

General Business Terms of Salzburger Land Tourismus GmbH

(as amended 01.01.04)

Salzburger Land Tourismus GmbH, referred to hereinafter as the Contractor, maintains an Internet portal at the address www.salzburgerland.com which is intended to give the Salzburg tourist industry a global presence on the World Wide Web.

These terms of business regulate the mutual rights and obligations between the Contractor and his contract partners, who are given the opportunity to advertise and/or sell their tourist services via the portal of the Contractor. The contract partners are referred to hereinafter as Customers.

1.0 About use of the platform in general

- 1.1. The contract partners have a duty to make every effort to ensure that the content supplied by them (directly or indirectly) into the Internet portal meets the requirements of a comprehensive, up-to-date Internet-based information system for tourist services. Content is understood to mean analogue and digital data, texts, photographs, graphics and audio and video sequences of any kind.
- 1.2. Content which the Customer uploads onto the platform himself with the aid of the technical tools of the Contractor must not be detrimental to the concept of the platform, must conform to good morals and must comply with the applicable laws, in particular competition laws and criminal law.
- 1.3. The Contractor expressly reserves the right – but not the duty – to monitor as he sees fit the content uploaded by the Customer. However, no Customer shall have a right to demand that the content of a certain other contract partner of the Contractor be monitored other than as provided in the statutory provisions of the e-commerce regulations.
- 1.4. The Customer declares that he is aware of the scope of performance and the technical software aids of the Contractor that are available to him.
- 1.5. The Customer shall nominate a contact person to the Contractor who shall have competence in both material and technical matters. The Customer undertakes to support the Contractor in the performance of services, particularly in respect of the observance of binding periods and due dates. Insofar as this is required for performance of the service, the Customer shall collaborate within reasonable bounds and shall make the pertinent information and content available immediately, correctly and in full. The Customer shall bear all costs he incurs thereby. This shall

apply in particular for system and design changes as well as technical changes to the platform. The Contractor will inform the Customer in good time of any such intended changes and additions. Further development of the platform shall be at the free discretion of the Contractor.

- 1.6. The Contractor will strive to ensure that the platform is operated as smoothly as possible. However, the Customer expressly acknowledges that planned and fault-related interruptions to operation may occur due to technical reasons on the part of the Contractor, whether these interruptions affect hardware, software or Internet access. The Customer expressly acknowledges that the platform may not have 100% availability and that no entitlement to compensation – in particular for lost profit – may be derived therefrom.
- 1.7. A reduction in the current fee (where one is charged) will be made if the platform is out of operation for more than 3 hours in the period from 9.00 a.m. to 6.00 p.m. on weekdays (Monday-Friday). The reduction will be calculated as a proportion of the monthly fee (with the governing factor being the number of hours for continuous 24-hour operation in this month). If the Customer is charged a brokerage commission for transactions effected via the platform, no reduction will be made for a loss of operation.
- 1.8. Technical requirements for use of the platform by third parties: for PCs, Microsoft Explorer from Version 5 or Netscape from Version 6; for Macs, IE from Version 2.0 or Safari from Version 1.0. The platform was designed and tested for this client software. The Contractor will not be responsible for any disadvantage due to other conditions of use prevailing for the user.

2.0 Placing of orders

- 2.1. To be legally binding, each order must be placed in writing and accepted by the Contractor by means of a written confirmation of order. Any change to the order must also be made in writing.
- 2.2. Should the order fail to be executed for reasons beyond the control of the Contractor, the Customer undertakes to pay a cancellation fee to be defined in the individual order.
- 2.3. Formation and rescission of the contract between the supplier of a tourist service or hotel company and the user of the website is governed by Points 2 and 3 of the Conditions of Contract for Hotels http://feratel.concentrator.net/show_agb.asp?AGB=373&STO=0

- 2.4. Formation and rescission of the contract between the operator (Contractor) and the user of the website is governed by Points 3 and 4 of the General Terms of Negotiation
http://feratel.concentrator.net/show_agb.asp?AGB=373&STO=0

3.0 Payment terms and invoicing

- 3.1. The Customer shall make payment net within 14 days of receipt of the invoice. Payment will only be considered timely if it is credited and available on the account of the Contractor on the last day of this period.
- 3.2. In the event of late payment, the Contractor will be entitled to demand penalty interest from the Customer on the outstanding amount in accordance with § 1333 (2) ABGB.
- 3.3. The Customer shall further pay the Contractor at least the sum of €20.00 (inc. 20% sales tax and postage for registered letters) for every written reminder, but no more than 2% of the outstanding total sum; this shall apply if the Contractor issues the reminders himself. If the Contractor makes use of the services of a collection agency or solicitor, these costs shall also be borne by the Customer. The procedure in dunning shall be at the free discretion of the Contractor. No duty to dun due invoices before legal action is taken shall exist.
- 3.4. Sums received will be set off first against the costs of collecting the debt, then against the interest and then against the outstanding capital.
- 3.5. All invoice sums are subject to sales tax at the statutory rate applicable for the legal position prevailing for the Contractor.

