

Terms and Conditions

We are pleased that you are interested in our General Terms and Conditions. On the one hand, they specifically describe the relationship between you and us, Traum-Ferienwohnungen GmbH, and on the other hand, the relationship between the holidaymaker and the landlord. We always strive to be transparent about our terms and conditions. So, feel free to take a moment to read.

§ 1 Acceptance of the General Terms and Conditions

The following General Terms and Conditions (hereinafter referred to as the “**GTC**”) apply exclusively to all services, deliveries 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 the “**web portal**”) of Traum-Ferienwohnungen GmbH (hereinafter referred to as the “**provider**”) and the use of the website and associated services of the provider, the visitor accepts these GTC.

The provider does not recognize any other general terms and conditions.

§ 2 Service

The provider publishes advertisements for holiday accommodations of web portal users who want to rent out a holiday accommodation (hereinafter referred to as the “**landlord**”) and compiles them for web portal users who want to rent a holiday accommodation (hereinafter referred to as the “**tenant**”) for viewing and contacting. The publication of the advertisements includes an overview of possible booking periods as well as an opportunity for direct contact between landlords and tenants. Parties to a resulting rental agreement for a stay in the holiday apartment are exclusively the landlord and the tenant, but not the provider.

§ 3 Registration

1. The use of the provider's web portal requires registration by the landlord. Personal data is transmitted in the process. The landlord assures that he provides truthful and complete information. The data must be kept up-to-date by the landlord. The provider is entitled to temporarily or permanently exclude landlords from using the web portal in the event of untrue or incomplete information.
2. With registration, landlords receive their own account on the provider's web portal. This is protected by a password determined by the landlord or automatically generated. The landlord is obliged to treat his account data confidentially and, if necessary, to report misuse by third parties to the provider.
3. For the tenant, personal contact details must be transmitted in order to contact the landlord and the booking request process.
4. At the same time, the tenant agrees that after submitting a booking request, a free registration will take place and a tenant account will be created. The free account, which tenants can use after confirmation, offers the possibility to view and

manage data and requests comprehensively, as well as to make communication with the landlord in simple and hassle-free manner via a message section. With the personal account, individual wish lists of accommodations can also be created, saved and shared with friends or family. Tenants also benefit from the protection provided by the traceability of misused data. The account can be deleted at any time in the personal data settings section.

§ 4 Advertisements and Prices

1. Landlords are able to offer holiday accommodation to tenants via the provider's web portal. The landlord must pay a fee to the provider for the advertisement. The current prices of the provider apply. These can be found on the provider's web portal. The provider reserves the right to update the prices and, if necessary, to place advertisements from landlords only against the current prices.
2. The landlord can post descriptions and illustrations of a holiday accommodation (= a self-contained rental unit such as a single holiday apartment) per listing. The landlord assures that the descriptions and illustrations as well as other submitted material are free of third-party rights, in particular copyright and trademark rights. Furthermore, the landlord assures that neither the descriptions, nor the illustrations or other submitted material contain criminal content, pornography and coarse language. The landlord or uploader is responsible for the content of the descriptions and illustrations.
3. The provider is entitled to shorten the content of the submitted materials such as illustrations or descriptions, to summarize them or not to publish them at all. Furthermore, due to necessary compression, there may be color loss or deviations in size or ratio of the image. The landlord agrees to this.
4. The Lessor grants the Provider a non-exclusive, sub-licensable, free of charge, transferable, worldwide license to use any content of the listing published by the landlord on the web portal. This license ends if the landlord deletes the published content individually (proportionately with regard to the removed content) or the entire advertisement from the provider's web portal or if the contractual relationship ends.
5. The payment modalities are based on the applicable conditions of the provider and can be found on the web portal.
6. The tenant does not incur any costs by using the web portal.

§ 4a Ranking

1. The provider determines the order of the search results in the web portal according to certain parameters (hereinafter referred to as "**ranking**"). If the landlord meets these parameters, he will be listed higher in the search result lists. The main parameters used by the provider for ranking are the following:
 - a. In a full-text search, the category is categorized into title, description and equipment of the advertisement, 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. Quality-based punishments take precedence over view-based punishments. If an advertisement receives a punishment, it will be displayed correspondingly lower in the results list.
 - i. A quality- based punishment receives an advertisement if the listing prices or the booking calendar are not maintained. If only one of the two characteristics is not maintained, the advertisement will be displayed in the results list lower than an advertisement in which both characteristics are maintained, but higher than

an advertisement in which both characteristics are not maintained.

