

## **Terms of Use for the Hotel Flandrischer Hof's WEBSITE**

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Welcome to the Terms of Use for this website (the "**Website**"). Use by you of the Website is subject to the General Terms & Conditions of Flandrischer Hof and to the specific terms and conditions which are listed here and on the various pages of this Website (collectively referred to as the "**Terms of Use**") and to all applicable laws and regulations, including those related to copyright, trademarks and other intellectual property rights.

The Website offers information on the Hotel Flandrischer Hof, HotelRega GmbH and affiliated companies and locations. Terms used throughout the Website, such as "**FH**" (Flandrischer Hof), "**we**", "**us**", "**our**", "**ours**" and other similar terms, may refer to one or more than one of the companies of HotelRega GmbH.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU OBTAIN OR USE MATERIAL, INFORMATION, PRODUCTS OR SERVICES VIA THE WEBSITE. THE ACT OF ACCESSING THE WEBSITE CONSTITUTES ACCEPTANCE OF THE TERMS OF USE SET FORTH HERE.

We reserve the right to alter, update or correct these Terms of Use or the information listed on the Website, at any time and without prior notice, by publishing the altered terms on the Website. Continued use of the Website by you constitutes acceptance by you of the revised Terms of Use. If you do not accept these Terms of Use (in the most recently amended version), please exit the Website immediately.

### **USE OF COOKIES**

Various types of cookie are used on the Website in order to make certain functions of the Website available. A cookie is a small text file with small quantities of information, which is downloaded onto your computer or your mobile device when you visit a website. These cookies are then returned to the original website when you use this Website again or access another website which recognizes the cookie.

### **Data protection statement for the use of Facebook plugins (like-button)**

Plugins from the Facebook social network, 1602 California Avenue, Palo Alto, CA 94304, USA are integrated in our web pages. The Facebook plugins are identifiable by the Facebook logo or the like-button on our Website. An overview of the Facebook plugins can be found here: <http://developers.facebook.com/docs/plugins/>. When you visit our web pages, the plugin sets up a direct link between your browser and the Facebook server. Facebook thus receives the information that you have visited our Website with your IP address. If you click on the

Facebook like-button while you are logged into your Facebook account, you can link the contents of our web pages to your Facebook profile. This enables Facebook to attribute the visit to our web pages to your user account. Please note that as providers of the Website we do not gain knowledge of the content of the transmitted files or of their use by Facebook. Further information on this can be found in Facebook's Data Protection Statement at <http://de-de.facebook.com/policy.php>.

If you do not want Facebook to be able to attribute the visit to our web pages to your Facebook user account, please log out of your Facebook user account.

### **Data protection statement for the use of Google Analytics**

This Website uses Google Analytics, a web analysis service of Google Inc. ("Google"). Google Analytics uses so-called cookies, text files which are stored on your computer and which enable your use of the Website to be analyzed. The information generated by the cookie on your use of this Website is as a rule transferred to a Google server in the USA and stored there. However, if the IP anonymization is activated on this Website, your IP address will be abbreviated in advance inside the member states of the European Union or the other states contracted to the Agreement on the European Economic Area.

Only in exceptional cases will the complete IP address be transmitted to a Google server in the USA and abbreviated there. Under commission from the operators of this Website, Google will use this information in order to analyze your use of the Website, to compile reports on the Website activities and to perform other services for the Website operator which are related to the use of the Website and the use of the internet. The IP address transmitted by your browser as part of the Google Analytics operation will not be combined with other Google data.

You can prevent the storing of the cookies by using the appropriate setting for your browser software; we must however point out that in this case it is possible that you will not be able to make full use of all the functions of this Website. You can in addition prevent the collection of the data for Google generated by the cookie and related to your use of the Website (including your IP address) and the processing of these data by Google by downloading and installing the browser plugin available at the following link: <http://tools.google.com/dlpage/gaoptout?hl=de>.

## **USE OF THE WEBSITE**

### **General**

You may use the services of this Website only if you are of age and permitted to enter into contractual obligations under the applicable legislation. The services of the Website were not

developed for under-age persons and should not be used by them. Please note that additional terms and conditions may apply to reservations, purchases, transactions, uses or activities which can be carried out via this Website. You undertake to comply with these Terms of Use and all the additional and applicable terms and conditions.

### **Accounts/Passwords**

You yourself are responsible for ensuring that your passwords and registration and account data are kept secret. You are also financially liable for every use of the Website by yourself or by other persons who use your account information.

### **Reservations**

You are permitted to use the Website exclusively to carry out lawful reservations or purchases for yourself and the guests invited by you or for a person who has given you the requisite power of attorney in advance. Unless you have received prior written permission from Hotel Flandrischer Hof you are not allowed to use the Website in order to effect reservations or purchases for other purposes, including for the resale of rooms or reservations, for the publication, marketing, advertising or other distribution of rooms, reservations or availabilities (*inter alia* on third-party websites), for spurious, fraudulent or speculative reservations, for the reservation of rooms in anticipation of demand or for reservations for commercial purposes (such as the resale of rooms). Reservations which are in breach of the provisions for use may be cancelled by us at our sole discretion without prior notice. We further reserve the right to cancel, without prior notice, reservations which were transmitted despite being in breach of these Terms of Use.