4.0 Rights and duties of the Customer

- 4.1. The Customer shall not use the Internet portal of the Contractor for purposes that are unlawful, contrary to the provisions of this contract or detrimental to the purpose of the www.salzburgerland.com platform. The Customer shall check his content and the content of the websites to which his content is connected by means of links to ensure that these do not either directly or indirectly prejudice the reputation of the Contractor or breach the Austrian legal system, in particular with regard to good morals, Austrian competition law, laws on intangible assets (including advertising law), copyright and criminal law.

- 4.2. Before transmitting the data to the Contractor or placing the content on the Internet portal of the Contractor, the Customer shall ensure that he holds rights of utilization to the content to the extent required for publication on the platform of the Contractor; this includes, but is not restricted to, all rights to the provision, entering, transfer and publication of the content.
- 4.3. The Customer has a duty to grant the Contractor at no charge the non-exclusive right to the worldwide use of this content in connection with the operation of the Internet portal of the Contractor. This right on the part of the Customer shall be deemed granted to the Contractor upon transmittal of the content to the Contractor or uploading of this content onto the platform.
- 4.4. In respect of the content provided by or for him, the Contractor shall in particular ensure that the texts, photographs, graphics, animations, videos, audio data etc. made available by him to the Contractor or added by him to the portal of the Contractor do not impair any rights of third parties for this type of use, in particular copyrights.
- 4.5. The Customer has in particular been instructed that in respect of photographs the photographer must expressly grant the corresponding rights of Internet use, that the photographer has a right to his name being mentioned – which right should be waived for the purposes of publication in the portal of the Contractor – and that copyright may exist in respect of the objects or items illustrated in the photographs, e.g. the consent of an architect of a building may be required, if the photograph was not taken from a public highway.
- 4.6. The Customer shall indemnify the Contractor against action brought by third parties on account of material made available to the Contractor. The Customer shall in every case bear the costs of any pre-court legal representation of the Contractor.
- 4.7. The Customer also acknowledges the right of the Contractor to place orders of third parties (particularly banner advertising) on all pages of the platform and in particular those which the Contractor uses, in accordance with the web design known to the Customer, without requiring the consent of the Customer and without entitling the Customer to claim a fee or a reduction in his payment obligation towards the Contractor.
- 4.8. The Contractor reserves the right not to execute the order or to reject the content of the Customer or cancel execution of the order if it suspects that the content breaches applicable laws; this applies particularly in cases in which the Customer or the Contractor is requested to desist and refrain by third parties or investigations are commenced by state authorities. The Contractor shall have the right to do so even if the Customer is unable to demonstrate on request

the necessary rights to the content which he is transmitting. The Customer will be notified of the refusal/cancellation and the reasons for it.

- 4.9. Data provided or uploaded by the Customer must conform to the technical guidelines of the Contractor. The Contractor will notify defects and, where possible, request the Customer to make suitable content available. Delays will be at the expense of the Customer. In the event of further delay, the Contractor may – but is not obliged to – rectify defects himself at the expense of the Customer.
- 4.10 The Customer shall be bound to examine the content immediately after it has first been activated and to notify the Contractor in writing or by fax or e-mail (sent to the correct contact person) of any defects within three working days of first activation. The content to be placed will be regarded as accepted at the end of that period. Liability for defects will exist only if prior notification had been given.

5.0 Due dates

- 5.1. Should the Contractor be unable to keep the agreed deadline for performance through no great fault of his own, the Customer shall grant a reasonable period of grace of at least 2 weeks without the Customer accruing any claims whatsoever arising from this delay. This period of time shall commence upon receipt by the Contractor of a written reminder/fax/e-mail from the Customer.
- 5.2. Delays due to circumstances on which the Contractor has no direct influence shall result in the period for performance being extended by the period of delay caused by the circumstances.
- 5.3. Such circumstances shall in particular include events within the sphere of subcontractors of the Contractor which the latter could not have foreseen upon formation of the contract and over which the latter cannot exercise any influence, unless the Contractor was culpable in the selection of these subcontractors. The Customer shall not accrue any claims of any kind whatsoever against the Contractor on the basis of such delays.

6.0 Outsourcing of the order

- 6.1. The Contractor is entitled to outsource all or part of the order to third parties. In the case of substantive parts of the order, he will inform the Customer before the intended outsourcing.

- 6.2. Parts of the order are considered substantive if they exceed at least half the total value of the order where the total value of the order is at least €7,500.00.

This duty of disclosure also exists in respect of those parts of the order which were expressly designated by the Customer as substantive at the time the order was placed.

