

Pricing Overview

3 Press Articles	1.000 €	<input type="checkbox"/>
5 Press Articles	1.500 €	<input type="checkbox"/>
10 Press Articles	2.500 €	<input type="checkbox"/>
3 Months Box or Banner Advertising	1.000 €	<input type="checkbox"/>
5 Months Box or Banner Advertising	1.500 €	<input type="checkbox"/>
10 Months Box or Banner Advertising	2.500 €	<input type="checkbox"/>
Package 1: 3 Press Articles + 3 Months Advertising	1.750 €	<input type="checkbox"/>
Package 2: 5 Press Articles + 5 Months Advertising	2.500 €	<input type="checkbox"/>
Package 3: 10 Press Articles + 10 Months Advertising	4.000 €	<input type="checkbox"/>
E-Blast	3.000 €	<input type="checkbox"/>
Newsletter Banner Advertising	<div style="border: 1px solid #ccc; padding: 2px; display: inline-block;">Duration</div> 1.000 € / month	<input type="checkbox"/>

Special Agreement

All former pricing sheets are invalid.

Pricing Overview

3 Press Releases	1,250 USD	<input type="checkbox"/>
5 Press Releases	1,875 USD	<input type="checkbox"/>
10 Press Releases	3,125 USD	<input type="checkbox"/>
3 Months Box or Banner Advertising	1,250 USD	<input type="checkbox"/>
5 Months Box or Banner Advertising	1,875 USD	<input type="checkbox"/>
10 Months Box or Banner Advertising	3,125 USD	<input type="checkbox"/>
Package 1: 3 Press Releases + 3 Months Advertising	2,188 USD	<input type="checkbox"/>
Package 2: 5 Press Releases + 5 Months Advertising	3,125 USD	<input type="checkbox"/>
Package 3: 10 Press Releases + 10 Months Advertising	5,000 USD	<input type="checkbox"/>
E-Blast	3,750 USD	<input type="checkbox"/>
Newsletter Banner Advertising	<div style="border: 1px solid #ccc; padding: 2px; display: inline-block;">Duration</div> 1,250 USD / month	<input type="checkbox"/>

Special Agreement

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Order & Buyer Application Form

Company Identification

Legal Company Name

Company UID/VAT (Tax ID/EU*)

*The company name and billing address in Europe must always comply with the UID/VAT Nr.!

Company / Billing Address

Street / Number / PO Box

Postal code / City

State

Country

Phone

Fax

Email

Website

Contact - Sales person / order desk

Full name

Phone / Cellphone

Email

Contact - Marketing

Full name

Phone / Cellphone

Email

Date / Signature TOPHOTELPROJECTS

Company Stamp

Date / Signature Buyer

Company Stamp



General Terms & Conditions

of TOPHOTELPROJECTS GmbH - hereinafter referred to as "THP".

01. Scope

These General Terms and Conditions are an integral part of all our offers and contracts for database access, services, media communication, online portals or other business with our customers and also apply to future business with them. We are not bound by the customer's general terms and conditions, even if we have not expressly rejected them.

These GT&C shall also apply if the contractual partner/customer receives free test access to our offers/databases before concluding a contract subject to a charge. In the event of such a free test access during the free test phase, sections 03. terms of payment and 04. delivery shall not apply.

Customers in the sense of these General Terms and Conditions shall be the company as the direct contracting partner. Users are all persons of the Contractual Partner who have obtained access to the THP databases or Services at its instigation and who are not consumers within the meaning of Section 13 of the German Civil Code (BGB) or other corresponding relevant statutory provisions. The Contractual Partner bears full and sole responsibility for all its Users in connection with these General Terms and Conditions.

02. Content of the service

2.1 Online database CONSTRUCTION/CHAINS/COMPANIES

2.2 Online portal TOPHOTELNEWS

2.3 Market data/analyses/reports

2.4 Conferences/Events

2.5 Other services

2.1.1 THP provides information on its server. The THP team takes care of new additions and updates of the worldwide online database CONSTRUCTION / CHAINS / COMPANIES for new hotel buildings, concrete planning projects, profiles and data of hotel chains and groups as well as other address and market data on a daily basis. Despite constant updating and revision of the data, no guarantee can be given that the addresses and other characteristics are correct or complete in the files at the time of submission due to fluctuations within individual address and industry groups. Since the data originate from survey campaigns, among other things, no guarantee can be given that an addressee is or still is what he or she claimed to be or was claimed to be by a third party when the data was collected or last updated.

