

Mallorcaireise Hess General Contracting Terms and Conditions for Tourists

Article 1.- Scope of application and validity

1.1. These General Contracting Terms and Conditions (hereinafter, "CGC") govern the legal relationships between the user Janine Hess – "Mallorcaireise Hess", domiciled at 1 Volta, 0205, 07209 Son Valls, Illes Balears/Mallorca, Spain (hereinafter, "Mallorcaireise Hess"), and its private and commercial clients (hereinafter, "Client").

1.2. Other terms shall not be considered valid even if Mallorcaireise Hess has not opposed to them expressly.

Article 2.- Execution of a contract and Mallorcaireise Hess' services

2.1. Mallorcaireise Hess offers to its Clients an international platform for booking and providing information about holiday homes and travel related services, among others. Mallorcaireise Hess provides its Clients with intermediation services related to holiday homes/houses, through own or third parties' websites. The following terms and conditions govern the contractual relationship between the Client and Mallorcaireise Hess.

Mallorcaireise Hess expressly warns all the Clients that the lodging contracts ("holiday homes lease agreements") shall not be executed with Mallorcaireise Hess, but always with the owner specified in each case (hereinafter, **Service Provider** or **LT**), considering the General Contracting Terms and Conditions of the relevant Service Provider, if any. **Mallorcaireise Hess may only execute an intermediation order**. Therefore, the following terms and conditions are only applicable to the intermediation activity and do not affect the conditions of the home subject to intermediation in any way whatsoever.

Within the framework of the services offered, the Client is expressly allowed to consult the Service Provider about any decisive issues when deciding on the execution of a lodging contract, in the event that the information gathered and communicated by Mallorcaireise Hess is not enough to that end.

2.2. Mallorcaireise Hess shall not be held liable for any errata, printing errors or calculation errors of the online offers. Mallorcaireise Hess states that the automatic confirmation of a reservation based on data that were incorrectly entered shall not be deemed effective if the agreed price of the home is evidently different from the real value of the booked property.

Article 3.- Right of withdrawal for consumers

Right of withdrawal

The consumer may withdraw from the contract in writing (for example, letter or e-mail) within 14 days, without the need to state any reason or, if the product has been delivered before such term, by returning the product. The term shall start running once this information has been received in writing, but in no case before the execution of the contract (in the case of a service) or the receipt of the product by the receiver, nor before compliance with our information obligations pursuant to Section 246, paragraph 2, in relation to Section 1, paragraphs 1 and 2, of the Introductory Act to the German Civil Code (EGBGB), and with our obligations pursuant to Section 312g, paragraph 1, first phrase, of the German Civil Code (BGB), in relation to Section 246, paragraph 3, EGBGB. Sending the statement of withdrawal or the product within the term for withdrawal is enough to meet such term.

The statement of withdrawal shall be addressed to:

Mallorcaireise Hess

Mrs. Janine Hess

1 Volta, 0205, Son Valls, Illes Balears/Mallorca, Spain

E-mail: reservas@finca-mallorcaireise.com

Consequences of withdrawal

In the event withdrawal is effective, any products/services received by either party shall be returned, as well as any profits obtained (e.g., interest). If the product/service received may

not be returned, either in full or in part, or may only be returned in a deteriorated condition, we shall be eventually paid compensation. As a result, the party may be required to comply with the contractual payment obligations for the term up to the withdrawal. The obligations to refund payments shall be fulfilled within 30 days. The term shall start running when the statement of withdrawal or the product is sent or received, as applicable.

Special warning

Your right of withdrawal shall be deemed terminated if, at your express request, both parties have fully fulfilled the contract before you exercised such right.

End of information about withdrawal

Article 4 - Reservation and payment

4.1. Reservation order

Mallorca Reise Hess' contractual obligation consists of the correct intermediation related to the lodging booked. It is not liable for service booked as such.

