

General Contract Conditions



These General Conditions of Contract supplement the agreed conditions in individual contracts and read together with the General Terms and Conditions of Use constitute the basis for the facilities and services provided by CongressCheck GmbH, hereinafter defined as the 'Portal Operator'. The Contract partner hereinafter defined as the 'Customer' – (a Service Provider or User) – acknowledges that he has read the General Terms and Conditions of Use and expressly accepts the contents set out therein.

1. Purpose of Agreement

The contract regulates the basis for use of the facilities and services of the Portal Operator in accordance with paragraph 2 set out below with payment of an agreed fee.

All prices referred to in the contract are exclusive of value added taxes, which must be added thereto.

2. Scope of the Contract and Services

The Portal Operator places at the customer's disposal in each case the booked and agreed service package for the set period agreed with the customer. The management of the services and the positioning of banners and advertising space on the websites are clearly defined and understood by the parties to the contract. The Customer will obtain access to the customer log issued with compatible entry codes (log ins) for use of the Customer during the contract period. The Customer will deliver banners and picture images in any of the following formats, GIF/ JPG / PNG. Each banner shall have a capacity not exceeding 50 KB (exceptions to the rule are possible). In the event that the banners, picture images, information, texts and advertising contents are not placed at the disposal of the Portal Operator at the beginning of the contract period through no fault of the Portal Operator then the Customer will have no right to claim any reduction in the agreed service charges.

The Portal Operator takes over responsibility for hotel management and event management for users and places accommodation and event services on behalf of Customers at the disposal of users and available for booking. The Portal Operator acts here in the name and for account of procured customers. The lodging / provision of services contract is established between the procured customer on the one side and the Service Provider on the other. Any deviation from this contract form requires the agreement and written consent of the Portal Operator.

The Service Provider undertakes to provide the Portal Operator with a full list of bookings, arising from all reservations and/or agreed bookings or those arising direct through the intermediary of the Portal Operator himself, as the basis for the calculation of the agreed service charges / fees to be paid to the Portal Operator. The Customer undertakes to supply the Portal Operator on request and automatically at the end of each calendar month a schedule with details of all service provisions. This schedule must show in each case a list of all incoming bookings in the period through Users with full details as to any event period and the actual service levels for which the Service Provider has charged the User.

3. Prices in €

The prices relate to services selected by the Customer according to the given services description and constitute the computation basis for the calculation of fees. Prices applicable are those pertaining at the time of booking according to published price tariffs or special price terms agreed at the time of booking.

Invoicing will take place at the moment the services are booked and confirmed.

Prices are valid from 1st of August 2010 and will be superseded from the date any new prices are announced. Such changes will also apply to new contracts, contracts which have been extended and or amended. All prices are subject to an additional charge in respect of a value added tax (hereinafter referred to as VAT), presently charged at the rate of 19%.

In respect of accommodation services booked through the intermediary of the Portal Operator the latter will charge a provision amounting to 10% of the overnight stay charges plus the aforementioned 19% VAT.

The calculation of provision payable to the Portal Operator will be based on a schedule of listed bookings to be provided by the Service Provider direct to the Portal Operator.

For the intermediation of services relating to events the Portal Operator will invoice the Service Provider an intermediation commission equivalent to 5 % of the value of the arranged services such as F+B and 10% of the amount of deployment costs principally the rental costs for the rented event location together with 19% VAT, respectively. The billing will take place after performance of the services to be provided by the Service Provider. Deviations from this procedure need the approval and written consent of the Portal Operator.

For customers who have booked CheckDirect the Portal Operator will not charge any pro-rata intermediation commission in respect of through Users direct booked event services. The same applies with regard to provision fees for accommodation services rendered. If the location event and the accommodation provider are one and the same, then the provision arrangements in this case are not applicable.

The same applies for Service Providers with a company registration in the category Service Provider. In the event that the Portal Operator applies for services direct from the Customer, then the rules applicable to bookings through CheckDirect do not apply and the normal price agreements and provision arrangements are then applicable.

4. Duration and Termination of Contracts

A contract will be effective following despatch by the Portal Operator of a confirmation of the customer's booking. The performance obligation/ duration period of the contract shall be deemed to begin at the point/date when services are to be provided. Exceptions to this rule are possible after consultation with and with the written consent of the Portal Operator. The minimum period for service packages and the advertising services of the Portal Operator correspond to the period booked by the user. Contracts for service packages and advertising services will be automatically extended for the same period, if no further extension period has been agreed and where notice of cancellation / termination of a contract has not been advised by not later than 3 months before the contract expiry date. An exception to this rule is the package 'Check 1', which is a package which is free of charge and is therefore not subject to any contract deadline. The disposition and availability of 'Check 1' packages lies at the sole discretion of the Portal Operator.

CongressCheck Ilc.

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Banking account: Hannoversche Volksbank | Account number: 0623227200 | Bank code: 25190001 | Place of venue: Hannover |

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The Customer renounces any claim whatsoever he might have against the Portal Operator which might automatically entitle him to the provision of the services offered by 'Check 1'.

For contract periods of between 1 to 3 months for advertising services the contract cancellation deadline date is 15 days before expiry of the relevant contract.

Event appraisals such as 'Check Report' are carried out for each event and end automatically after termination of the relevant customer survey of event participants and in any event, without any requirement to give notice thereof, at the latest 8 weeks after the circulation of appraisal forms.

In the event that the Customer contravenes any price and payment agreement with the Portal Operator, then the Portal Operator is authorised to change, delete or suspend the contents / services contained in the respective/relevant contract without obligation to inform the user and without any need to give any reason or justification for this action.

