

General Terms and Conditions

§ 1 Acceptance of the General Terms and Conditions of Business

The following General Terms and Conditions of Business (GTC) shall apply exclusively to all goods, services and offers provided by Traum-Ferienwohnungen GmbH. By visiting one of our websites (www.traum-ferienwohnungen.de, www.traum-ferienwohnungen.at, www.traum-ferienwohnungen.ch, www.holiday-apartments.co.uk, www.vacation-apartments.com) (hereinafter referred to as "Web Portal") of Traum-Ferienwohnungen GmbH (hereinafter referred to as "Provider"), and using the website and the related services of the Provider, the visitor hereby accepts these General Terms and Conditions of Business. The Provider shall not acknowledge any other General Terms and Conditions of Business.

§ 2 Services

The Provider publishes ads for holiday accommodation from Web Portal Users, who wish to rent out holiday accommodation (hereinafter referred to as "Owner"), and compiles these for Web Portal Users who wish to rent holiday accommodation (hereinafter referred to as "Renter") for the purpose of viewing and establishing contact. The publication of the ads includes an overview of possible booking periods as well as the option of direct contact between Owners and Renters. Parties to any ensuing Rental Agreement regarding the use of the holiday apartment shall be solely the Owner and the Renter; not, however, the Provider.

§ 3 Registration

1. The use of the Web Portal of the Provider requires a registration by the Owner of the holiday home. In this process, personal data is transmitted. The Owner assures, that his information is true and complete. The data needs to be kept up to date by the Owner. The Provider is eligible to exclude the Owner from the use of the Web Portal temporarily or permanently in case of untrue information.
2. With the registration, the Owner receives an own account on the Web Portal of the Provider. This account is secured by a password chosen by the Owner or generated automatically. The Owner is obliged to deal confidential with his account details and to inform the Provider in case of a fraudulent use by third parties.
3. For the Renter a transit of personal contact details is necessary in order to get in touch with the Owner as well as for the process of a booking request.

At the same time, the Renter agrees that after sending a booking request, a free registration is made and an account for the Renter is generated. The free account, which Renters can use after confirmation, offers the possibility to comprehensively view and manage data and requests, as well as to communicate with the Owner simply and easily via a message area. The personal account can also be used to create and save individual accommodation wish lists and share them with friends or family. Renters also benefit from the protection that comes from tracking misused data. The account can be deleted at any time in the settings area of the personal data.

§ 4 Ads and prices

1. Owners may offer ads for holiday accommodation to Renters by way of the Provider's Web Portal. The Owner shall pay the Provider a fee for the ad. The currently applicable prices of the Provider shall apply. These can be viewed on the Provider's Web Portal. The Provider reserves the right to update its prices and, if applicable, to only place Owners' ads upon payment of the currently applicable prices.
2. Per ad placement, the Owner can include descriptions and images of one holiday accommodation (= one separate rental unit, such as a single holiday apartment, for example). The Owner shall ensure that the descriptions and images as well as any other submitted material are free of third-party rights, in particular copyrights and brand rights. Furthermore,

the Owner shall ensure that neither the descriptions nor the images or any other submitted material contain unlawful content, pornography or coarse expressions. The Owner, or respectively the person placing the ad, shall be personally responsible for the content of the descriptions and images.

3. The Provider shall be entitled to shorten or summarise the content of the submitted material, such as images or descriptions, or not to publish such at all. Furthermore, as a result of the necessary compression of the images, a loss of colour or deviations in the size or ratio may occur. The Owner hereby declares his/her consent to this.
4. The Owner shall grant the Provider a non-exclusive, sub-licensable, free, transferrable, worldwide licence for the use of all the Owner's ad content published on the Web Portal. This licence shall expire where the Owner deletes either parts of the published content (regarding the removed content proportionally) or the entire ad from the Web Portal of the Provider or terminates the contractual relationship.
5. Payment arrangements shall be based upon the currently valid conditions of the Provider and can be viewed on the Web Portal.
6. The Renter shall not incur any costs from using the Web Portal.

§4a Ranking

1. The Provider defines the order of the search results in the Web Portal according to certain parameters ("Ranking"). Insofar as the Owner meets these parameters, he/she will be listed accordingly higher in the search result lists. The main parameters used by the Provider for the Ranking are as follows:
 - a. In case of a full-text search, it will be categorized in title, description and equipment of the ads, whereby the relevance of the categories decreases in the same order.
 - b. When using filters, the Provider uses a punishment ranking, which is divided into quality-based punishments and view-based punishments. The quality-based punishments have priority over the view-based punishments. If an ad receives a punishment, it is displayed at a lower level in the search result list.
 - i. An ad receives a quality-based punishment if the ad prices or booking calendar have not been maintained. If only one of the two criteria has not been maintained, the ad is displayed lower in the search result list than an ad in which both criteria have been maintained but higher than an ad in which both criteria have not been maintained.
 - ii. An ad receives a view-based punishment if it is viewed more frequently than another ad. This is done to ensure equal distribution of views of the ads.
 - c. If two ads are ranked equally according to the ranking methods of the Provider, the Ranking is determined by a random generator value that changes every hour.
2. In addition to a Ranking according to the fulfillment of the main parameters from paragraph 1, there is the possibility for Owners to purchase an additional service with costs, which displays the ad of the Owner in form of a banner next to other ads at the beginning of the respective regional pages ("Top-Listing").

