

TourScanner Distribution Partnership Agreement

Introduction

The Partner Terms and Conditions describe the legal relationship between TourScanner UG ("TourScanner") and the Cooperation Partner ("Partner"). Partner and TourScanner may be referred to individually as a "Party" or collectively as "Parties".

Background

(a) TourScanner provides a service ("Service") through which customers can search and compare various travel services including tours, attractions, and other touristic activities ("Activities"). TourScanner provides the Service through various websites and mobile applications it owns and operates under the TourScanner brand ("Platform"), and through the websites, apps, platform, tools or other devices of third parties.

(b) The Partner owns, supervises, manages, and operates one or more website(s), apps, tools and or other devices ("Partner Platform") or is a Travel Agency that books touristic activities for and on behalf of its customers.

(c) The Partner and TourScanner wish to cooperate and make the Service available on the Partner Platform for the customers and visitors of the Partner Platform or the Travel Agency in accordance with the terms and conditions set out in this Agreement.

Terms Agreed

1. Definitions

1.1 The terms below shall have the meanings assigned to them.

"Activity" or "Activities" has the meaning as set out in the Background section.

"Affiliate(s)" means for TourScanner and the Partner any company that is an affiliate within the meaning of Section 15 et seq. AktG (German Stock Corporation Act).

"Agreement" means these Terms and Conditions.

"API" means Application Interface Protocol that connects the Platform with the Partner platform, as made available by TourScanner.

"Authorised Recipients" has the meaning as set out in clause 8.1.

"Booking System" means the booking system used by TourScanner's Suppliers in connection with the Service.

"Brand Elements" means the trademarks, service marks, logos, colours and other distinctive brand features of TourScanner.

"Content" means all (descriptive) information about a web page available on the TourScanner website, such as the title, url, description, total number of reviews and rating. Content does not include Supplier Content (information about the Activities).

"Completed Booking" means a booking request by a user sent by Partner which has resulted in the actual provision of services by the Supplier, as confirmed to TourScanner by the Supplier. Any bookings of Activities provided by "Official Websites" as referred on our Website are not counted as Completed Booking and do not generate any "Partner commission".

"Confidential Information" means the terms of this Agreement and secret or confidential commercial, financial, marketing, technical or other information, know-how, trade secrets and other information relating to either Partner or TourScanner (including the same categories of information relating to each Party's Affiliates) and its customers and connected to the subject matter of this Agreement, in any form or medium whether disclosed orally or in writing before or after the effective date, together with any reproductions of such information in any form or any part of this information.

"Customer Fee" The fee actually paid by a Partner Customer (less any fees repaid to the Partner Customer) for a Completed Booking.

"Data Protection Legislation" shall be defined as set out in clause 8.5.

"TourScanner Data" means the Intellectual Property Rights of TourScanner and the Content as provided to the Partner under this Agreement and such other information from time to time owned or used by TourScanner or embodied or included in Platform or made available by TourScanner to the Partner (e.g. rates and availability).

"TourScanner Partner ID" means an identification code used by TourScanner to associate customers with TourScanner Partners.

"Intellectual Property Rights" means any patent, copyright, inventions, database rights, design right, registered design, trademark, trade name, brand, logos, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name (with whatever (country code) top-level domain, e.g. .com, .de, .fr) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property rights subsisting in any territory or jurisdiction in the world.

"Partner Commission" means the commission payable to the Partner as set out in clause 6.

"Partner Customer" means either (i) if the Partner accesses the Service via links to the Platform, a customer who has an unexpired cookie that contains the Partner's TourScanner Partner ID, and who has no newer cookie from another TourScanner partner or TourScanner; or (ii) if the Partner is a Travel Agency the customer for whom and on whose behalf the Travel Agency makes a booking through the provided link.

"Partner Platform" has the meaning as set out in the Background section.

"Personal Data" shall be defined as per the EU General Data Protection Regulation 2016/679 ("GDPR") as set out in clause 8.5.

"Platform" has the meaning as set out in the Background section.

"Service" has the meaning as set out in the Background section.

"Supplier" means a supplier who provides the Activities available through the Service, except for who is referred as "Official Website" (and its translation) on our Website.