- ii. A view-based punishment receives an ad if it is viewed more often than another listing. This is to ensure the equal distribution of the views of the advertisements.
 - c. If two advertisements are listed equally using the provider's ranking methods, the ranking is determined by a randomly changing random number generator value.
2. In addition to a ranking according to the fulfilment of the main parameters of paragraph 1, landlords have the option of purchasing an additional service for a fee, which displays the landlord's advertisement in the form of a banner next to other advertisements at the top of the respective search result lists and/or region pages (hereinafter referred to as the "**top advertisement**").

§ 4b Additional Sales Channels and Partner Programs

In addition to the web portal, the provider also markets the advertisements through websites or programs that collect related content elements and display or link to them (hereinafter referred to as the "**internet aggregators**").

Please note that internet aggregators may have their own terms and conditions.

Section 4c Ancillary Goods and Services

1. The landlord and the provider understand that the landlord may suffer owing to any adverse liveable condition at the holiday accommodation caused by tenants who booked through provider's web portal, which may impact the obligated services offered by the landlord to the tenants. Therefore, provider may make available to eligible landlord, for an additional premium payable above the standard listing subscription, a supplementary platform benefit designated "**Traum Stay Support**" (hereinafter referred to as the "**support service**").
2. Where a landlord has subscribed to the support service, provider may, at its sole discretion and subject to verification, extend assistance toward evidenced costs of identified and proven repair or replacement of any equipment or assets at the holiday accommodation impacted by a tenant's actions, up to a maximum of EUR 15,000 (Euros Fifteen thousand only) subject to the applicable package, per annum per holiday accommodation. Any such assistance shall be determined on a case-by-case basis and the decision of the provider shall be final and binding. No guaranteed sum, fixed entitlement, or specific outcome is assured to the landlord under the support service. To be eligible for consideration under the support service, the landlord must: (i) notify provider of any issues owing to the tenants at the holiday accommodation within 48 hours of the tenant's departure; and (ii) email damagesupport@traum-ferienwohnungen.de within 30 days of the tenant's departure, attaching: (a) the Booking ID; (b) photos or videos evidencing the damage; and (c) an invoice or repair estimate, together with a summary of the issues and supporting documents and proof. The provider shall evaluate the claim so submitted and endeavour to settle it within 10–15 days of receipt of complete documentation, applying depreciation as applicable. The provider shall further ascertain whether the business continuity support as referred to under section 4c (2), are applicable to the claim.
3. The support service applies exclusively to stays booked and processed through provider's web portal. Stays originating from third-party platforms, direct arrangements, or any channel outside provider's web portal are expressly excluded. The support service does not constitute, and shall not be construed as, an insurance

policy, indemnity arrangement, guarantee, or financial or risk-transfer instrument of any nature. The terms governing the support service form an integral part of these GTC and are binding upon any landlord who subscribes to the support service.

4. In addition to the listing, the provider offers the landlord the following paid add-on services (hereinafter referred to as the "**add-on services**"), each of which is linked to an active paid listing of the landlord:
 - a. Top Listing: preferred placement of a listing on the search result pages and/or regional pages of the portal in accordance with § 4a (2);
 - b. Newsletter Advertisement: featured display of the listing in the Provider's guest newsletter;
 - c. Virtual Tour: a virtual tour generated by the Provider using artificial intelligence on the basis of the property images uploaded by the Landlord;
 - d. Traum Tags: quality tags (e.g. "Luxe", "Value for Money" etc.) subscribed with the Provider in accordance with the eligibility criteria published on the Web Portal as in force from time to time.

The prices and conditions of the provider applicable at the time of booking shall apply and can be viewed on the web portal's FAQ section, also [linked here](#). A prerequisite for the provision and continuation of any add-on service is (i) an active paid listing of the Landlord at the relevant time and (ii) where the add-on service is subject to product-specific eligibility criteria, the continuing fulfilment of those criteria (e.g. eligibility criteria for Traum Tags, minimum image quality for Virtual Tour). If the listing ceases to meet the product-specific eligibility criteria of an add-on service, the provider is entitled to suspend or terminate the relevant add-on service. The landlord shall not be entitled to a pro-rata refund of fees already paid in such a case.

5. The landlord is not allowed to offer ancillary goods and services on the provider's web portal. Excluded from this are offers that relate directly to the advertisement.