§4b Additional distribution channels and partner programs

In addition to the Web Portal, the Provider also markets the ads through websites or programs that collect related content elements and display and/or link to them ("Internet Aggregators").

§ 4c Ancillary goods and services

1. The Provider brokers travel cancellation insurances from third parties on the Web Portal.
2. The Owner is not permitted to offer ancillary goods and services on the Web Portal of the Provider. This does not apply to offers that are directly related to the ad.

§ 5 Conclusion of contract

1. By sending an ad to the Provider, the Owner submits to the Provider an offer for the placement of an ad for holiday accommodation. The contract comes into being either upon acceptance by the Provider or through the publication of the ad on the Provider's Web Portal. The Provider shall be entitled to refuse ads without stating a reason.
2. The term of the contract shall be based upon the Provider's currently applicable conditions, and a break-down is available on the Provider's Web Portal. Unless otherwise agreed, the term of contract shall generally be 12 months. The Owner shall be responsible for selecting the specified time periods, where applicable. Premature ordinary termination of the contract by the Owner shall not be permitted.
3. The Provider shall be entitled to remove the Owner's ad from its website if circumstances are discovered that would make it unacceptable for the Provider to continue to display the ad. This is especially the case where the Provider becomes aware of substantiated complaints from Renters about the condition of the apartment or the Owner's conduct. If it is possible for the Owner to remedy the circumstances, the Owner may request that the ad be reinstated once this has been done. The Owner shall provide evidence that the circumstances have been remedied. The discontinuance of the ad shall not constitute any reason to extend the term of the ad, nor to reduce the fees due to the Provider or have such refunded.

§ 5a Contract renewal and termination

1. Ad contracts concluded after 1 September 2012 shall be automatically renewed by the originally agreed term, however for a maximum of 12 months in each case (ad renewal). This ensures that the ad will not be discontinued in the period between the expiry of the ad contract and the ad renewal. If the Owner does not wish, or no longer wishes, to renew the ad, he/she may deactivate the ad renewal / automatic contract renewal online in the personal "Owner" area of the Web Portal, under the menu item "My Data" during the term of contract. This shall be equivalent to a regular termination effective at the end of the term of contract and can be changed at will during the term of contract. Alternatively, the Owner may also send the Provider written notice of termination upon expiration of the contract either by post or by using the contact form on the Web Portal. Where the contract is terminated, the Provider's contractual services will be maintained until such time as the contract expires.
2. The conditions of contract for the ad renewal shall be based on the current Provider's conditions at the time of the contract renewal for the previously booked ad. These can be viewed in the Provider's Web Portal. Any discounts or special conditions granted when the ad contract was concluded initially shall no longer apply for the ad renewal. If, in comparison to the previous conditions, the conditions of the ad renewal have changed to the detriment of the Owner, the Owner shall have a special right of termination with immediate effect, which may be exercised within two weeks from the renewal date.
3. If a renewable contract is no longer offered by the Provider at the date of renewal, a renewal is excluded. The Owner then has the option of concluding a new ad contract with the Provider based on the provisions of these GTCs.
4. The same type of payment opted for by the Owner for the initial term of contract shall be used for invoicing the amount then due for the renewal of the ad. Any collection or debit authorisation granted for the initial term of contract in favour of the Provider, as well as the permission to store payment relevant data associated with it, shall continue to apply. The Owner hereby expressly agrees to the aforementioned. The right of the Owner to revoke consent for collection and debit authorisation, and for the storage of payment-relevant data, shall remain unaffected.
5. The provisions on ad renewals specified in these GTCs shall apply exclusively to Owners who have opted for the payment methods "by direct debit", "by credit card" or "through PayPal". Owners who have opted for the payment method "by invoice" cannot automatically renew ad contracts. Automatic renewals are also excluded where the Owner revokes any existing collection and debit authorisation.

§ 6 Liability and indemnity

1. The Provider shall not be liable for damages or other claims arising from the contractual relationship between the Owner and Renter. The Provider is not a contract partner in the contract between the Owner and the Renter. The activity of the Provider is limited solely to the publication of ads.
2. From the contractual relationship with the Provider, the Provider shall, in the event of damages arising from a slightly negligent breach of duty, be liable only for the foreseeable average damage that is typical for this type of contract. Accordingly, said liability shall also apply to vicarious agents and legal representatives of the Provider. Insofar as the contract partner is an entrepreneur within the meaning of Section 14 BGB [German Civil Code], the Provider shall not be liable for the slightly negligent infringement of duties that are not material to the contract. In all other cases the statutory provisions shall apply.
3. The limitations of liability set forth in paragraph 2 shall not apply
 - a. for breach of warranty
 - b. for a violation of the Product Liability Act
 - c. for the absence of a guaranteed property
 - d. for claims that have arisen due to malicious conduct on the part of the Provider
 - e. for liability for a guaranteed characteristic and
 - f. for injury to life, body or health
4. In the event that claims are asserted against the Provider by third parties due to the material, illustrations and descriptions provided by the Owner, information posted by the Renter or other posts submitted by Users of the Web Portal, or due to the misuse of an account by third parties, the Owner/Renter/User shall indemnify the Provider from said claims. Furthermore, the Owner/Renter/User shall compensate the Provider for the costs of any legal defence against third party claims that is necessary due to the material, illustrations and descriptions provided by the Owner/Renter/User. The same shall apply to further claims related to actions or injuries for which the Owner/Renter/User is responsible.