### **Credit card information**

The storing of credit card information on the Website (if available) is entirely optional. It is not necessary for the use of the Website. The storing of credit card information can however speed up your reservation process in the future. You alone bear responsibility for keeping the credit card information stated by you up to date, and such information will only be stored until the expiry date of the credit card. You confirm that Hotel Flandrischer Hof may pass on this information so as to simplify reservations or at your request, *inter alia* via apps on mobile devices used by you which transmit your account information to Hotel Flandrischer Hof, or if you have set up a link to such devices.

### **Hotel's right of cancellation/Errors/Mistakes**

The Website may contain technical inaccuracies and typographical or other errors in connection with information shown on the Website, including prices, fees or availability related to your transaction. Flandrischer Hof does not accept responsibility or liability for any such errors, inaccuracies or omissions. It reserves the right not to accept reservations or information which are/is affected by such inaccuracies or omissions. Flandrischer Hof has the right to alter, correct, cancel and/or improve such information, or reservations based on such information, at any time, including the time after confirmation of a reservation.

### **Forbidden use**

Commercial use of this Website is expressly forbidden unless you have obtained written permission from us in advance. You may not use the Website in order to disseminate or transmit illegal, defamatory, obscene, inflammatory, pornographic or insulting material or the like, or any material which represents or encourages conduct which is deemed to be a criminal act, or which violates a law in any other way; or for purposes which are unlawful or are forbidden by virtue of these Terms of Use. You agree that you will not (a) disrupt or interrupt the Website, (b) use, place or disseminate viruses, worms, time bombs and/or other computer programs which will damage, impede, interrupt or impair the Website (or have such intention), including the software, hardware and systems on which the Website is based and all users of the Website or its devices, (c) use or seek to use bots, webcrawlers, automatic devices or automatic or manual processes in order to monitor or copy the Website without the express prior written permission of Hotel Flandrischer Hof, or (d) use any devices, software or other instruments in order to monitor, copy, disrupt or attempt to disrupt this Website, its contents or operation, without the express prior written permission of Hotel Flandrischer Hof.

### **Data protection and confidential treatment of your data**

The transmission of information on this Website by your person, in order to carry out a reservation, is subject to the provisions of the German Data Protection Act (BDSG). All communications, such as searches, queries, comments, suggestions and similar communications, which you transmit to Flandrischer Hof are not confidential communications, and Flandrischer Hof may use, reproduce, publish, disseminate and disclose such communications. Flandrischer Hof is not obliged to protect such communications against publication.

### **Surfing habits**

The Website may adapt information, offers and other contents on the basis of your surfing habits and your geographical location.

### **Links**

The Website may contain links to other websites on the internet and certain actions on the website can lead to advertising by third parties, including information which can be shown in other windows or on the websites of third parties. Flandrischer Hof offers these links exclusively for your information. In no case does the incorporation of these links indicate that Flandrischer Hof advocates, supports or agrees with the contents, products or services or the operators of such a website. We are not obliged to examine or monitor websites which are linked to or from this Website. The use of such a website by your person is at your own risk and is subject to the terms & conditions of such websites. We are not responsible for the contents, products, services or practices of third-party websites. Furthermore you agree not to link your website or the websites of third parties with this website without the express prior written permission of Hotel Flandrischer Hof.

## **Availability**

The Website is worldwide at the disposal of everyone who has internet access. It can however happen that the Website is not continuously available on account of maintenance or repair work, computer problems or crashes, disruptions of internet service or other unforeseeable circumstances. A reference to a product or service on the Website does not mean that the product or the service is or will be available at your location.

## **INTELLECTUAL PROPERTY**

### **General/Proprietary rights**

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### **Copyright**

Except where specified otherwise, all the contents of this Website are the property, protected by copyright, of Hotel Flandrischer Hof or licensees. All the contents of this Website are protected by copyright legislation.

### **General provisions**

#### **Right to refuse access**

In addition to other rights or legal remedies which are possibly at the disposal of Hotel Flandrischer Hof, Flandrischer Hof may at any time, to the exclusion of all liability and at its sole discretion, block or restrict your access to or use of this Website without prior notice.

#### **Choice of law/Choice of court with jurisdiction**

This Website is operated by Hotel Flandrischer Hof. Hotel Flandrischer Hof does not warrant that contents or materials on this Website are appropriate for use at other locations or available. These General Terms & Conditions and all disputes which result from the General Terms & Conditions or the use of the Website or are related thereto shall be governed by the

law of the Federal Republic of Germany. The courts at Cologne shall have jurisdiction for all disputes.

**Separability clause**

If a part of these General Terms & Conditions is not enforceable, such unenforceable part must be altered in such a way that it to a large extent reflects the original intentions of the parties. All the other provisions of these General Terms & Conditions shall continue to be valid and in force.

**CONTACT**

If you have questions or comments on this Website, please contact [info@flandrischerhof.de](mailto:info@flandrischerhof.de)