2.1.2 These services enable the contractual partner or its users to retrieve information for their own purposes. These terms and conditions do not establish any further rights.

2.1.3 For the registration, the user has to provide information about his company and his person. THP reserves the right to suspend registration until the details have been verified.

2.1.4 The culpable entry of false data by the contracting party or its users constitutes a violation of the terms and conditions and leads to immediate exclusion from this service. THP is entitled to immediately block access to the data services and to challenge the contract or to terminate it without notice. In this respect, the contracting party or its users have no claim to repayment of remuneration already paid.

2.1.5 Within the scope of registration, the users of the Contractual Partner shall each create an individual password. With this respective password, the users can access the services of the ordered databases. If a user forgets or misplaces his password, he can, after an appropriate security check, create a new password at THP. For this purpose, the user will receive an e-mail sent by THP.

2.1.6 Changes to the password can be made directly under the access data sent personally.

2.1.7 The contracting party or its users are responsible for any activities using the access authorisations and passwords created, including the use of the access authorisation by third parties.

2.1.8 The contracting party or its users undertake to protect their access against unauthorised use by third parties. The access data and passwords may not be passed on. The contracting party shall be liable for any unauthorised use of access to the areas subject to registration made possible by its conduct or the conduct of its users.

2.1.9 Contract term and notice to terminate subscription services

The parties agree on a fixed contract term when the customer orders the performance of one of the products and services of TOPHOTELPROJECTS GmbH. The following contract terms shall apply unless otherwise agreed with the customer on a case-by-case basis. A contract year shall comprise 12 months from the start of the agreed licence period. This applies both to digitally signed and hand-signed contract documents as well as for orders via the webshop. On the Internet, a contract comes into force when the customer orders the service and THP accepts the service provision. As a rule, TOPHOTELPROJECTS GmbH accepts the customer's order by means of an express written declaration of acceptance/order confirmation or by providing the service (enabling access).

2.1.9.2 The contract term shall be automatically extended in each case by the period agreed in the contract, at the most 12 months, unless it is terminated in writing by one of the parties with three months' notice to the end of the contract term or three months' notice to the end of the extension term.

2.1.9.3 The receipt of the termination letter by the respective party shall be decisive for compliance with the notice period as well as for the termination itself. As a rule, TOPHOTELPROJECTS GmbH accepts the customer's termination by express written confirmation of termination. The written confirmation by THP serves as authoritative evidence for the termination and the end of the licence.

2.1.9.4 Once a termination has taken place, THP will no longer recognise any change in the composition of the order that leads to a reduction in the scope of delivery. Delivery interruptions can then no longer be requested by the Customer.

2.1.9.5 The provision on termination for good cause remains unaffected. If the customer terminates without notice and there is no good cause for termination without notice, the termination shall be deemed to be an ordinary termination on the next possible date.

2.2. TOPHOTELNEWS

2.2.1 The use of the online portal TOPHOTELNEWS is free of charge for both non-registered and registered users. Not free of charge are any advertising measures, which shall be agreed separately in writing in each individual case.

2.2.2 The submission of projects and visual material by architects, designers or hotel brands as well as their publication are free of charge and - apart from the subsequent copyright release and indemnification - do not entail any further contractual obligations.

2.2.3 Companies and persons submitting photographs, illustrations, plans or texts (hereinafter referred to as "content") give a binding assurance that they have the necessary copyright releases for this purpose. With the submission, the submitter grants THP, its partners - including Sleeper Media Ltd. - a simple right of use, unlimited in time and space. This includes in particular the right to make the content publicly accessible on the internet (including on the online portal TOPHOTELNEWS and the associated social media accounts) and in print media (including brochures, leaflets, catalogues), to shop it permanently or temporarily and to display it. The right of use also includes in particular the right of reproduction, distribution and transmission of the contents by THP to the extent necessary for this purpose. THP also has the right to edit, modify, translate or otherwise transform the contents (photographs may also be edited with image editing programs (e.g. Photoshop) and image-altered retouching). The edited content may be used to the same extent as the unedited content. The right of use also includes in particular the combination of the contents with other photographs, illustrations, plans or texts.

2.2.4 Copyright designation

2.2.4.1 The Intermediary assures that it is legally able to transfer the rights mentioned in section 2.2 to THP. In particular, the transferor also assures that the author of the contents has waived his copyright (e.g. according to § 13 UrhG).