"Supplier Brand Elements" means the trademarks, service marks, logos, colours and other distinctive brand features of a Supplier.

"Supplier Content" means all (descriptive) information of Activities available on the TourScanner website including but not limited to activity information and descriptions, guest reviews, meta data, details of facilities and (cancellation/no show) policies and general terms of the activities (including any translations thereof) and photos, video, pictures, but excluding rates and availability (including any updates, modifications, replacements, additions or amendments).

"Supplier Platform" is one or more website(s), apps, tools and or other devices owned, supervised, managed, and operated by a Supplier.

"Travel Agency" has the meaning as set out in the Background section.

1.2 The headings in this Agreement will not affect its interpretation.

2. TourScanner's obligations

2.1 TourScanner will pay the Partner as set out in clause 6 and grant to the Partner a license in accordance with clause 4.

2.2 All customer service related issues and questions in respect of the Service will be handled by TourScanner or TourScanner Suppliers.

2.3 If a booking is made by a Partner Customer or in the name and on behalf of a Partner Customer by a Travel Agency, the Supplier shall be solely responsible for the transmission of the relevant booking details to the Partner Customer. Only the Supplier shall (i) send the subsequent (email) confirmation to the Partner Customer, and (ii) handle the relationship with the Partner Customer through completion of the Activity.

3. Partner's obligations

3.1. General undertakings

3.1.1 The Partner shall display the Content on the Partner Platform in a manner consistent with this agreement and shall not programmatically evaluate and extract information (including guest reviews) from any part of the TourScanner website (e.g. screen scrape). The Partner will (i) ensure that the contents of the Partner Platform are accurate, (ii) keep the Partner Platform up-to-date and error-free, and (iii) immediately correct errors (if any) pointed out by TourScanner.

3.1.2. The Partner shall not make bookings or reservations using the Platform or the Partner Platform or the Supplier Platform for the purpose of reselling them.

3.1.3. The Partner shall not publish anywhere on the Partner Platform any statement that the Partner Platform is part of, endorsed by, or an official website of TourScanner.

3.1.4. The Partner shall not directly or indirectly offer tours, attractions, and other touristic activities via the Partner Platform except through the Service.

3.1.5. The Partner agrees to remove or correct the Content or parts thereof stored by the Partner at any time upon TourScanner's reasonable request, at Partner's own expense.

3.1.6. The Partner shall not exploit or use the Content or Supplier Content for any purpose or in any manner, including through third party platforms, except as expressly allowed in this Agreement.

3.1.7. The Partner shall not in any way register, apply for, merchandise, sell, offer, solicit, (sub-)licence, provide, grant access, forward, publish or distribute domain names confusingly similar to Brand Elements or Supplier Brand Elements. If the Partner infringes this obligation, it must transfer and register the corresponding domain name to TourScanner upon TourScanner's request.

3.1.8. The Partner insures that, when presenting price comparisons on his website(s), service prices of competitors (direct or indirect) of TourScanner will be displayed error-free, accurately and non-misleadingly.

3.1.9. The Partner shall not engage in any misleading, illegitimate or fraudulent activities (e.g. misleading Partner Platform in the appearance of official websites, cookie stuffing, cookie dropping) within the scope of this Agreement.

3.1.10. During the term of the Agreement, the Partner agrees and warrants that it shall not (and its Affiliates shall not) conduct, undertake, use, perform or exercise (or authorize any third parties conduct, undertake, use, perform or exercise) (a) paid search, Search Engine Marketing ("SEM") or Search Engine Optimization ("SEO") activities, or (b) any other form of online targeted advertising (whether directly, indirectly, or via third party platforms) related to:

(i.) the Service

(ii.) the Platform

(iii.) the Content

(iv.) TourScanner Data

(v.) Brand Elements

(vi.) the Supplier brands (unless the owner of such Supplier brand has given its prior written consent to the Partner for the use of that specific Supplier brand).

(vii.) the Supplier Content

3.1.11. Driving traffic to the Platform or Supplier Platform from paid search and any other advertising on the Partner Platform not under the direct control or ownership of the Partner is prohibited.