The order for Mallorca Reise Hess to make a reservation or other individual service shall be made through the website www.mallorca-reise-hess.com or an associated website. The Client issues a binding reservation order. The order by the Client may be in writing, oral or online (by clicking the button "send payment reservation"). Mallorca Reise Hess shall state its conditional acceptance of the confirmation of availability, as well as of the receipt of payment. The Client shall be linked to the reservation order until the LT, as provider of the lodging services, accepts or rejects the order. The LT shall state its acceptance of the lodging contract sending a written confirmation.

The reservation may be confirmed by mail or e-mail.

Mallorca Reise Hess informs that the text of said contract is not automatically stored upon execution of the contract. Therefore, it is advisable to keep the text of the contract when making the reservation.

4.2. Payment

The payment is based on the lodging contract of the Service Provider.

4.3. Services of the Service Provider

The scope of the LT's contractual services is included in his/her/its description of services, as well as in the data related to the confirmation of reservation.

Article 5.- Cancellation and early termination

If the tenant cancels the contract before the rental period starts and doesn't name a replacement that accepts the same terms and as long as another rental is not possible the down payment will not be returned. Furthermore, the following percentages of the rental price will have to be paid to cover the management costs:

Termination:

- up to 90 days before rental period: 30 % of rental price.
 - up to 60 days before rental period: 55 % of rental price.
 - up to 30 days before rental period: 75 % of rental price.
 - less than 29 days before rental period: 100 % of rental price.
- In case of no-show without prior notice 100% of the rental price.

The owner will try to find another tenant. The tenant can prove a lesser damage at any point. If the tenant terminates their stay early, they are still responsible to pay the full rental price. Termination is only accepted in writing. The date applicable is the day the document is received by the owner. In case of cancellation prior to commencement, in any case, a processing fee of 250 € is to be paid, which is possibly charged with the deposit.

It is strongly recommended to take out travel cancellation insurance.

Article 6.- Obligations of the tenant

6.1 The client is obliged to comply with all the obligations set out in the holiday home rental contract.

6.2 Furthermore, the client is obliged to provide accurate information at all times about the number of persons occupying the rented property. The occupancy of an additional number of persons requires the prior written consent of Mallorcareise Hess. The price of the rental property may increase in this case to the rate generally charged by Mallorcareise Hess per additional person.

6.3 Prohibition of unauthorised parties. It is expressly forbidden to hold any type of party not authorised by the lessor in the rented property. Failure to comply with this prohibition shall entitle the lessor to terminate the contract, with the consequent abandonment of the property by the lessee, and the lessee shall pay the lessor, by way of compensation, an amount of 80% of the agreed rent.

Article 7.- Termination by the Client, changes in the reservation, substitutes

7.1 Any Client may terminate the lease contract booked at any time before the commencement of the trip. The cancellation fees, if any, shall be based on the CGC of the relevant LT. The cancellation terms shall be showed in the registration form before any reservation is made. In this case, receipt of the termination statement by the LT, rather than by Mallorcareise Hess, is essential.

7.2 The contract shall be terminated pursuant to the General Contracting Terms and Conditions of the relevant LT.

7.3 If, at the Client's request, there is any modification to the date of the trip or lodging (changes to the reservation) after the lodging is booked for a date included within the term of the lodging description, Mallorcareise Hess may charge a fee on account of the changes to the reservation. In the case of intermediation, a reservation may only be changed through termination and subsequent execution of a new contract. The cancellation fees are specified in the description of the fees of the corresponding offer of the relevant Service Provider.

7.4 In the case of holiday trips, the General Contracting Terms and Conditions (if any) of the relevant Service Provider shall be applied, which shall be shown before each reservation and expressly confirmed by the person making the reservation by clicking.

7.5. Services not used

If the Client does not use some of the services due to an early return of the trip or other force majeure events, the Service Provider shall not be required to return the lodging price.

Article 8.- Insurance

The price of the holiday home does not include any travel insurance. Mallorcareise Hess recommends all Clients to take travel insurance, particularly insurance covering expenses for cancellation of the trip and/or compensation, as well as medical insurance abroad.