2.2.5 Exemption

2.2.5.1 If a third party asserts claims against TOPHOTELPROJECTS GmbH based on the infringement of its copyright (cf. Sections 2.2.3 or 2.2.4), the transmitter shall defend and indemnify THP against the claims of the third party as follows:

2.2.5.2 The intermediary shall assume the legal defence against such third party claims at its own expense. The intermediary shall reimburse THP for the expenses incurred by THP as a result of a legally effective judgement. Prerequisites for THP's claims against the intermediary are that THP informs the intermediary immediately about the assertion of the respective claim by the third party and leaves the sole legal defence against these claims to the intermediary. To the extent that THP cannot fully assign the legal defence to the intermediary, it shall instead grant THP control over this and act only and always in agreement with the intermediary in the context of the legal defence or in settlement negotiations.

2.2.5.3 THP will provide reasonable assistance to the Intermediary in the preparation and conduct of the legal defence or settlement negotiation.

2.3 Market data/analyses/reports

2.3.1 THP produces reports and market analyses in various formats using its own data and third-party sources.

2.3.2 The contractual partner has the right to use and store the data for his own purposes. These terms and conditions do not establish any further rights.

2.3.3 The information provided may contain forward-looking statements based on current assumptions made by THP and other information currently available. Various known and unknown risks, uncertainties and other factors could cause the actual results to differ materially from the estimates made herein. THP does not intend, and does not assume any obligation, to update such forward-looking statements to reflect future events or developments. Any liability for statements made is hereby excluded.

2.4 Conferences/Events

2.4.1 THP organises events and congresses independently and/or in cooperation. Unless separate contractual conditions are agreed in this respect in the case of a contract concluded with the contractual partner, these General Terms and Conditions shall also apply to such contracts.

2.5 Other services

2.5.1 THP provides various consulting and other services. Unless separate contractual terms are agreed in this respect in the case of a contract concluded with the contracting party, these general terms and conditions also apply to such contracts.

03. Terms of payment

3.1 Unless otherwise agreed, the invoice amount shall be due for payment without deduction, plus any applicable value added tax, within 14 days of the invoice date. We reserve the right to claim higher damages for default.

3.2 THP reserves the right to send invoices and payment reminders in electronic form, e.g. by e-mail, unless otherwise agreed with the Client.

3.3 In the event of default, an additional fee of € 25.00 shall be charged in the first reminder stage. This increases to € 40.00 per reminder in the next reminder stage. (EU Directive No. 2011/7/EU)

3.4 If no payment is received on the account of THP within 14 days, we reserve the right to forward the claim to a collection agency. The costs arising from this shall be borne in full by the debtor.

3.5 In the event of late payment, THP will forward the relevant information to credit insurers, collection agencies, credit agencies in the region of the debtor.

3.6 For the duration of the delay in payment THP is released from any obligation to provide services to the contracting party.

3.7 If it subsequently becomes known to us that the customer concealed unfavourable circumstances not recognisable to us when placing the order, which would have led us to assume his inability to fulfil the contract, we are entitled to withdraw from the contract without a grace period and to demand immediate payment for services already rendered.

3.8 The customer may only offset counterclaims or withhold payments if and to the extent that its claims are undisputed or have been finally determined by a court of law.

3.9 The possible payment options in our webshop (e.g. credit card, debit card, PayPal, SEPA direct debit, payment on account, instant transfer) are made via the external payment service provider Stripe Payments Europe Limited, are listed for all services in the webshop and may vary. The details of the contractual partners must be observed.

04. Delivery

4.1 The licence period for online database access is stated in the order confirmation and invoice sent to the customer. Payment of the licence fee for online database access must be made in advance of the activation. The use of THP's software requires the creation of a customer account (hereinafter: access). Access to the online database will be activated at the latest 3 working days after receipt of payment of the full licence fee on the account of THP.

4.2 In the case of information deliveries which are not made via online database access to the THP software, the delivery period and the agreed performance period specified in the order confirmation and invoice shall apply exclusively. Payment is due in advance of the performance of the service, in accordance with the information under 03. terms of payment.

4.3 In case of culpable exceeding of the delivery deadline, default shall only occur after the customer has sent a written reminder. In the event of default, the Customer shall be entitled to withdraw from the contract after setting a reasonable grace period in writing if THP does not fulfil its delivery obligation within the grace period. The activation of access is also understood as the delivery deadline.

05. Warranty and liability

5.1 Warranty claims of the Contractual Partner shall only exist if the information preparation and/or information delivery and/or media performance is defective for a reason for which THP is responsible.