§ 7 Customer testimonials and opinions

Users are given the opportunity to write and publish first-hand reports and opinions, and reviews of the holiday accommodation, on the Provider's Web Portal. The use of this function is subject to its own guidelines, which may be viewed prior to publication. The opinions and reviews are publicly accessible. The Owner/Renter/User hereby declares his/her acceptance of the currently valid version of these guidelines. The decision regarding publication shall be made solely by the Provider. The Owner/Renter/User shall not be entitled to demand that the Provider publish, delete or amend said opinions and reviews, unless any statutory obligations exist in this regard. As a consequence of this qualified expression of opinion, these contributions may also contain critical content. The Owner hereby expressly agrees to the aforementioned. The guidelines on the publication of expressions of opinion, however, contain provisions that prohibit defamatory and non-objective review standards as well as any other unqualified content by the User.

§ 8 Availability of the Web Portal / alterations

The Provider shall make every effort to ensure continuous availability of the Web Portal. Nevertheless, temporary outages may occur, e.g. for maintenance purposes. The temporary outage of the Web Portal shall not entitle any claims to be made against the Provider. The Provider shall also be entitled to change the functions and the design of the Web Portal without this having any impact on the contract.

§ 9 Final provisions

1. The Provider shall be entitled to alter the content of the GTCs without stating a reason with the consent of the customer (Owner, Renter, User). The altered terms and conditions shall be sent

to the customer (Owner, Renter) by e-mail 15 days at the latest prior to their entry into force. If the customer (Owner, Renter) does not object to the validity of the new GTC within four weeks of receipt of the e-mail, the altered GTC shall be deemed to have been accepted. Approval for the altered contract shall be deemed to have been granted if the customer (Owner, Renter) does not object to the alterations within four weeks after receipt of the written notification of said alterations. In the written notification of said alterations, the Provider shall be obligated to expressly advise the customer (Owner, Renter) of the consequences of failing to submit an objection.

2. In the event of a dispute concerning the following
 - a. Suspected non-compliance by the Provider with one of the obligations under Regulation (EU) 2019/1150 ("P2B-Regulation"), which affects the Owner;
 - b. Technical problems which are directly related to providing the Web Portal and which affect the Owner;
 - c. Measures and behaviors of the Provider which are directly related to providing the Web Portal and which affect the Owner;

the Provider's free complaint management system is available to the Owner at all times. In the event of a complaint, the Owner may at any time contact the Provider's free complaint e-mail: vermieterbeschwerde@traum-ferienwohnungen.de. The individual complaints will be reviewed by the Provider upon receipt and the Owner will be informed of the outcome of the complaint by the Provider within a reasonable time.

3. If a dispute arises between the Provider and the Owner that cannot be resolved, in particular with regard to disputes pursuant to § 9 paragraph 2, the Provider is willing to resolve the conflict together with the Owner with the help of the following mediators:
 - a. Alexandra Giese, Ilmenauer Straße 2, 28205 Bremen
4. If the customer (Owner, Renter, User) is a merchant within the meaning of the German Commercial Code [Handelsgesetzbuch], a legal entity under public law or a special fund under public law, the place of jurisdiction shall be the registered office of the Provider; currently An der Reeperbahn 6 in 28217 Bremen, Germany. In this case, the Provider shall also be entitled, at its own discretion, to bring an action against the Owner/Renter/User at the court of the latter's place of residence. This shall also apply accordingly in the event that the Owner/Renter/User has no general place of jurisdiction in Germany, moved his/her domicile or habitual place of residence abroad after the contract was concluded, or his/her domicile or habitual place of residence is not known at the time the action is brought. Place of fulfillment for all claims and obligations arising from the contractual relationship shall be the registered office of the Provider.
5. In compliance with these General Terms and Conditions of Business, the contract shall be exclusively subject to the substantive law of the Federal Republic of Germany. The UN Convention on the International Sale of Goods shall be excluded. Insofar as the Owner/Renter/User is a consumer within the meaning of Section 13 BGB and his/her habitual place of residence is located abroad, the mandatory provisions of that country shall remain unaffected.
6. Alternative Dispute Resolution: The European Commission provides a platform for online dispute resolution. You can find this platform here: <http://ec.europa.eu/consumers/odr/>. The Traum-Ferienwohnungen GmbH is not obligated nor willing to participate in a dispute resolution in front of a consumer dispute resolution commission.