input fields on the Website and data relating to the User's interests and preferences obtained and interpreted from the User's actions on the Website (collectively, "Personal Data"). Such Personal Data includes in particular:

- Name (first name)
- Surname (last name)
- Job Title
- Post address
- E-Mail address
- Company
- Country
- Language
- Phone no

3. Usage of the collected Data by the Company

3.1 Anonymous Data

The Anonymous Data is used to anonymously analyze the usage of the Website and for related anonymous statistical purposes only.

3.2. Log Data

Log Data is used exclusively for the operation of the Website. The usage of Log Data as Anonymous Data according to this Data privacy statement, however, remains reserved.

3.3. Personal Data

The Company uses the Personal Data for the following purposes:

- To get in touch with the User due to and based on the User's request.
- Customization of the Website and its products (including the selection of advertisements displayed to the User on the Website and elsewhere), all according to the interests and preferences of the User.
- General improvement of the products and services of the Company.
- The Company may send promotional emails about new products, special offers or other information which the Company thinks the User may find interesting based on its usage of the Website using the email address and other contact data which the User has provided.
- From time to time, the Company may also use the Personal Data to contact the User for market research purposes.
- Internal record keeping.

The Company will only use the Personal Data in accordance with this Data privacy statement. However, the Company reserves the right to use the Personal Data for other purposes, provided such usage for other purposes is mandated or permitted by applicable law.

If the User does not want the Personal Data to be used for marketing purposes by the Company, the User may notify the Company accordingly at any time, and the Company will then stop using the Personal Data for such purposes.

4. Control of Personal Data

The User has the right to request information about what Personal Data the Company has saved in relation to such User. The User may also request that such Personal Data is corrected or deleted and the User may at any point opt out of the Company using Personal Data for the purposes outlined in this Data privacy statement. Such requests shall be addressed to: office@alpina-hinterthal.at.

5. Analytics Software

5.1. General

The Website uses analytics software. Currently, the Website uses to main web analytics services:

(1) econda Analytics and (2) Google Analytics.

5.1.1 Econda

econda Analytics, a web analytics service provided by econda GmbH ("econda"). econda Analytics uses Cookies (see below for more information about Cookies). econda Analytics uses cookies to tailor the design and optimize this website. As a result, anonymized data is collected and stored, and usage profiles are created from these data using pseudonyms. For this purpose, cookies can be used to enable the recognition of an Internet browser.

5.1.2 Google Analytics

Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses Cookies (see below for more information about Cookies).

The information generated by the Cookie about the Users use of the Website (including the IP address of the User) will be transmitted to and stored by Google on servers in the United States. Google will truncate/anonymize the last octet of the IP address for Member States of the European Union as well as for other parties to the Agreement on the European Economic Area. Only in exceptional cases, the full IP address is sent to and shortened by Google servers in the USA.

Google will use this information on behalf of the Company for the purpose of evaluating the Users' use of the Website, compiling reports on Website activity for the Company and providing other services relating to Website activity and internet usage to the Company.

The Company shall be free to change the analytics software it uses at any time. Such changes will be reflected in this Data privacy statement at such time.

5.2. Google Analytics Browser Opt-out

To provide Website visitors with more choice on how their data is collected by Google Analytics, Google has developed the Google Analytics Opt-out Browser Add-on. The add-on communicates with the Google Analytics JavaScript (ga.js) to indicate that information about the Website visit should not be sent to Google Analytics. The Google Analytics Opt-out Browser Add-on does not prevent information from being sent to the Website itself.

Additional information about the Google Analytics Opt-out Browser Add-on can be obtained. [Deactivation of Google Analytics.](#)

5.3 econda Analytics Browser Opt-out

User profiles are not combined with data on the bearer of the pseudonym without the explicit consent of the visitor. In particular, IP addresses are rendered unrecognizable immediately after receipt, so that an assignment of usage profiles to IP addresses is not possible. Visitors to this website may object to this data collection and storage at any time for the future. [Deactivation of econda Analytics.](#)

6. Content and Services of other Providers

6.1. General

The Website may utilize content of third party providers, such as graphics of other websites. This implicates that the third party providers of such content may recognize the IP address of the User, as the IP address is required for the transmission of the related data to the browser of the User.

The Company uses its best efforts to make sure that only such services of third party providers are used, which only use the IP address of the User in

order to effect the presentation of such content. However, the Company cannot prevent that the third party provider uses the IP address for different purposes.