§ 5 Conclusion of Contract

1. If the landlord does not accept or reject the request within 48 hours, the provider reserves the right to show the potential tenant alternative options to preserve the guest experience.
2. By submitting an advertisement to the provider, the lessor submits an offer to the provider to advertise a holiday accommodation. The contract is concluded either by the provider's commitment or by publication of the advertisement on the provider's web portal. The provider is entitled to reject advertisements without giving reasons.
3. The duration of the contract is based on the applicable conditions of the provider and can be found on the provider's web portal in stages. Unless otherwise agreed, the contract term is usually 12 months. The choice from any specified periods lies with the landlord. An early ordinary termination of the landlord is not possible.
4. The provider is entitled to remove the landlord's advertisement from the offer if circumstances become known that make it unreasonable for the provider to place a further advertisement. This is particularly the case if the provider becomes aware of justified complaints from tenants about the condition of the apartment or the landlord's behaviour. If it is possible to remedy the circumstances, the landlord can demand that the advertisement be reinstated after it has been remedied. The landlord must prove the parking. The interruption of the advertisement does not justify an extension of the advertisement period, nor a reduction or repayment of the provider's fee claim.
5. For add-on services under § 4c (3) (Top Listing, Newsletter Advertisement, Virtual Tour, Traum Tags), the contract is formed by the landlord's order via the web portal and the provider's acceptance, or by

activation of the service for the relevant listing. Unless otherwise agreed, the term of an add-on service is 12 months; different terms may be displayed on the web portal and shall then take precedence. The term of an add-on service runs independently of the term of the listing contract but ends in any event no later than the termination of the corresponding listing contract.

§ 5a Contract Extension and Termination

1. Listing contracts and contracts for paid add-on services within the meaning of § 4c (3) (Top Listing, Newsletter Advertisement, Virtual Tour, Traum Tags) concluded from 01.09.2012 onwards are automatically extended by the previously agreed contract period, but by a maximum of another 12 months (advertisement extension). Automatic renewal of an add-on service is additionally subject to (i) the corresponding listing being active at the renewal date and (ii) the listing meeting the product-specific eligibility criteria of that add-on service as in force at the renewal date. If either condition is not met, the relevant add-on service shall not be renewed and no fee shall be charged for the subsequent term. Automatic renewal of the underlying listing contract remains unaffected. This can avoid an interruption of the advertisement presentation between the expiry of the advertisement contract and the conclusion of a new one. If the landlord does not wish to extend the advertisement or does not wish to do so, it is possible to deactivate the advertisement renewal / automatic contract renewal online in the personal landlord area on the web portal under the menu item "My data" during the contract period. This is equivalent to an ordinary termination at the end of the contract and can be changed at will during the term of the contract. Alternatively, there is the possibility of a written termination at the end of the contract to the provider by post or via the contact form of the web portal. In the event of termination, the contractual services of the provider will be maintained until the end of the contract.
2. The contractual conditions of the advertisement extension are based on the current conditions of the provider at the time of the contract extension for the previously booked advertisement and/or relevant add-on service. These can be viewed on the provider's web portal. Any discounts and special conditions granted at the time of the initial conclusion of an advertisement contract do not continue to apply to the advertisement extension. If the conditions of the advertisement extension have changed to the disadvantage of the landlord compared to the previous conditions, the landlord has a special right of termination with immediate effect, which he can exercise within two weeks from the date of extension. This right of extraordinary termination applies separately to the listing contract and to each affected add-on service.
3. If a contract to be extended is no longer offered by the provider at the time of renewal, or in the case of an add-on service, the corresponding listing does not (or no longer) meets the product-specific eligibility criteria, an extension is excluded. The landlord then has the option of concluding a new advertising contract along with add-on service, if any with the provider in accordance with these GTC.
4. The same payment method is used to settle the amount then due from the extension of the advertisement along with add-on service, if any, which was already opted for by the landlord for the first contract period. Any direct debit or debit authorisation already granted in favour of the provider for the first contract period as well as the associated authorisation for the storage of payment-relevant data continue and shall expressly also apply to the automatic renewal of add-on services under § 4c (4) . The landlord agrees to this. The landlord's right to revoke his direct debit or debit power of attorney as well as the storage of payment-relevant data remain unaffected by this.
5. The above-mentioned regulations for the extension of advertisements in these GTC apply exclusively to

landlords who have opted for the payment method "by direct debit", "by credit card" or "by PayPal". Landlords with the payment method "by invoice" cannot automatically renew listing contracts. An automatic extension is also excluded if the landlord revokes an existing direct debit or debit authorization.