3.1.12. The Partner is not allowed to use the Content on websites that do not belong to the Partner and/or websites that contain inappropriate or unlawful content of any sort. This includes advertising banners. If the Partner implements the Content on Partner Platform, it may place links on its personal social media pages (such as Facebook, Instagram and YouTube). The Partner hereby represents and warrants to TourScanner that for the term of this Agreement:

(i.) The Partner has all necessary rights, title to, power and authority to own, operate and use the Partner Platform (including the relevant domain name(s)) and to include the link, the micro site or the connection (as applicable) on the Partner Platform;

(ii.) The Partner Platform shall not (a) violate spamming regulations, public policy and morals, or (b) contain any inappropriate, improper or unlawful content, reference, material, information, links or banners (e.g. in respect of porn or racism), defamatory statements, elements which violate the privacy of third parties or are abusive, offensive or obscene;

(iii.) The Partner holds and has complied with all permits, licenses and other governmental authorisations necessary for conducting, carrying out and continuing its operations and business and will provide upon request any documentation TourScanner may need to fulfil legal requirements, and

(iv.) The Partner is an independent contractor acting as a business for all purposes, and will be responsible and liable for its own taxes, social contributions and all other tax related matters. The Partner is obliged to submit complete and accurate information about its identity and contact information and keep this information up to date. Partners established in European Union are obliged to submit their VAT IDs, otherwise they will not be entitled for payment of Commissions.

3.1.13. The Partner agrees and acknowledges that if it breaches any obligation in this clause 3.1, TourScanner may in its sole discretion (i) terminate this Agreement pursuant to Clause 7.3, (ii) withhold any payments due to Partner pursuant to this Agreement, without the accrual of interest, or (iii) seek any other legal or equitable remedy available to it.

3.1.14. Clause 3.1.13 (ii) also applies in case of uncertainty about the identity and contact information about the Partner until the uncertainty is resolved. The Partner is liable to TourScanner for any financial losses that TourScanner might incur as a consequence of inaccurate or incomplete information submitted by the Partner and entitled to withhold payments to the Partner in compensation.

3.2. Relation to Suppliers. The Partner agrees not to take, or omit to take, any action which may affect or interfere with TourScanner's relationship with the Suppliers, including (i) by actively soliciting an agreement of any kind with any Supplier; (ii) by performing activities that may cause TourScanner to be excluded from the process of booking or cause a Supplier to terminate its relationship with TourScanner or reduce its business with TourScanner; or (iii) by selling Suppliers any sort of advertisement or preferential treatment on the Partner Platform or in the Travel Agency. The Partner may not use contact information received by TourScanner to contact or to communicate directly with Suppliers for any purpose.

3.3. Relation to Customers. The Partner acknowledges that all payment transactions in relation to the Service are carried through Suppliers' payment providers, selected by Suppliers at their sole discretion. The Partner will forward any data (through the appropriate API, if applicable) relating to reservations and bookings including payment information obtained from a Partner Customer to TourScanner and Suppliers. The Partner may only use such data in accordance with the applicable laws and may not use it in any way not permitted by this Agreement.

4. Licenses to the Partner

4.1. Data License. If Partner has chosen and was granted by TourScanner to access the Service via API, clause 4.1.1 is applicable. If Partner has chosen to access the Service via links to the Platform, clause 4.1.1 is not applicable.

4.1.1. Subject to the Partner's full compliance with its obligations under this Agreement, TourScanner hereby grants Partner for the term of the Agreement a non-exclusive, non-transferable and non-sublicensable right to access, store and display the Content on the Partner Platform, as provided by TourScanner. The Partner is only allowed to download Content after prior written approval from TourScanner. TourScanner does not grant Partner any right to access, use, store, display, or sublicense the Supplier Content displayed on TourScanner Platform.