5.2 The Contractual Partner or its users are solely responsible for the achievement of the intended goals or successes on the basis of the data provided. THP does not assume any guarantees for this.

5.3 Any liability for consequential damages is excluded, unless caused by gross negligence or intent on the part of THP.

06. Copyright, misuse of data

6.1 The contents offered by THP are protected by copyright according to §§ 4, 87a ff Copyright Act; they may only be used to the extent agreed with us. Express reference is made to the penal provisions of copyright law in the event of infringement.

6.2 THP grants the contracting party or its users the personal, non-exclusive and non-transferable right to access the offered data, which THP compiles and offers in its own services, for the duration of the contract period. The user is permitted to use the provided information and copyrighted works by loading, displaying, saving and printing exclusively for his own purposes. Any further use, in particular the reproduction and distribution against payment or free of charge, is expressly not permitted.

6.3 Data may only be passed on to the user's own employees or to contractual sales partners.

6.4 The customer shall pay a contractual penalty of € 100,000.00 for each case of unauthorised or improper use beyond the agreed scope for which he is responsible, in particular complete duplication of the data carrier or transfer to permanent storage. The assertion of a claim for damages exceeding this amount shall remain unaffected.

07. Data protection

7.1.1 Processing of personal data on behalf. The basis for data processing is Art. 6 (1) lit. b DS-GVO, which permits the processing of data for the fulfilment of a contract or pre-contractual measures.

7.1.2 THP is only entitled to process those personal data which are necessary for the fulfilment of the contractual obligations and/or an enquiry. Processing of personal data for other purposes is excluded, unless otherwise agreed.

7.1.2.1 THP shall only process personal data on instruction of the Client in accordance with the Service Agreement. Instructions that are not covered by the contractually agreed scope of services will be treated as a request to change services.

7.1.3 When the data was collected, the data subject was duly informed about its processing in our database. We reserve the right to store this data in our database and to grant access to our customers. For any further use of the data (e.g. advertising or mass mailing), the obligation to inform according to Art. 14 DSGVO must be taken into account. This processing is solely the responsibility of the users of our database. In this respect, the contractual partner shall indemnify THP against all claims.

7.1.4 The Contractual Partner or its Users are informed in accordance with the DS-GVO and the Information and Communication Services Act (Information and Communications Services Act noted as (luKDG) that THP electronically stores the complete address as well as information relevant to the contract and electronically processes it for the tasks resulting from the respective contractual relationship. THP guarantees that all persons involved in the processing of personal data have undertaken to maintain confidentiality and data protection.

7.1.5 By registering or entering into the contractual relationship, the contractual partner or its users agree to the processing and use of their personal data, insofar as it is required for the establishment, content or amendment of a contractual relationship regarding the use of the services, as well as the transmission of data on the commencement, termination and payment experiences from this business relationship DS-GVO to credit agencies.

7.1.6 THP ensures that all persons involved in the processing of personal data have committed themselves to confidentiality and data protection.

7.1.7 THP shall implement appropriate technical and organisational measures within its sphere of responsibility in such a way that the processing is carried out in accordance with the requirements of the GDPR and ensures the protection of the rights and freedoms of the data subject. THP shall take appropriate measures in its area of responsibility in accordance with Article 32 of the GDPR (which can be viewed in the technical and organisational measures of TOPHOTELPROJECTS GmbH).

7.2.0. Data protection officer; THP has appointed an external data protection officer for the company. Volker Weinhard, XMSplus, Steinkirchen, Germany

08. Partial invalidity

8.1 Should one or more provisions of the contract or these terms and conditions be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected.

09. Place of fulfilment, place of jurisdiction

9.1 The place of jurisdiction arising from or in connection with the contract or these terms and conditions is Rotenburg/Wümme, Germany.

9.2 These Terms and Conditions and the entire legal relationship shall be governed by the laws of the Federal Republic of Germany.

9.3 Any amendments and supplements to the contract shall be set out in writing. This shall also apply to the waiver of rights under the contract or these terms and conditions, including this formal requirement. All declarations and notifications to be made under the contract shall only be effective in writing.

10. Final provisions

10.1 These GTC are drawn up in German and English. The English version serves only as a non-binding translation. The German version alone shall be authoritative.

Note on the contractual basis: These 4 pages of the GTC have been read, understood and are accepted with the signing of the contract or online acceptance.

We look forward to a successful cooperation with you. Thank you for your trust!

Germany, Rotenburg/Wuemme, May 2023