7. Links to other websites

The Website may contain links to other websites of interest. This Data privacy statement only applies to the Website, but not to such linked websites owned and/or operated by third parties. Once the User has used these links to leave the Website, the Company does not have any control over that other website. Even though the Company uses its best efforts to make sure that such websites meet only highest standards, the Company shall not be responsible for the protection and privacy of any information which the User provides whilst visiting such sites. The User should exercise caution and look at the privacy statement applicable to the website in question.

8. Data storage

The Company will store the Personal Data on a server located in Austria.

9. Cookies

9.1 What are cookies?

A cookie is a small piece of text sent to your browser by a website you visit. It helps the website to remember information about your visit, like your preferred language and other settings. Cookies are mainly divided into two types:

Technical cookies:

These cookies contain data to guarantee the functionality of the web site and to provide the requested services such as navigation or login action. Without these cookies some parts of the web site are not working properly.

Profiling cookies:

These cookies are used to track the navigation of the user over the internet and to create a profile of his interests, habits and choices. Cookies like these can be used to display advertisements or products based on the users profile.

9.2 How we use cookies?

We use cookies to enhance the user experience. Furthermore we use third party services to track how users navigate through our web site and which content they are interested in. These services also store cookies on your device.

9.3 How can you prevent the storage of cookies?

By changing your browser settings you can deactivate or delete cookies. The deactivation of cookies can lead to an improper way of functioning of some web sites.

Here is how you find the appropriate browser settings:

Internet Explorer:

1. Open Internet Explorer.
2. Click on Extras followed by a click on Internet Options.
3. Click on the tab Privacy.

Mozilla Firefox:

1. Open Mozilla Firefox.
2. Click on the menu icon and choose Preferences.
3. Open the tab Privacy.
4. Next to "Firefox will:" choose "Use custom settings for history".

Google Chrome:

1. Open Google Chrome.
2. Click on the menu icon and choose Settings.
3. Click on "Show advanced settings...".
4. In the section "Privacy" click on "Content settings".

Furthermore the web site www.youronlinechoices.eu of the European Interactive Digital Advertising Alliance offers the possibility to disable non technical cookies of third party services.

The EU Directive 2009/136/EG (E-Privacy) regulates the use of cookies in web sites. This directive was translated into Italian law on May 25th, 2011.

9.4 Cookies used

The following Cookies are used on this website:

9.4.1 Econda Cookies

As stated above, the Company collects standard internet log information and details of visitor behaviour patterns by using econda Analytics cookies. The Company does this to improve the Website. This information does not comprise any Personal Data. Data used for analytics purposes may however be associated with Personal Data gathered from this Website or otherwise. More information about [econda Analytics cookies](#).

9.4.2 Google Analytics-Cookies

As stated above, the Company collects standard internet log information and details of visitor behaviour patterns by using econda Analytics cookies. The Company does this to improve the Website. This information does not comprise any Personal Data. Data used for analytics purposes may however be associated with Personal Data gathered from this Website or otherwise. More information [Google Analytics-Cookies](#).

9.4.2.1 Google Analytics-Deactivate Cookie

To disable Google Analytics, you can use this link to set a cookie that remembers this setting for your browser. If the cookie is deleted, or if you start using another browser, this setting no longer applies and you will be included in the Google Analytics again.

Browser such as Firefox can also block user tracking within the program, see the program settings.

10. Facebook Social Plugins

This website uses Social Plugins („Plugins“) of the social network facebook.com, which is operated by Facebook Inc., 1601 S. California Ave,

Palo Alto, CA 94304, USA ("Facebook"). The plugins are either marked with a Facebook logo or the notation „Facebook Social Plugin“. If you call up a site of our Internet presence, which contains such a plugin, your browser automatically establishes a connection to the servers of Facebook. The content of the plugin is being transmitted by Facebook directly to your browser, which integrates it into the website. Due to this integration of the plugin, Facebook receives the information that you have called up the respective site of our Internet presence. If you are logged in at Facebook, Facebook is able to attribute the visit to your Facebook account. If you interact with the plugins, f.e. by pushing the „Like“ button or making a comment, the respective information of your browser is directly transmitted to Facebook, where it's also saved. The purpose and extent of the data collection and the further processing and usage of the data by Facebook as well as your rights and privacy settings concerning this matter can be checked at the data protection regulations of Facebook. If you don't want Facebook to collect your data whilst browsing through our website, you have to log out at Facebook before visiting our website.