4.1.2. The Partner shall use the Content only in accordance with this Agreement and shall not use the Content and Supplier Content in any way or for any purpose that are not expressly permitted by this Agreement. TourScanner does not grant Partner any right to access, use, store, display, or sublicense the Supplier Content displayed on TourScanner Platform. In particular, the Partner must not, and the Partner must not allow its customers, visitors or any other third party, to, in any way:

- i. incorporate Content or Supplier Content as the primary content of the Partner Platform;
- ii. copy, store, cache, syndicate, republish, or create a database of Content or Supplier Content, in whole or in part, directly or indirectly, except as required for Partner to perform its obligations under the Agreement;
- iii. transfer, sell, lease, lend or otherwise grant or attempt to grant rights in or access to the Content or Supplier Content to any third party;
- iv. edit, modify, filter, change the order of, suppress, or replace any part of the Content or Supplier

Content, including by intermixing data from sources other than TourScanner, except as otherwise agreed by the Parties in writing;

- v. remove any copyright, trademark or other proprietary rights notices contained in the Content or Supplier Content;
- vi. display Content or Supplier Content to any third party other than its customers and visitors;
- vii. use any Content (including user ratings) or Supplier Content to advertise its own services or that of a third party without the prior written consent of TourScanner;
- viii. take any action relating to the Content or Supplier Content on behalf of any of its customers and visitors, including making or causing TourScanner to make reservations or bookings, without that customer's permission;
- ix. restrict or interfere with the use of the Service or Supplier Service by TourScanner's other partners;
- x. use the Content or Supplier Content or the Service or Supplier Service for purposes of monitoring the availability, performance, or functionality of any of TourScanner's products and services, or for any other benchmarking purposes;
- xi. where Content or Supplier Content is accessed through an account with TourScanner, create (a) serial accounts for disruptive or abusive purposes or (b) accounts with third party names;
- xii. use robots, spiders, crawlers, or any other device to retrieve or index any Content or Supplier Content for any unauthorized purpose; or
- xiii. transmit any viruses, worms, harmful code, or any other item of a destructive nature.

4.1.3. Unless otherwise agreed in writing by TourScanner, Partner may not (i) sublicense the rights granted hereunder, (ii) allow any third party to access the Service, either by link or API. The Partner shall not sell, disclose, or distribute the Content or Supplier Content to any third party for price/availability purpose or otherwise or any search engine or similar.

4.2. Brand Elements

5.4.2.1. TourScanner hereby grants Partner for the term of the Agreement a non-exclusive, non-transferable and non-sublicensable right to display the Brand Elements solely on the Partner Platform and provided that the Partner does not:

- i. display the Brand Elements in any way that (a) implies a relationship or affiliation with, sponsorship, or endorsement by TourScanner other than according to this Agreement; (b) can be reasonably interpreted to suggest editorial content has been authored by or represents the views or opinions of TourScanner; or (c) disparages TourScanner, any of its products or services, the Suppliers, or customers;
- ii. have a Brand Element as the largest or most prominent logo anywhere on the Partner Platform;
- iii. display a Brand Element in a manner that is misleading, defamatory, or infringing; or
- iv. remove, distort, or alter any element of a Brand Element.

4.2.2. In the event of a violation of clause 4.2.1, the Partner shall promptly comply at its own cost with any request from TourScanner to make changes or alterations to any aspect or element of the Partner Platform.

4.3 In no event shall TourScanner be liable for any acts or omissions regarding Content that its Suppliers have uploaded on the Platform. This applies in particular to any possible IP-rights infringements of Suppliers.

5. Branding and promotional activities

5.1. The Parties agree to cooperate with each other in a timely manner in order to maximize the success of the business relationship.

5.2. The Partner shall not do anything that may bring TourScanner or its Affiliates or its Suppliers into disrepute or may damage, defame, or otherwise have a detrimental effect on TourScanner or its Affiliates or its Suppliers. The Partner shall ensure that the look and feel of the Partner Platform, including the color scheme, composition, typefaces, design, layout, logos, features, and elements, are and remain sufficiently and substantially distinct from the look and feel of the Platform.

5.3. The Partner shall promptly comply at its cost with any reasonable request from TourScanner to make changes or alterations to any aspect or element of the Partner Platform that is or could be regarded as confusingly or significantly like any element of the Platform.

5.4. The Parties agree to perform the promotion and marketing activities with following restrictions:

5.4.1 No double serving or cloaking. The Partner Platform shall not be (directly or indirectly) linked to the Platform due to double serving or any similar technique or method. The Partner shall not (directly or indirectly) make the Partner Platform, the Content, Supplier Content or the Service available to third party platforms with the intention or purpose of misleading or deceiving human editors, search engine spiders, web-crawlers, or meta search engines (including similar tools or engines) of third party platforms in order to give the Partner Platform a higher ranking or display position within the third party platform that it would have otherwise achieved absent such technique or method.