§ 6 Liability and Indemnification

1. The provider is not liable for damages or other claims arising from the contractual relationship between landlord and tenant. The provider does not become a contractual partner in the contract between landlord and tenant. The provider's activity is limited purely to the publication of advertisements.
2. From the contractual relationship with the provider, the provider shall only be liable for damages resulting from a slightly negligent breach of duty for the foreseeable average damage typical of the contract. Accordingly, liability applies to vicarious agents and legal representatives of the provider. If the contractual partner is an entrepreneur within the meaning of § 14 BGB, the provider is not liable for the breach of non-contractual obligations in a slightly negligent manner. In all other respects, the statutory provisions apply.
3. The limitations of liability in subsection (2) shall not apply
 - a. in the event of a breach of a warranty
 - b. in the event of a violation of the Product Liability Act
 - c. in the absence of a guaranteed quality
 - d. for claims arising from fraudulent conduct of the provider
 - e. in the case of liability for a guaranteed characteristic and
 - f. in the event of injury to life, limb or health
4. In the event that the provider is overwhelmed by claims by third parties or due to the misuse of an account by third parties due to the submitted material as well as illustrations and descriptions of the landlord or contributions by the tenant or other contributions by users of the web portal, the landlord/ tenant/ users of the web portal (hereinafter referred to as the **customers**”) shall indemnify the provider against these claims. Furthermore, customers shall compensate the provider for the damage resulting from necessary legal defence against claims by third parties based on the material submitted by the customers as well as illustrations and descriptions. The same applies to other claims arising from actions or violations for which the landlord/tenant/user is responsible.

§ 7 Customer Testimonials and Opinion Pieces

On the provider's web portal, customers have the opportunity to write and publish experience reports and opinions as well as a rating about the holiday accommodations. The use of this function is subject to its own policy, which can be viewed before publication. The opinions and evaluations are publicly available. The customers agree to the current version of these guidelines. The decision on publication is subject exclusively to the provider. There is no claim against the provider for publication, deletion or modification by the customer, unless there are legal obligations for this. In the course of the qualified impression conveyance, these contributions may also contain critical content. The landlord expressly agrees to this. However, the guidelines for posting opinions

contain provisions that prohibit a defamatory and non-objective rating standard and other unqualified content by the customer.

§ 8 Availability of the web portal/changes

The provider makes every effort to ensure uninterrupted availability of the web portal. Nevertheless, there may be temporary failures, e.g. for maintenance reasons. The temporary failure of the web portal does not entitle any claims against the provider. The provider is also entitled to change the functions and design of the web portal without this having any influence on the contract.

§ 9 Final Provisions

1. The provider is entitled to change the content of the GTC without giving reasons with the consent of the customer. The amended terms and conditions will be communicated to the registered customer by e-mail no later than 15 days before their entry into force. If the registered customer does not object to the validity of the new GTC within four weeks of receipt of the e-mail, the amended GTC shall be deemed to have been accepted. Consent to the amendment of the contract shall be deemed to have been granted, provided that the registered customer does not object to the change in writing within four weeks of receipt of the notification of the change. The provider undertakes to inform the registered customer of the consequences of a failure to object with the notification of the change.

2. In the event of a discrepancy regarding

- a. Alleged non-compliance by the provider with one of the obligations under Regulation (EU) 2019/1150 ("P2B Regulation") that affects the landlord;
- b. Technical problems that are directly related to the provision of the web portal and affect the landlord;
- c. Material actions and conduct of the provider that are directly related to the provision of the web portal and affect the landlord;

the provider's free complaint management is available at any time. In the event of a complaint, the landlord can contact the provider's free complaint e-mail at any time: info@traum-ferienwohnungen.de. The individual complaints will be examined after receipt by the provider and the landlord will be informed of the result of the complaint by the provider within a reasonable time.

3. If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the place of jurisdiction is the registered office of the provider; currently An der Reeperbahn 6 in 28217 Bremen. In this case, the provider is also entitled to sue the customer at the provider's court of residence, at the provider's discretion. The same applies in the event that the customer does not have a general place of jurisdiction in Germany, moves his domicile or habitual place of residence out of Germany after conclusion of the contract, or his domicile or habitual place of residence is unknown at the time of filing the lawsuit. The place of performance for all claims and obligations arising from the contractual relationship is the registered office of the provider.

4. The contract in accordance with these GTC of business and delivery is subject exclusively to the substantive law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International



Sale of Goods is excluded. If the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB) and has his habitual residence abroad, mandatory provisions of this country remain unaffected.

5. Alternative dispute resolution: The European Commission provides a platform for online dispute resolution (ODR). You can find this portal here: <http://ec.europa.eu/consumers/odr/>. Traum-Ferienwohnungen GmbH is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

§ 10 Zenit Agreement

For the Zenit contract, you can view the additional terms and conditions by clicking [here](#).