11. Security and Confidentiality

The Company takes appropriate measures to safeguard the User's Personal Data against loss, misuse, unauthorized access and disclosure. Such measures include the usage of networks which are secured by firewalls and passwords in line with industry standards. As an Austrian entity, the Company is subject to Austrian data protection law and is as such obligated to safeguard the data of the Users.

12. Contact details

In case of questions relating to the Company's usage of your Personal Data, you may contact the Company by writing an e-mail to office@alpina-hinterthal.at.

General terms and conditions

§ 1 Scope of application

1.1 These General Terms and Conditions for the Hotel Industry (hereinafter referred to as “AGBH 2006”) shall replace the previous ÖHVB [Austrian Hotel Contract Conditions] as amended on 23 September 1981.

1.2 The AGBH 2006 shall not exclude special agreements. The AGBH 2006 shall be subsidiary to agreements made on an individual basis.

§ 2 Definitions

2.1 Definitions:

“Proprietor”: means an individual or entity that accommodates guests against remuneration.

“Guest”: means an individual that uses accommodation. Usually the guest is also the Party. Guests also include those persons that are accommodated together with such Party (e.g. family members, friends etc.).

“Party”: means a domestic or foreign individual or entity that enters into an Accommodation Agreement as a Guest or for a Guest.

“Consumer” and “Entrepreneur”: these terms shall be construed as defined by the 1979 Consumer Protection Act (Konsumentenschutzgesetz) as amended.

“Accommodation Agreement”: means the agreement made between the Proprietor and the Party, the contents of which are specified below.

§ 3 Execution of the agreement – Down payment

3.1 The Accommodation Agreement shall be deemed entered into upon the acceptance of the Party’s order by the Proprietor. Electronic declarations shall be deemed received when they can be collected by the party to which they are addressed under normal circumstances provided that they are received during the published business hours of the Proprietor.

3.2 The Proprietor shall be entitled to enter into the Accommodation Agreement under the condition that the Party makes a down payment. In such

event, the Proprietor shall be obliged to inform the Party of the required down payment before accepting the written or oral order of the Party. If the Party agrees to the down payment (in writing or orally), the Accommodation Agreement shall be deemed entered into upon the receipt of the Party's declaration of consent on the down payment by the Proprietor.

3.3 The Party shall be obliged to make the down payment no later than 7 days (receipt) before the accommodation. The costs for the financial transaction (e.g. remittance fee) shall be paid by the Party. Credit and debit cards shall be subject to the terms and conditions of the issuing company.

3.4 The down payment shall be deemed an instalment of the agreed remuneration.

§ 4 Start and end of accommodation

4.1 Unless the Proprietor offers any other time of occupancy, the Party shall be entitled to move into the rented rooms from 4.00 p.m. on the agreed date ("date of arrival").

4.2 If a room is occupied for the first time before 6.00 a.m., the preceding night shall be deemed the first night of accommodation.

4.3 The rented rooms shall be vacated by the Party by 12.00 noon on the date of departure. The Proprietor shall be entitled to charge another day if the rented rooms are not vacated in time.

§ 5 Rescission of the Accommodation Agreement – Cancellation fee

Rescission by the Proprietor

5.1 If the Accommodation Agreement provides for a down payment and such down payment has not been made by the Party in time, the Proprietor may rescind the Accommodation Agreement without granting any grace period.

5.2 If the Guest fails to arrive by 6.00 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to accommodate them unless a later time of arrival has been agreed upon.

5.3 If the Party has made a down payment (see 3.3), the rooms shall be deemed reserved until 12.00 noon on the day following the date of arrival at the latest. If a down payment to the amount of more than four days has been made, the obligation to accommodate the Guest shall end on 6.00 p.m. on the fourth day, the date of arrival being deemed the first day, unless the Guest informs the Proprietor of a later date of arrival.

5.4 Unless otherwise agreed upon, the Proprietor may rescind the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration by 3 months before the agreed date of arrival of the Party. Rescission by the Party – Cancellation fee

5.5 The Party may rescind the Accommodation Agreement by means of a unilateral declaration by 3 months before the agreed date of arrival of the Guest without being liable to pay a cancellation fee.