5.4.2 The Partner agrees not to specifically target the TourScanner brand or Suppliers Brands directly through keyword purchases that use TourScanner's intellectual property rights. Unless otherwise agreed in writing with TourScanner the Partner is not authorized (directly or indirectly) to purchase, acquire, use, employ or integrate terms or keywords (including variations and misspellings) that are identical or strikingly similar to those used by TourScanner or related internet-domain names (for example TourScanner.com (independent of (country-code) Top-Level-Domain)) in association with advertising tactics through paid search entries or other forms of online-advertising on platforms of third parties.

5.4.3 The Partner agrees to only advertise or promote the Service in accordance with the terms and conditions set forth in this agreement. All advertisement or promotion not explicitly allowed by the terms and conditions set forth in the Agreement requires TourScanners prior written consent. Partner is especially not entitled to use any physical advertising material (including flyers, posters, posts in magazines and similar material) without TourScanners prior written consent.

6. Partner commission

6.1. For each Completed Booking made by a Partner Customer, TourScanner will pay the Partner a commission ("Partner Commission"), if agreed. The commercial terms of the Partner Commission shall be agreed in writing in a separate agreement.

6.2. If a Partner Customer raises a claim for a refund, any Partner Commission related to the affected Completed Booking will be suspended until the claim is dropped or definitely dismissed. If the affected Supplier makes a refund to the Partner Customer (as decided by the Supplier), TourScanner will deduct the commission relating to that Completed Booking from a subsequent commission payment to Partner. In the event such claims of Partner Customers cause a delay in a Partner Commission payment, no interest will be added to such payment to the Partner.

6.3. TourScanner creates a bookings report on the 10th of each month, taking into account all Completed Bookings that have been consumed during the previous month by a Partner Customer. In the event the amount of the Partner Commission due to the Partner at that time is less than €100, TourScanner will postpone payments (without the accrual of interest) until the earlier of (i) the month when the total Partner Commission due to Partner is €100 or more, and (ii) termination of this Agreement.

6.4. Payments will be wired to the Partner account on file with TourScanner, and the Partner will be notified via e-mail to the address indicated for accounting purposes in the Partner's account information.

6.5. TourScanner's monthly report is the basis for any payment. The Partner must raise a claim for an alleged inaccuracy of the monthly no later than thirty (30) days after the date of the monthly report. If no claim has been raised within that period, the monthly report shall be deemed to have been accepted.

6.6. The systems, books and records of TourScanner (including faxes and emails) shall be considered conclusive evidence in respect of the amount of the Partner Commission due to the Partner under this Agreement.

6.7. TourScanner reserves the right to reissue the monthly report.

6.8. After receiving the monthly report, if there are no claims to be raised, Partner shall issue a legal complaint invoice and send it to TourScanner. TourScanner will proceed with the payment during the following 5 business days. Partner located in the European Union must include the international VAT number on the invoice.

6.8. If applicable, the reverse charge mechanism will be used and the Partner will be liable for the payment of the applicable taxes.

7. Term and termination

7.1. This Agreement comes into effect upon execution and will remain in effect until terminated according to its terms.

7.2. Either Party may terminate this Agreement at any time and for any reason upon thirty (30) days prior written notice to the other Party.

7.3. This Agreement shall terminate immediately and automatically in the event of:

7.3.1. The appointment of a receiver or trustee for the benefit of creditors of either Party, or if either Party shall be declared bankrupt or insolvent or shall be subject to any proceedings under the laws relating to bankruptcy, insolvency or the relief of debtors.

7.3.2. The loss by either Party of any necessary government licenses, permits or approvals enabling the Parties to fulfil their obligations under this Agreement.

7.3.3. Breach by either Party of any substantive term of this Agreement as follows: (i) if the breach is not capable of being remedied, upon notice by the non-breaching Party of such breach, or (ii) if the breach is capable of being remedied, ten (10) days after notice by the non-breaching Party, if the breaching Party fails to remedy such breach during this ten (10) day period.

