

General Terms and Conditions

For the Superbude Hotel Accommodation Contract

1. Scope of validity of these General Terms and Conditions

1.1 The following provisions apply for all services provided in connection with the rental of hotel rooms through Superbude, i.e. by the following companies:

Superbude Hotel Hostel Lounge Schanze GmbH Juliusstrasse 1-7 22769 Hamburg	Superbude Hotel Hostel Lounge GmbH Spaldingstrasse 152 20097 Hamburg
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Hereinafter, these companies are referred to collectively as "Superbude".

1.2 The following provisions apply exclusively within their scope of applicability. This means that contrary or alternative provisions of the customer are not a component of the contract, even if Superbude unreservedly carries out its services in the knowledge of these contrary or alternative provisions. This shall not apply only in the case that Superbude has agreed in writing to the contrary or alternative provisions.

1.3 The **house rules ("Rules")** and the **digital house rules** of Superbude are attached to these General Terms and Conditions (GTC) as an annex and are an integral part of the GTC.

2. Provisions for the conclusion of contract

2.1 Bookings at Superbude can be made in various ways, e.g. by telephone or via the Internet. The booking first becomes binding when you receive confirmation from the respective Superbude (see 1.1). 2.2 If the booking is made in text (email) or written form, confirmation in writing also is required for the conclusion of the contract. 2.3 The contractual partner is the respective Superbude whose services the customer claims (see 1.1) and the customer. If a third party has ordered on behalf of the customer, he and the customer are liable together as joint and several debtors. Superbude can then exercise at its discretion all claims arising from the contract against either the customer or the ordering party. This also applies to ancillary services or damages claims by Superbude against the customer.

3. Services, prices, payment terms

3.1 Superbude is obligated to maintain availability of the room in the category booked by the customer and to perform the agreed services. No guarantee is made for the provision of a certain room.

3.2 The customer is obligated to pay the applicable or agreed price for the services provided by Superbude. This also applies to services and expenses caused by the customer to third parties.

3.3 Prices given by Superbude include all applicable taxes and fees.

3.4 In the case of amendments to the statutory VAT rate, other taxes or fees levied on the object of service after conclusion of the contract, Superbude is entitled to adjust the price according to these amendments.

3.5 To the extent that these provisions grant to Superbude the unilateral right to price adjustment – No. 3.4 – the customer is entitled to extraordinary termination of the contract. This right to extraordinary termination expires if it is not exercised within one week after the customer becomes aware of the circumstances on which the right to extraordinary termination is based.

3.6 Should the customer later wish to reduce the number of rooms booked, consent for this from Superbude is required. Superbude can make consent conditional on the price per room or for the other services of the hotel being increased.

3.7 Superbude is entitled to make the binding reservation of the room conditional on the payment of a deposit or full payment in advance.

3.8 A deposit may also be demanded after conclusion of the contract.

3.9 Should Superbude have reason to doubt the customer's capacity to pay, it can demand at any time the pre-payment of the full price or the lodging of a security.

3.10 In the case of stays of longer than one week and in the case of receivables from services provided to the customer exceeding €500, Superbude is entitled to issue an interim bill.

3.11 The invoice amount to be paid by the customer is generally due and payable upon the customer's departure at the latest. Billing pursuant to No. 3.7 or 3.8 above are due immediately.

3.12 If Superbude has agreed with the customer on payment after sending an invoice, payment becomes due upon receipt of the invoice. Default occurs with the 10th day after receipt of the invoice, without a reminder being required.

3.13 If the customer is in default of payment, Superbude is entitled to discontinue provision of services to the customer and to terminate the contractual relationship without notice when it has previously sent a reminder to the customer giving a deadline for payment and warned of the denial of services.

3.14 Superbude generally accepts payment by means of the credit cards indicated on the notices posted. Cheques, credit cards and other methods of payment are accepted only on account of payment. Superbude reserves the right to refuse certain credit cards in particular cases or to insist on cash payment. This applies in particular in the case of technical difficulties.

4. Cancellation (withdrawal) by the customer

4.1 The customer is entitled to withdraw from the contract in accordance with the statutory provisions, unless otherwise agreed.

4.2 Unless otherwise agreed, the customer is then obligated to pay the agreed remuneration even when he/she does not claim the services booked with Superbude. However, Superbude must credit any income from the renting of the room to other guests and the expenses saved through non-utilisation of services.

4.3 Superbude is entitled to bill for the amounts to be offset under No. 4.2 as a lump sum and to demand up to 90% of the agreed room price. The customer retains the right to prove greater saved expenses or lesser damages.

5. Cancellation (withdrawal) or denial of services by Superbude

5.1 In accordance with statutory provisions as well as under the following conditions, Superbude is entitled to deny services, to withdraw from the contract or to terminate the contract:

5.1.1 Notwithstanding No. 4.1 above, the customer has been granted the right to withdrawal in a particular case within a certain given period, Superbude has other requests for the rooms booked by the customer, and the customer does not waive his right to withdrawal upon enquiry by Superbude.

5.1.2 The customer does not provide a deposit or pre-payment within the period set by Superbude for this purpose despite request.

5.1.3 The provision of services by Superbude has, due to circumstances for which Superbude is not responsible, become impossible or so difficult that adherence to the obligation to provide services would be economically prohibitive.

5.1.4 The customer provided false or misleading information concerning facts essential to the contract at the time of booking. Facts essential to the contract include, in particular, the person of the customer and the purpose of the stay.

5.1.5 Superbude has justified cause to believe that use of its services may jeopardise the smooth business operations, the security or the public image of Superbude, without this being attributable to the management or organisational scope of Superbude.