5.6 Outside the period specified in § 5.5., the Party may only rescind the Accommodation Agreement by means of a unilateral declaration subject to the following cancellation fees:

- 40% of the total agreed price by 1 month before the date of arrival;
- 70% of the total agreed price by 1 week before the date of arrival;
- 90% of the total agreed price within the last week preceding the date of arrival.

	until 3 month	3 month until 1 month	1 month until 1 week	within the last week
no cancellation fee		40 %	70 %	90 %

Prevention from arrival

5.7 If the Party is prevented from arriving at the accommodating establishment on the date of arrival since this is impossible due to unforeseeable extraordinary events (e.g. extreme snowfall, floods etc.), the Party shall not be obliged to pay the agreed remuneration for the date of arrival.

5.8 The obligation to pay the remuneration for the booked stay shall revive as soon as the arrival becomes possible again provided that it becomes possible within three days.

§ 6 Provision of substitute accommodation

6.1 The Proprietor may provide the Party or the guests with adequate substitute accommodation (of the same quality) provided that this is reasonable for the Party, particularly if the difference is insignificant and objectively justified.

6.2 An objective justification shall, for example, be deemed given if the room(s) has (have) become unusable, guests that have already been accommodated prolong their stay, the establishment is overbooked or this becomes necessary due to other important operational activities.

6.3 Any extra expenses arising from such substitute accommodation shall be paid by the Proprietor.

§ 7 Rights of the Party

7.1 By entering into an Accommodation Agreement, the Party shall acquire the right to make normal use of the rented rooms and the facilities of the accommodating establishment that are usually accessible to the guests for use without any special conditions and of the usual service. The Party shall exercise their rights in accordance with any applicable hotel and/or guest regulations (rules of the house).

§ 8 Obligations of the Party

8.1 The Party shall be obliged to pay the agreed remuneration plus any extra amounts that have arisen from the use of special services by the Party and/or the accompanying guests plus any applicable VAT by the date of departure at the latest.

8.2 The Proprietor shall not be obliged to accept foreign currencies. If the Proprietor accepts foreign currencies, such shall be accepted at the current price if possible. If the Proprietor accepts foreign currencies or cashless

means of payment, the Party shall pay any associated costs, e.g. for inquiries with credit card companies, telegrams etc.

8.3 The Party shall be liable towards the Proprietor for any damage caused by themselves or the Guest or any other persons that receive services of the Proprietor with the knowledge or in accordance with the intention of the Party.

§ 9 Rights of the Proprietor

9.1 If the Party refuses to pay or is in arrears with the agreed remuneration, the Proprietor shall be entitled to make use of the legal right of retention in accordance with § 970c of ABGB [Austrian Civil Code] and the legal right of lien in accordance with § 1101 of ABGB with respect to the items brought along by the Party or the Guest. Furthermore, the Proprietor shall be entitled to make use of this right of retention or lien in order to secure its claims under the Accommodation Agreement, particularly for catering, other expenses made for the Party and for any kind of damage claims.

9.2 If services are requested in the room of the Party or during unusual times of the day (after 8.00 p.m. and before 6.00 a.m.), the Proprietor shall be entitled to charge an extra remuneration. However, such extra remuneration shall be indicated on the price board for the room. The Proprietor may also refuse such services for operational reasons.

9.3 The Proprietor shall be entitled to issue invoices or interim invoices for its services at any time.

§ 10 Obligations of the Proprietor

10.1 The Proprietor shall be obliged to provide the agreed services to an extent that complies with its standards.

10.2 Extra services of the Proprietor that must be indicated accordingly since they are not included in the accommodation remuneration shall, by way of example, include:

a) Extra accommodation services that may be invoiced separately, such as the provision of lounges, sauna, indoor and/or outdoor swimming pool, solarium, garages etc.;

b) A reduced price shall be charged for the provision of additional beds or cribs.

§ 11 Liability of the Proprietor for damage to items of guests

11.1 The Proprietor shall be liable for the items brought along by the Party in accordance with §§ 970 ss of ABGB. The Proprietor shall only be liable if the items have been handed over to the Proprietor or the persons authorised by the Proprietor or deposited in a place assigned by such or intended for such purpose. Unless the Proprietor provides other evidence, the Proprietor shall be liable for its own fault or the fault of its vicarious agents and visitors. In accordance with § 970 sec. 1 of ABGB, the Proprietor shall only be liable up to the amount specified in the Austrian law on the liability of landlords and other entrepreneurs of 16 November 1921 (Bundesgesetz über die Haftung der Gastwirte und anderer Unternehmer) as amended. If the Party or the Guest fails to immediately comply with the Proprietor's request to deposit their items in a special deposit, the Proprietor shall be released from any liability. The amount of any liability of the Proprietor shall be limited to a maximum of the sum insured under the third-party liability insurance of such Proprietor. Any fault of the Party or Guest shall be taken into account.