7.3.4. TourScanner believes that the Partner violates clause 3.1.9, upon notice by TourScanner, if the Partner fails to dispel the suspicion within two days. The decision as to whether the suspicion has been dispelled is at the sole discretion of TourScanner.

7.3.5. TourScanner modifies the commission of Partner and Partner communicates in writing to not accept the new conditions.

7.4. If Partner directly or indirectly breaches any covenant, undertaking, restriction, obligation, or warranty in clause 3, TourScanner may, in addition to the other remedies set forth in this Agreement or available under law:

(a) suspend its payment obligations under this Agreement with immediate effect; or

(b) retain all Partner Commissions that would have been due to Partner during the period that the Partner is in breach of clause 3 or has not remedied its breach as set out in clause 7.3.3 in full.

7.5. After termination, TourScanner will pay Partner any outstanding Partner Commission in accordance with the terms of this Agreement. If the Agreement has been terminated according to 7.3.4, the Partner is not entitled to any payment.

7.6. Upon any termination of this Agreement, Partner must immediately either, as directed by TourScanner, (i) return or deliver to TourScanner all documentation and other material, including all copies thereof, in Partner's possession or under its control which contain Confidential Information of TourScanner, or (ii) destroy all such documentation and other material and confirm in writing to TourScanner that the destruction has taken place.

7.7. Upon termination of the Agreement for any reason, all rights granted herein terminate, and the Partner must immediately remove from the Partner Platform and delete all Content, Brand Elements, software, documentation, and other materials received from TourScanner.

7.8. The provisions of this Agreement which by their sense and context are intended to survive performance by either or both Parties and the rights deriving from such provisions will survive the completion, expiration, termination or cancellation of this Agreement

8. Confidentiality and data protection

8.1. Each Party:

i. must keep secret and confidential all Confidential Information disclosed to it; and
ii. must not disclose the Confidential Information (other than to its Affiliates, employees, consultants, subcontractors, agents, professional advisers or insurers and their employees, consultants, subcontractors, agents, professional advisers or insurers and any of its or its Affiliates' financiers or potential financiers (the "Authorized Recipients") on a "need to know" basis) except with the prior written consent of the Party whose Confidential Information is being disclosed. Disclosure to any Authorized Recipient will be subject to the Authorized Recipient being bound by obligations equivalent to those set out in this clause 8. The person disclosing Confidential Information to an Authorized Recipient must ensure that such Authorized Recipient complies with such obligations.

8.2. The obligations of confidentiality in this clause will not apply to any information that either Party can show:

(a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or
(b) was in its own written records prior to the disclosure to it of the confidential Information; or
(c) was independently disclosed to it by a third party entitled to disclose the same.

8.3. The obligations of confidentiality in this clause will not prevent either Partner or TourScanner from disclosing such Confidential Information where it is required to do so under any applicable law or the rules of any recognized stock exchange or by order of a court or governmental body of authority of competent jurisdiction or a mandatory requirement of any regulatory authority.

8.4. Each Party must establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of any Confidential Information in its possession and to prevent unauthorized access to or use of such Confidential Information. Neither Party may use Confidential Information or reproduce such Confidential Information in whole or in part in any form except as may be required by this Agreement.

8.5. Personal Data shall be defined as per the EU General Data Protection Regulation ("GDPR") or any analogous law in any country which has jurisdiction in relation to the subject matter of this Agreement or any data to be processed under this Agreement ("Data Protection Legislation"). Under this Agreement, Personal Data may be transferred by Partner to TourScanner, or Partner may assist in a transfer of Personal Data by a Partner Customer to TourScanner, in particular where a booking is made through the API or if Partner is a travel-agency making a booking for and on behalf of a Partner Customer. In case of a booking through a link, anonymous or pseudonymous information such as cookie IDs or TourScanner Partner IDs, may be provided to TourScanner. The Parties agree that, with regard to such Personal Data (including pseudonymous data) and such transfer, both Parties are independent data controllers and are not data processors or joint controllers within the meaning of the GDPR. In the event that either Party processes any Personal Data contained in the Confidential Information of, or that is otherwise supplied by, the other Party or its Affiliates, such Party hereby agrees to process such Personal Data at all times in compliance with Data Protection Legislation, and to adhere to all applicable requirements for the processing of Personal Data, including, but not limited to:

- (a) process Personal Data only for the purposes of providing the services under this Agreement;
- (b) process Personal Data only in accordance with the Data Protection Legislation; and
- (c) having appropriate operational and technical measures in place to safeguard the Personal Data against any unauthorized access, loss, destruction, theft, use or disclosure.