Article 9.- Provisions on passports, visas, customs, currencies and health

9.1 As a general rule, every Client shall be responsible for complying with the necessary personal conditions for travelling or related to the lodging, and with all legal provisions, particularly, provisions on national and foreign entry and exit, health, passports, currencies, customs and visas. Such provision shall be applicable to the procurement of the necessary trip documents. The Client shall be responsible for any damages arising from the breach of these provisions, even if such provisions are modified after the reservation is made.

9.2 Within the framework of the legal information obligation, Mallorcareise Hess shall provide truthful information about any inquiries related to item 7.1. However, it shall not be held liable therefor in any way whatsoever. Mallorcareise Hess expressly states that the authorities may modify these provisions at any time. The Client is recommended to gather information directly from the competent offices and institutions. The website of the German Ministry of the Interior, www.auswaertiges-amt.de, contains detailed information that is updated daily.

Article 10.- Limitation of liability of and assignment by Mallorcareise Hess

10.1. Liability for the content

Publication by Mallorcareise Hess of providers' content and reports shall not be deemed as an expression of Mallorcareise Hess' opinion and, particularly, Mallorcareise Hess shall not be held liable for such content. Offers, particularly those regarding lodging reservations or related services or products, are based on the data provided by the external contractual partners or on the websites thereof. They are not a promise of Mallorcareise Hess to the Client. All contracts entered into through these offers shall be deemed as contracts between Mallorcareise Hess' Client and the relevant external contractual partner. Particularly, Mallorcareise Hess does not act at any time as tour operator or travel agency. Likewise, Mallorcareise Hess shall not be held liable for the accuracy, quality, integrity, reliability, type or characteristics of its own editorial content. Particularly, consulting the editorial content does not imply any advice or information. The foregoing provision shall not be applicable if the content itself infringes rights of third parties. In such a case, the legal liability shall not be affected. Hyperlinks, advertising banners, data about touristic lodging, excursions or providers and information of this kind are not a recommendation from third parties and their services by Mallorcareise Hess. Mallorcareise Hess shall not be held liable for the content thereof, including prices and availability. Particularly, Mallorcareise Hess does not consider such content as its own. If the LT sells his/her/its holiday home or such can no longer be leased for other reasons, the Service Provider shall be exclusively liable before the Client.

10.2. Technical liability

Mallorcareise Hess shall not be held liable for any technical problems not attributable to it or for any damages caused due to force majeure. Likewise, Mallorcareise Hess shall only be held liable in the event of wilful misconduct and gross negligence, as well as for any breach of essential contractual obligations. However, in the latter case, it shall be held liable only for the damages that may normally be foreseen. German Law on defective products shall not be affected. Mallorcareise Hess shall not be held liable in any form whatsoever for the continued availability of data and may devote all the time it freely determines to the technical works.

10.3. No assignment

Client's rights to Mallorcareise Hess may not be assigned to third parties, including spouses or relatives. The foregoing provision refers to both the rights arising from and related to the intermediation contract and those deriving from unlawful acts. Likewise, third parties shall not be entitled to file a legal action in their own name for the abovementioned rights of the Client. Assignment of the Client's rights to the Service Provider shall not be affected, unless otherwise provided for in the CGC of Service Provider.

Article 11.- Warning about data protection

11.1. Client's data shall only be consulted, stored and used for the purposes of processing the order. The legal basis applied in this case is the relevant provisions on data protection of the Federal Law on Data Protection (BDSG) and of the Law on Data Protection in Telematic Services (TDDSG).

11.2. In order to be able to perform maintenance works in the system, Clients' data shall only be transmitted to the service providers to which performance thereof has been entrusted. These individuals and companies may only use the Clients' data to process the orders, but not for other purposes.

11.3. Mallorcareise Hess shall require the Client's consent to provide other services (client account, newsletter). This consent may be revoked at any time, mainly by e-mail.

11.4. The body in charge of collecting data is:

Janine Hess – "Mallorcareise Hess", 1 Volta 0205, 07209 Son Valls, Illes Balears, Spain.

E-mail: reservas@finca-mallorcareise.com.

11.5. At all times, the Client shall be entitled to access, rectify, block and, eventually, eliminate its stored data at no charge. Should the Client wish to exercise this right, Mallorcareise Hess requests the Client to contact Mallorcareise Hess by e-mail or mail.