11.2 The Proprietor may not be held liable for slight negligence. If the Party is an Entrepreneur, the Proprietor may neither be held liable for gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential or indirect damage and no loss of profit shall be reimbursed.

11.3 The Proprietor shall only be liable for valuables, money and securities up to an amount of currently €550.--. The Proprietor shall only be liable for any exceeding damage in the event it has accepted such items for deposition knowing their quality or in the event the damage has been caused by itself or its vicarious agents. The limitation of liability in accordance with 12.1 and 12.2 shall apply accordingly.

11.4 The Proprietor may refuse to deposit valuables, money and securities if the items are significantly more valuable than those usually handed over for deposition by the guests of the accommodating establishment.

11.5 In each event of deposition, liability shall be excluded if the Party and/or Guest fails to immediately notify the Proprietor of the occurred damage. Furthermore, such claims shall be asserted in court within three years from their knowledge or possible knowledge to the Party and/or Guest; otherwise, the right shall become extinct.

§ 12 Limitations of liability

12.1 If the Party is a Consumer, the Proprietor may not be held liable for slight negligence, except for bodily injury.

12.2 If the Party is an Entrepreneur, the Proprietor may not be held liable for slight or gross negligence. In such event, the burden of proof to show the fault shall lie with the Party. No consequential, non-material or indirect damage and no loss of profit shall be reimbursed. The damage to be reimbursed shall at any case be limited to the amount of the damage incurred because the Party has relied on the validity of the agreement (Vertrauensinteresse).

§ 13 Animals

13.1 Animals may only be brought to the accommodating establishment with the prior consent of the Proprietor and against extra remuneration.

13.2 The Party bringing along an animal shall be obliged to properly keep and/or supervise such animal during their stay or to have it kept and/or supervised by a qualified third party at their own expense.

13.3 The Party and/or Guest bringing along an animal shall have an according animal liability insurance and/or personal liability insurance that covers any potential damage caused by animals. Evidence of such insurance shall be provided to the Proprietor upon request.

13.4 The Party and/or their insurance company shall be jointly and severally liable towards the Proprietor for any damage caused by the animals brought along. Such damage shall particularly also include any compensation to be paid by the Proprietor to third parties.

13.5 Animals shall not be permitted to enter the lounges, saloons, restaurants and wellness zones.

§ 14 Prolongation of the accommodation

14.1 The Party may not claim for a prolongation of their stay. If the Party informs the Proprietor in time that they intend to prolong their stay, the Proprietor may consent to a renewal of the Accommodation Agreement. However, the Proprietor shall not be obliged to do so.

14.2 If the Party is prevented from leaving the accommodating establishment on the date of departure since all ways of travel are blocked or unusable due to unforeseeable extraordinary events (e.g. extreme snowfall, floods etc.), the Accommodation Agreement shall automatically be renewed for the duration of such prevention from departure. The remuneration to be paid for this period may only be reduced if the Party is unable to fully use the offered services of the accommodating establishment due to the extraordinary weather conditions. The Proprietor shall be entitled to charge as a minimum the remuneration corresponding to the price usually charged in the low season.

§ 15 Termination of the Accommodation Agreement – Early cancellation

15.1 If the Accommodation Agreement has been made for a definite term, it shall end upon the expiry of such term.

15.2 If the Party leaves prematurely, the Proprietor shall be entitled to charge the total agreed remuneration. The Proprietor shall deduct anything saved due to the failure to use its scope of services or maintained by letting the booked rooms to other guests. Such savings shall only be deemed to exist if the capacities of the accommodating establishment are fully used upon the Guest's failure to use the booked rooms and the room can be let to other guests due to the cancellation by the Party. The burden of proof to show that savings have been made shall lie with the Party.

15.3 Upon the death of a Guest, the Agreement with the Proprietor shall become extinct.

15.4 If the Accommodation Agreement has been made for an indefinite term, the Parties may terminate the Agreement by 10.00 a.m. of the third day preceding the intended end of the Agreement.