5.1.6 The customer transfers use of the room to a third party without the consent of Superbude.

5.1.7 The purpose of the stay or the concrete use of the room provided is illegal.

5.1.8 The customer is clearly under the influence of intoxicating substances upon arrival.

5.1.9 The customer's behaviour towards Superbude staff or other guests is offensive.

5.1.10 The customer repeatedly violates house rules or the digital house rules of Superbude.

5.2 If Superbude withdraws from the contract under fulfilment of the conditions referred to in No. 5 above, the customer has no claim to damages.

6. Provision of room, vacating of room, transfer to third parties

6.1 Booked rooms are available to the customer from 3 p.m. on the day of arrival. The customer may not claim earlier availability.

6.2 Booked rooms will generally be held for the customer until 6 p.m. on the day of arrival. Should the customer fail to arrive by 6 p.m., Superbude may reassign the room without giving rise to a claim against Superbude by the customer.

6.3 Notwithstanding No. 6.2 above, the customer may agree later arrival in advance. This requires full payment of the room price in advance or the deposit of a credit card number to enable payment also in the case of non-arrival.

6.4 The sub-letting or re-letting of rooms provided as well as their use for purposes other than lodging require the consent of Superbude in advance. Refusal to provide consent does not constitute cause for withdrawal or termination by the customer.

7. Liability of Superbude and obligations of the customer

7.1 For loss or material damage, the liability of Superbude and its vicarious agents is limited to cases of gross negligence and intent, insofar as the damage is not based on the breach of an essential contractual duty ("cardinal obligation").

7.2 Superbude's liability for loss and material damage is limited to foreseeable damage typical for the contract.

7.3 Strict liability – liability without fault – in accordance with Section 536a BGB (Civil Code) is excluded.

7.4 Superbude provides the customer, where appropriate for a fee, with a parking place. A contract for safe-keeping in accordance with Section 688 BGB arises neither in relation to the parked vehicle nor in relation to the objects contained therein. For Superbude's liability in this regard, No. 7.1 and No. 7.2 above apply.

7.5 For damage to objects brought on to Superbude property, Superbude is liable in accordance with the statutory provisions in this regard – Sections 701 ff. BGB.

7.6 Claims in accordance with No. 7.1 generally expire in one year from the beginning of the knowledge-dependent limitation period of Section 199 Paragraph 1 BGB, irrespective of the knowledge of the circumstances on which the claim is based, however after five years at the latest.

7.7 Otherwise, the statutory provisions apply to the liability and limitation period for claims for damages against Superbude.

7.8 The customer undertakes to take all possible and reasonable measures to protect items brought on to Superbude property from theft or damage, and to facilitate settlement in the case of damage. This applies in particular when a room is shared with strangers.

7.9 The customer must use the room safe or hotel safe for valuables.

7.10 If the customer is holding cash of more than €200 in his/her room, he/she must report this to the reception. If the customer fails to do this, the burden of proof for higher damages in individual cases in the case of loss (break-in, theft) rests with the customer.

8. Internet use

8.1 Superbude provides the customer with wireless access to the Internet.

8.2 The customer is responsible for the presence of a Wi-Fi/WLAN-enabled end device. Superbude offers neither technical support nor rental equipment.

8.3 The data throughput of the Internet access provided depends significantly on factors which are out of Superbude's sphere of influence. Superbude therefore provides no guarantee for the availability, the presence of a certain bandwidth or the usability of certain services – video/music streaming, etc.

8.4 Superbude reserves the right to block access to certain Internet sites.

8.5 In making use of the Internet access, the customer undertakes to abide by the Superbude digital house rules.

9. Data protection and use of data

9.1 Superbude collects, saves and uses personal data of its customers within the framework of the contractual relationship, to the extent that this is necessary for fulfilment of the contract. If this is

carried out via the www.superbude.de website, the declaration on data protection in this regard which can be found under www.superbude.de/en/info/privacy applies in addition.

9.2 Superbude uses the email addresses as well as family names and first names of the customers provided in the course of concluding the accommodation contract to send the customer personalised advertisements for Superbude's hotel services.

9.3 Superbude uses the "Dailypoint" system from the Toedt, Dr. Selk & Coll. GmbH company to create and send this newsletter. To this end, different types of personal data – i.e. name, first name and email address – are stored and processed on the Dailypoint servers, which are located within the European Union. In accordance with the statutory provisions, Superbude has concluded an agreement with the Toedt, Dr. Selk & Coll. GmbH company for the processing of order data, with which the lawful processing of your data at Dailypoint is ensured. Cancellation of this newsletter is possible at any time via the link in the confirmation email and all newsletter emails, as well as by telephone or email, if necessary.

9.4 You can object to the use of your data as described in No. 9.2 at any time, even upon conclusion of the contract. For this purpose, an email to marketing@superbude.de is sufficient.

9.5 If and to the extent that the customer participates in Superbude competitions or prize draws – for example, via Superbude's social media channels – the terms and conditions of the Superbude competitions apply in addition to the data processing and use in this regard.

9.6 The body responsible for the data processing within the meaning of No. 9 is Superbude (No. 1).

10. Final provisions

10.1 The customer has the right to offset against claims by Superbude or to retention only insofar his/her claims are undisputed, legally established and are acknowledged by Superbude. The right to retention exists only insofar as the claim of Superbude and of the customer are based on the same contractual relationship.

10.2 The above provisions – including the "**House Rules**" and "**Digital House Rules**" annexes – are final in regard to the contractual relationship. Deviating provisions require the written form.

10.3 Place of performance is the business location of Superbude.

10.4 Insofar as the customer is a merchant or legal person under public law or has no general place of jurisdiction in Germany, place of jurisdiction is the business location of Superbude.

10.5 German law applies exclusively under exclusion of UN purchase law.

10.6 Should one or several of the above provisions be or become invalid, the validity of the remaining provisions is not affected.