Article 12.- Protected rights and right of use

The content published on Mallorcareise Hess' website, particularly the photographs, descriptions of products, logos, etc., both of its own and of Mallorcareise Hess' associated companies, is protected by law. Any reproduction (even in part) –particularly for commercial advertising purposes–, use or exploitation requires the prior written consent of Mallorcareise Hess or of the associated company. Any reproduction, distribution or publication of own content without the prior written authorisation by Mallorcareise Hess is forbidden.

Article 13.- Modification of the General Contracting Terms and Conditions

Mallorcareise Hess' General Contracting Terms and Conditions in force at the time of use thereof shall be applied. Registered Clients shall be informed about any modifications by e-mail. Clients may download and print the General Contracting Terms and Conditions in force in their own computer system.

Article 13.- Selection of applicable law and venue

Spanish law shall apply in full.

The place of jurisdiction shall be the domicile of Janine Hess - Mallorcareise Hess in Spain if both parties are merchants or are deemed to be merchants according to the rules of jurisdiction. In case of disputes, Mallorcareise Hess can only be sued at its domicile. For claims of Mallorcareise Hess against Customers, the domicile of the Customer shall be decisive.

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Mallorcaireise Hess' General Contracting Terms and Conditions for Service Providers / Owners

1. Scope of application

1.1 The following General Contracting Terms and Conditions are the basis for all the contracts of Mallorcaireise Hess, 1 Volta 0205, 07209 Son Valls, Illes Balears, in the course of trade with owners/service providers (hereinafter, also LT) of holiday homes and similar lodging.

1.2. The version in force at the date of execution of the contract shall be applied, as a complement to current Law, to the present and future business relationships between Mallorcaireise Hess and the Service Provider, even if not expressly agreed upon again.

1.3. Other terms shall not be considered valid even if Mallorcaireise Hess has not opposed to them expressly.

2. Subject-matter of the Contract

The subject-matter of the contract consists in providing housing for rent, such as holiday homes, including the possibility of establishing contact between the Service Provider and potential clients (tourists), as well as the promotion of the offers. Likewise, Mallorcaireise Hess shall provide the registered Service Providers with, among other things, information about the leases printed as brochure or online for downloading.

3. Execution of the contract

3.1. If the Service Provider wishes to offer lodging through Mallorcaireise Hess, he/she/it can register with us.

3.2. If an individual registers on behalf of a company that is a Service Provider, he/she shall state that he/she has the powers to represent such company.

4. Rights and obligations of Mallorcaireise Hess

4.1. Mallorcaireise Hess shall promote the visibility of the lodging offered, also publicising it on Internet portals, and shall promote the holiday home. Mallorcaireise Hess shall help the Service Provider promote his/her/its holiday home by making it possible for him/her/it to show its images and texts.

4.2. Mallorcaireise Hess shall enter in its database and publish as soon as possible the data provided by the Service Provider. At times of high demand, there may be delays in the publication of the offer.

4.3. Mallorcaireise Hess shall be empowered to modify the design of its website, as well as the number of functions available in it, if there are reasonable grounds making it necessary, provided that, in this way, the function or the equivalence relationship existing at the time of execution of the contract is not adversely affected, and such is necessary to protect Mallorcaireise Hess' interests and may be reasonably required from the Service Provider. New technical or legal developments shall be deemed as reasonable grounds. Other modifications may only be carried out by Mallorcaireise Hess with the consent of the Service Provider.

4.4. Mallorcaireise Hess shall make its best effort to fairly reproduce in the offers the photographs sent as a file or printed, to the extent possible. However, the Service Provider is aware that there may be some differences with respect to the original photographs due to the scanning of non-digital photographs and the setting of the relevant screen.

4.5. Mallorcaireise Hess shall make its best effort to keep its website in line with the current state of the art. To that end, maintenance works shall be required, which may limit the website. Mallorcaireise Hess shall announce such works in advance, if possible, and shall perform them in such a term so as to affect the Service Provider's interest as little as possible.