7.0 Warranty, liability and compensation of the Contractor

- 7.1 The Contractor offers no warranties or guarantees whatsoever with regard to the suitability, reliability, availability, topicality and accuracy of the Internet portal for any specific purpose. The Customer shall bear the risk that the processing of the content and its placing does not correspond to his requirements in terms of advertising. The Contractor does not promise the Customer any particular economic success through his activities or through the use of his Internet portal www.salzburgerland.com.
- 7.2 The statutory duties of an advertising agency to warn are expressly excluded. The Customer acknowledges that only the service of portal operation together with the necessary work and provision is agreed with the Contractor.
- 7.3 The Contractor further does not accept any liability for losses or damage resulting
- from the use of the Internet portal and/or the services associated with it,
 - from the delay or impossibility of using the Internet portal (interruption to operation),
 - from the provision of content or from the fact that this content was not provided.
- 7.4 The Contractor excludes any liability for acts in connection with the placement of content on his Internet portal and for the resulting (direct or indirect) losses or damage. The Contractor will not be liable for content of the Customer, and in particular not for errors, inaccuracies, incompleteness in relation to content and losses or damage arising through the use of content of the Customer. The Customer shall indemnify the Contractor against claims brought by third parties in respect of such losses if they originate in the sphere of responsibility of the Customer.
- 7.5 The Contractor is additionally not responsible for monitoring the content of the Customer. The Contractor accepts no liability for the quality of such content and for its lawfulness (particularly in respect of laws governing intangible assets and competition law). However, the Contractor reserves the right to verify already placed content, the links contained therein and the content of the linked websites as far as possible and to remove or block them if they are unlawful or breach the provisions of this agreement.

- 7.6 The Contractor accepts no liability for verifying the capacity to contract of the users of the platform or their credit rating in the execution of transactions via the platform.
- 7.7 All transactions, advertising and announcements, including payments, effected on behalf of the Customer in connection with the activation of the content on the website of the Contractor shall come about solely between the Customer and another third party. This is entirely the sole responsibility of the Customer. The Contractor is not responsible or liable either directly or indirectly for any part of such transactions, advertising, announcements etc. The Customer shall indemnify the Contractor against any resulting action.
- 7.8 The Contractor accepts no liability for any errors in translation. Unless otherwise agreed, a translation in various languages is guaranteed within 7 working days from receipt by the Contractor.
- 7.9 All exclusions of liability shall not apply for losses caused by intent or gross negligence on the part of the Contractor, nor for claims founded on provisions of mandatory law (e.g. product liability).
- 7.10. Liability for lost profit is excluded in all cases.
- 7.11. The liability of the operator (Contractor) towards the users of the Internet portal is governed by point 5 of the General Terms of Negotiation (www.salzburgerland.com).

8.0 Inventions

- 8.1. The Customer has no claim to inventions or other industrial property rights created by service providers of the Contractor within the scope of the performance of services.

9.0 Identification

- 9.1. The Contractor is entitled to refer to his authorship on all services he provides without the Customer accruing any entitlement of any kind whatsoever thereby.

10.0 Confidentiality

10.1. Both parties hereto are prohibited from using themselves or passing to a third party during or after termination of the contract business and operating secrets and information which they have obtained, even by accident, about the nature, size of business and practical activities of the other party. This duty also extends to business and operating secrets relating to clients, employees or members of the parties hereto.

11. Co-operation of the Customer

11.1. The Customer shall have no entitlement whatsoever to a consideration for co-operation, suggestions for improvement or letting the Contractor have the use of artwork.

12.0 Early cancellation

12.1. The Contractor may dissolve the contractual relationship for good cause at any time without observing notice periods. Good cause shall in particular exist if

- bankruptcy proceedings are instituted against the assets of a contracting party or the institution of such proceedings is rejected for insufficiency of assets;
- the Customer commits a gross breach of his contractual obligation or repeatedly breaches ancillary obligations under the contract, in this case after being requested to desist and refrain;
- a contracting party or a person charged by it with performance of the order breaches the duties of confidentiality;
- outstanding invoice sums of the Customer are not paid despite a reminder.

13.0 Assignment

13.1 The claims accruing to the Customer against the Contractor on the basis of the contract may only be assigned with the express consent of the Contractor.

14.0 Set-off

14.1. The Customer may only set off against claims of the Contractor or assert a right of retention if the claims of the Customer have been recognized in writing or declared final by a court order enforceable in Austria.

15.0 Applicability of these terms

- 15.1. The Contractor accepts orders in principle only on the basis of these terms and conditions. The parties hereto expressly recognize with legally binding effect that they have noted these terms and conditions so that they have become a part of the contract. Reference by the Customer to his own "General Business Terms" shall only be effective if this is agreed in writing. Any addition or amendment to these terms and conditions must be agreed unanimously and made in writing.
- 15.2. The nullity, ineffectiveness or unenforceability of part of these terms of business will not affect the validity, effectiveness and enforceability of the remaining parts. Null, ineffective or unenforceable provisions shall be replaced by valid, effective and enforceable provisions coming closest to the economic purpose of the null, ineffective or unenforceable provisions.
- 15.3. The omission by the Contractor to exercise an option to act under this contract shall not under any circumstances be considered a waiver.

16.0 Place of performance and jurisdiction

- 16.1. Salzburg is agreed as the place of payment and performance unless otherwise expressly determined at the time the order is placed.
- 16.2. The parties hereto agree that the place of jurisdiction for any and all disputes arising from this contract shall be the court having material competence in the district of Salzburg-Land.

17.0 Applicable law

- 17.1. This agreement and any and all legal disputes with regard to the valid formation of this agreement shall be governed solely by Austrian laws, to the exclusion of the UN Sales Convention and references to other legal systems.

Salzburger Land Tourismus GmbH eh.