9. Intellectual property

All Intellectual Property Rights in the Platform and Brand Elements are the property of TourScanner or TourScanner Affiliates or TourScanner Suppliers. Upon conclusion of this agreement, TourScanner and TourScanner Affiliates and TourScanner Suppliers do not abandon, but explicitly reserve their right of intellectual property, against the Partner or a third party, warranted by a law, a contract, or otherwise (now or in the future).

10. Liability and disclaimers

10.1. TourScanner shall have unrestricted liability for losses caused intentionally or with gross negligence by TourScanner, its legal representatives, or senior executives, and for losses caused intentionally by other assistants in performance. In respect of gross negligence of other assistants in performance, TourScanner's liability shall be as set forth in the provisions for simple negligence in (10.2) below.

10.2. TourScanner shall have unrestricted liability for death, personal injury or damage to health caused by the intent or negligence of TourScanner. TourScanner shall further have unrestricted liability according to the provisions of the Product Liability Act.

10.3. TourScanner shall be liable for losses caused by the breach of its primary obligations by TourScanner, its legal representatives or assistants in performance. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which Partner may rely. If TourScanner breaches its primary obligations through simple negligence, then its ensuing liability shall be limited to the amount which was foreseeable by TourScanner at the time the respective service was performed.

10.4. The System and Content are provided on an "as is" and on an "as available" basis. TourScanner shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken.

10.5. TourScanner makes no express or implied warranties or representations of any kind with respect to the Service, the Booking System, the Platform, the Content or other items offered by TourScanner.

11. Non-Solicitation

During the term of the Agreement and for a period of one year from the termination Partner shall refrain, and shall procure that Partner's Affiliates refrain, from:

- (a) influencing Suppliers or other third party maintaining a contractual or other business relationship with TourScanner or any of its Affiliates to terminate or discontinue such relationship or to reduce the volume of goods or services provided thereunder; or
- (b) soliciting or attempting to solicit the service or employment of any current or future employee of TourScanner or its Affiliates.

12. Exclusivity

The cooperation based on this Agreement is non-exclusive for TourScanner and Partner. Nothing in the Agreement shall prevent TourScanner or Partner from working with, participating in, or offering any partnership to third parties.

13. Final provisions

13.1. Amendments or additions to this Agreement must be made in writing or in text form.

13.2. Should any provision of this Agreement be or become void or invalid, this shall not affect the validity of the remaining provisions. The Parties shall in such an event cooperate in the creation of terms that achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Agreement.

13.3. The Partner may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of TourScanner.

13.4. TourScanner may assign and transfer its rights and obligations in connection with this Agreement to TourScanner's Affiliates.

13.5. TourScanner may change the Service or the general terms and conditions of this Agreement. In the event of a change to the general terms and conditions, TourScanner will notify the Partner of the changes to the general terms and conditions in text form (e.g. by e-mail). The changes shall become effective vis-à-vis the Partner and the contractual relationship shall be continued under the changed conditions if the Partner does not object to these changes within six (6) weeks after receipt of the notification of change by written notification to TourScanner. The timely dispatch of the objection to TourScanner shall suffice to comply with this deadline. In the event of objection, both parties shall have the right to terminate the contract without notice. TourScanner will specifically draw the Partner's attention to the aforementioned consequence of a failure to object in the written notification of change.

13.6. This Agreement as well as any claims out of or in connection with this Agreement shall be governed by and construed in accordance with the provisions of German Law under exclusion of its conflict of law rules. The exclusive legal venue for any disputes arising from or in connection with this Agreement shall be the courts for TourScanner's registered office. TourScanner may also sue the Partner at the competent courts for the Partner's registered office.