4.6. Mallorcaireise Hess shall also provide a consultation form which may be used by the Service Provider and the lessee to contact Mallorcaireise Hess. Mallorcaireise Hess will

endeavour to design it safely. However, the Service Provider is aware that due to the state of the art, it cannot be excluded that third parties misuse this system and may read or intercept information not intended for them.

4.7. As a general rule, Mallorcareise Hess shall carry out an identity check. If Mallorcareise Hess suspects –particularly, due to warnings by tourists– that the Service Provider's data entered are false, it shall be empowered to check the identity thereof.

4.8. Mallorcareise Hess shall observe legal provisions on data protection. The Service Provider hereby authorises its contact data to be transmitted to the tourists, particularly his/her/its phone number.

5. Rights and obligations of the Service Provider, regulation of the offer

5.1. Upon registration, the Service Provider is required to provide truthful data on his/her/its personal identity, the properties offered and payment data, and to offer only those properties he/she/it may dispose of.

5.2. Forms provided by Mallorcareise Hess may only be used as specified. In particular, the Service Provider may not promote several houses in one offer or modify the offer so as to offer another holiday home in such offer if the relevant additional service has not been booked.

5.3. The Service Provider undertakes to fully and correctly reproduce all the data of the offer, particularly, all the information related to the holiday home and, in the event of a translation, such shall be correct and thorough, and when drafting the offer, the guidelines for free texts shall be complied with. Data implying or containing misleading indications may not be provided, and the source of the information may not be hidden.

5.4. The Service Provider undertakes to meet the legal information obligations, particularly the obligation to identify the provider (legal notice) and, in the event that the Service Provider meets the necessary requirements to be considered as a tour operator, the other legal obligations.

5.5. Likewise, the Service Provider undertakes to notify Mallorcareise Hess as soon as possible about any modification of the occupation and availability of the property in general, intermediation by third parties or the property's fittings, particularly, by e-mail addressed to reservas@finca-mallorcareise.com.

5.6. Improper use of Mallorcareise Hess' e-mail system is forbidden. E-mails, as well as the recommendations of the website through the function "Recommend this page", may only be sent with the consent of the receiver.

5.7. Before publishing his/her/its offer, the Service Provider shall be required to verify if it is legally admissible, i.e., if it complies with legislation on competition, trademarks or other signs, if the copyrights of the photographs and those related to the legal status are respected.

5.8. The Service Provider shall pay taxes as appropriate, on account of the income arising from the lease of holiday homes.

5.9. If a Service Provider resides in another country of the EU and wishes to issue an invoice without the added value tax, he/she/it shall be required to inform Mallorcareise Hess his/her/its tax identification number for VAT purposes. In such a case, the Service Provider shall pay VAT in his/her/its country.

5.10. Mallorcareise Hess may transfer, either in full or in part, its rights and obligations arising from this contract to a third party. Mallorcareise Hess shall inform the Service Provider about this one month in advance. In such a case, the Service Provider may terminate the contract.

6. Right to block and eliminate offers

In the event of late payment of the fee by the Service Provider or if third parties file abstention actions deriving from legislation on trademarks, copyrights, competition or legal status rights, and the Service Provider fails to prove Mallorcareise Hess that he/she/it is entitled to publish such content, Mallorcareise Hess may block or eliminate the offers of the Service Provider temporarily or permanently.

7. Termination of the contract

Should Mallorcareise Hess become aware that the personal data included in the advertisement by the Service Provider or the data on lodging are false, particularly if the Service Provider offers lodging in the advertisements he/she/it may not dispose of, Mallorcareise Hess shall be entitled to terminate the contract.

8. Service Provider's obligation to compensate for damages, disclaimer, limitation of liability

8.1. If the content and programs transmitted or uploaded by the Service Provider result in damage or errors in objects owned by Mallorcareise Hess, including damage to, errors or crashes of the system or database, the Service Provider shall compensate Mallorcareise Hess for the damages caused.

8.2. If the content provided by the Service Provider (in particular, the design of the offer and the texts and photographs provided) or the acts of the Service Provider (in particular, the sending of e-mails to third parties) resulted in a violation of third parties' rights, the Service Provider, from this time on, holds Mallorcareise Hess harmless from any claim by said third parties.