5. Cancellation Policy

Power of Revocation

The Customer may revoke his contract declaration in text format (for example by letter, telefax or by e-mail) within 14 days of submission without obligation to give any reason for doing so. The time limit commences after receipt of this instruction in text format, however does not commence before completion of a contract (pursuant to 312b Abs. 1 Satz 1 BGB), also does not commence before the fulfillment of the obligations of the Portal Operator as information provider (pursuant to article 246 § 2 in conjunction with § 1 Abs. 1 und EGBGB), and does not commence before the completion of the obligation of the Portal Operator (pursuant to 312e Abs. 1 BGB). The preservation of the right to revoke the contract is fulfilled adequately by the timely despatch of a notice of revocation. The notice of revocation should be addressed directly to the Portal Operator.

Consequences of Revocation

In the event of an effective revocation there will follow a mutual cessation of services provided and where appropriate with payment refund. If the Customer is not able to return the services received either wholly or in part to the Portal Operator, then the Customer must provide the Portal Operator with an equivalent compensation. Attention should be drawn to the fact that the Customer can avoid the obligation to provide compensation on the basis that the Customer does not avail himself for personal use of the services and omits high value services. Any obligations for the refund payments must be fulfilled within a period of 30 days. The time limit for settlement for the Customer commences from the date of despatch of his declaration of revocation, for the Portal Operator from the date of receipt.

Special/Particular Information

The contract revocation right of the Customer expires prematurely, if the contract terms have been fully implemented exactly in accordance with the wishes of the Customer, before the Customer has made use of his revocation right.

6. Special Regulations for Services provided by the Server

Services, deliverable performances and advertising with banners on websites powered by the Portal Operator are insofar as not otherwise agreed on average 99% (annual average) accessible on the websites and to the extent not otherwise agreed with pre-determined restrictions, are deemed to be available 24 hours a day seven days a week.

The stored data, associated links and e-mail connection placed by the Customer on the hosting website will not be checked by the Portal Operator. The Customer alone assumes responsibility for the content of this data. The Customer indemnifies the Portal Operator and holds the Portal Operator harmless against any claims from third parties, which could arise as a result in particular of violation of copyright, trademark, company and naming rights, as well as any violation of penal provisions or financial penalty provisions. Should any claim arise in respect of a violation of any legal provisions or regulations then the Customer is obligated to inform the Portal Operator immediately with all details. In the event that the claims made against the Customer are not blatantly groundless or there exist grounds to believe that the contents placed by the Customer contain punishable or improper material then in such circumstances is the Portal Operator authorised temporarily to suspend the contents to which objections have been raised, if the Customer fails to provide the Portal Operator with the information which is referred in decent time. The Portal Operator is in any event authorised to effect a suspension when the stored texts from the Customer on the server of the Portal Operator the rights of third parties, contain punishable content or whose content give rise to fines or financial penalties or if a court of law decides to forbid the content. A right to suspend website content according to current provisions is valid by violation of rights of the German Federal Republic. By violations of foreign rights current provisions are so long valid, until the Customer has made sure that the violation of rights can be avoided through agreed measures to restrict access to the stored data. Should the Customer become aware of any technical system defects he is obliged to inform the Portal Operator of this immediately. Technical disorders will be remedied by the Portal Operator, when not otherwise agreed, on weekdays between 09-18.00 hours.

Interruptions to the functioning of the server due to circumstances beyond control of the Portal Operator, in particular disruptions to the network, industrial action, lockout, regulatory actions etc.; also if they occur through suppliers, or their subcontractors or through access providers, in all such cases the Portal Operator is not responsible.

If the hindrance or obstruction lasts longer than two weeks the Customer is authorised, after allowing for a reasonable period of grace, to give notice to cancel the contract. Whenever possible advance warning will be given concerning any necessary interruption to operations of the network for maintenance or repair work. This maintenance or repair work will be undertaken insofar as possible between 09-18.00 hours.

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7. Liability

Any claims for compensation in respect of breach of contract, attributable to mistakes during contract negotiation, unauthorised dealings and compensation for damages in respect of non-performance are valid only, if the damage caused is based on deliberate intent, or an act of gross negligence on the part of the Portal Operator, his executive staff members, legal representatives or agents.

By compensation claims arising from default such claims are only valid to the extent that the compensation demanded is based on collateral damage or damage arising as a consequence of contractual shortcomings, except where the liability is based on a guarantee or warranty which the Customer should have taken out in order to protect himself against such risk of damages.

The restriction of liability to deliberate intent and gross negligence does not apply however in cases where cardinal duties have been violated. Insofar as liability for ordinary negligence cannot be ruled out, the extent of any such liability will be restricted to damages which could be anticipated as typical following conclusion of the contract of this type.

In all other respects the liability clauses set out in the General Terms and Conditions of Use expressly form part of the contract conditions and apply herein.

8. Non-Assignment Clause

The assignment of claims by a Customer against the Portal Operator to a third party is not allowed.

9. Payment Dates and Charges

Charges/Fees for service performance and services are due and payable 7 days after invoicing. In the event that the Customer defaults in his payment obligation, the Portal Operator is authorised to deactivate the services and performances provided, to close down any banner activity and is also free to allocate this advertising spot elsewhere. The right to enforce a claim for damages in respect of non-compliance of contract remains hereby unaffected.

10. Final Provisions

Subsidiary agreements or any change to terms and conditions herein require the written form. Miscellaneous subsidiary agreements to this contract do not exist. In the event that one or more articles of this contract is void or ineffective or could be in the future void or ineffective, then the subject articles shall be replaced by a legally binding and effective form of words, which come closest to the commercial intention of the original text.

Hanover 06.09.2010

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