15.5 The Proprietor shall be entitled to terminate the Accommodation Agreement with immediate effect for important reasons, particularly if the Party and/or the Guest

a) makes significantly adverse use of the rooms or makes their stay intolerable for the other guests, the owner, its vicarious agents or the third parties staying at the accommodating establishment due to ruthless, offensive or other- wise highly improper conduct or commits an act against property, morality or physical safety towards these persons that is subject to penalty;

b) suffers of a contagious disease or a disease the duration of which exceeds the term of accommodation or otherwise is in need of care;

c) fails to settle the presented invoices when they become payable within a reasonably set period (3 days).

15.6 If the performance of the Agreement becomes impossible due to circumstances to be deemed events of force majeure (e.g. acts of God, strike, lockout, official orders etc.), the Proprietor may terminate the Accommodation Agreement at any time without giving prior notice unless the Agreement is already deemed terminated under the law or the Proprietor is released of its obligation to accommodate the Party. Any claims for damages etc. by the Party shall be excluded.

§ 16 Sickness or death of the Guest

16.1 If a Guest gets sick during their stay at the accommodating establishment, the Proprietor shall arrange for medical care at the request of the Guest. In the event of imminent danger, the Proprietor shall arrange for medical care even without the special request of the Guest, particularly if this is necessary and the Guest is unable to do so themselves.

16.2 As long as the Guest is unable to make decisions or it is not possible to contact the family of the Guest, the Proprietor shall arrange for medical care at the expense of the Guest. However, the extent of such care shall end as soon as the Guest is able to make decisions or their family has been informed about the sickness.

16.3 The Proprietor shall particularly be entitled to damages from the Party or the Guest or, in the event of their death, their successors for the following expenses:

- a) unsettled medical costs, costs for ambulance transports, drugs and medical aids
- b) room disinfections that have become necessary,
- c) linen, bed sheets and bed furnishing that have become unusable, or otherwise the disinfection of thorough cleaning of all of these items,
- d) restoration of walls, furniture, carpets etc. if such have been contaminated or damaged in relation with the sickness or death,
- e) rent for the room, provided that it has been occupied by the Guest, plus any days during which the rooms are unusable due to disinfection, vacation etc.,
- f) any other damage incurred by the Proprietor.

§ 17 Place of performance, place of jurisdiction and applicable law

17.1 The place of performance shall be the place where the accommodating establishment is situated.

17.2 These Terms and Conditions shall be governed by Austrian adjective and substantial law under exclusion of the provisions of international private law (particularly IPRG [Austrian act on international private law] and the Rome Convention of 1980) and the UN Sales Convention.

17.3 If the Party is an Entrepreneur, the exclusive place of jurisdiction shall be the domicile of the Proprietor; however, the Proprietor shall also be entitled to assert its rights before any other court that is competent for the location and matter.

17.4 If the Accommodation Agreement has been made with a Party that is a Consumer who has their domicile or ordinary residence in Austria, actions against the Consumer may exclusively be filed at the domicile, ordinary residence or place of work of such Consumer.

17.5 If the Accommodation Agreement has been made with a Party that is a Consumer who has their domicile in a member state of the European Union

(except for Austria), Iceland, Norway or Switzerland, the court that is competent for the domicile of the Consumer in the event of actions against the Consumer in the relevant matter shall have exclusive jurisdiction.

§ 18 Miscellaneous

18.1 Unless otherwise specified in the above provisions, any time limits shall start upon the document by which such time limit is instructed being delivered to the Party that must comply with the time limit. When calculating a time limit based on days, the day of the moment or event to which the start of the time limit refers shall not be included in the calculation. Time limits based on weeks or months shall refer to the day of the week or month that corresponds to the day starting from which the time limit is to be counted according to its name or number. If the relevant month lacks such day, it shall be replaced with the last day of such month.

18.2 Any declarations shall be received by the other party by the last day of the time limit (12.00 midnight).

18.3 The Proprietor shall be entitled to offset any of its claims against claims of the Party. The Party shall not be entitled to offset any of its claims against claims of the Proprietor unless the Proprietor is insolvent or the Party's claim has been established by a court or acknowledged by the Proprietor.

18.4 If any gaps arise in relation with the Agreement, the applicable legal provisions shall apply.