8.3. Mallorcareise Hess shall not be held liable for any negligent breach of the obligations, provided that they do not refer to essential obligations under the contract, damages arising from attacks on life, physical integrity or health, or obligations derived from Spanish Law on defective products. Such provision shall be applicable to any breach of the obligations of the vicarious agents of the Service Provider.

8.4. In the event of a serious breach of any obligation, the Service Provider shall only be held liable up to the amount of the foreseeable damage that should have been prevented with the breached obligation. In the event of minor negligence according to paragraph 3, the liability shall be limited to the foreseeable damage typical of the contract. Limitations of liability shall also be applicable in favour of the legal representative, the employees having management duties or the vicarious agents of the Service Provider.

8.5. The essential contractual obligations of the Service Provider under paragraph 3 must be complied with in order to fulfil the subject-matter of the contract.

9. Warning about data protection

9.1. Client's data shall only be consulted, stored and used for the purposes of processing the order. The legal basis applied in this case is the relevant provisions on data protection of the Federal Law on Data Protection (BDSG) and of the Law on Data Protection in Telematic Services (TDDSG).

9.2. In order to be able to perform maintenance works in the system, Clients' data shall only be transmitted to the service providers to which performance thereof has been entrusted. These individuals and companies may only use the Clients' data to process the orders, but not for other purposes.

9.3. Mallorcareise Hess requires, by virtue of the abovementioned laws, the Service Provider's consent to provide other services (client account, newsletter). This consent may be revoked at any time, mainly by e-mail.

9.4. The body in charge of collecting data is:

Janine Hess – "*Mallorcareise Hess*", 1 Volta, 0205, 07209 Son Valls Illes Balears, Spain.

E-mail: reservas@finca-mallorcareise.com.

9.5. As a mere intermediary, Mallorcareise Hess does not store the data related to the orders and Clients which the Service Provider shall keep pursuant to the law or the contracts.

9.6. At all times, the Service Provider shall be entitled to access, rectify, block and, eventually, eliminate his/her/its stored data at no charge. Should the Client wish to exercise this right, Mallorcareise Hess requests the Client to contact Mallorcareise Hess by e-mail or mail.

10. Copyrights and right of use

10.1. Mallorcareise Hess shall hold the rights of exclusive use corresponding to its own website. The website may not be reproduced, neither in whole or in part, by reproducing the texts, pictures or design.

10.2. The Service Provider is authorised to download, present or print individual pages to document the execution of the contract. The relevant file or printout shall contain the phrase "© Mallorcareise Hess - All Rights Reserved" in a legible form.

10.3. The Service Provider states that he/she/it holds the rights of use on the content provided (texts and images), including the right to grant sub-licences; particularly, he/she/it states that he/she/it has the necessary authorisations from the persons reproduced (Model Release) or from the owner of the goods reproduced (Property Release). The Service Provider authorises Mallorcareise Hess to take photographs of the properties to be leased and to publish them for advertising presentation and leasing purposes.

10.4. If the content of the Service Provider's offer includes trademarks or rights in signs, he/she/it states that he/she/it is authorised to use them, including the right to grant sub-licences.

10.5. When transmitting the content to Mallorcareise Hess, the Service Provider states that he/she/it accepts that Mallorcareise Hess uses such content in any way whatsoever as publication of the offer.

11. Modification of the General Contracting Terms and Conditions

Mallorcareise Hess' General Contracting Terms and Conditions in force at the time of use thereof shall be applied. Registered Clients shall be informed about any modifications by e-mail. Clients may download and print the General Contracting Terms and Conditions in force in their own computer system.

12. Selection of applicable law and venue

Spanish law shall apply in full.

The place of jurisdiction shall be the domicile of Janine Hess - Mallorcareise Hess in Spain if both parties are merchants or are deemed to be merchants according to the rules of jurisdiction. In case of disputes, Mallorcareise Hess can only be sued at its domicile. For claims of Mallorcareise Hess against Customers, the domicile of the Customer shall be decisive.