

## TERMS & CONDITIONS OF ARTISTRavel-INTERNATIONAL (for organizers/tour operators)

art & friends GmbH & Co.KG ("artistravel") runs a marketplace/portal at [www.artistravel-international.com](http://www.artistravel-international.com) which promotes services for providers of painting & photography tour operators and similar, with the aim of communicating these to interested parties ("users"). artistravel acts exclusively as an intermediary between the organizer and the user. These General Terms and Conditions ("T & Cs") govern the business relationship between artistravel and the organizer and determine the conditions of use of the portal for the organizer.

### 1. Scope of application, subject matter of the contract

1.1 These terms and conditions apply exclusively to suppliers and organizers who are at the same time entrepreneurs according to § 14 of the German Civil Code (Bürgerliches Gesetzbuch BGB). Deviating terms and conditions of the provider or organizer against artistravel are contradicted.

1.2 The object of the contract between artistravel and the provider/organizer is the granting of the possibility of use of the portal as a mediation tool and booking engine for the photo exhibition services and events of the providers for users of the portal. It is planned that the organizer can create his or her own profile on the portal after admission. This is currently done by artistravel. In this way organizers can find contract partners for their offers among the users of the portal. artistravel only acts as the facilitator between organizers and users of the portal. The online content for travel services and events set in the portal by the organizers are therefore external to artistravel.

1.3 artistravel acts exclusively as an intermediary between the organizer and the users who are interested in the offers. The arranged travel or service contract is concluded exclusively between the organizer and the user. Unless otherwise specified, artistravel is not involved in this contractual relationship and the execution of the brokered contract or the booking is not part of the contractual obligations of artistravel. artistravel is not liable for any placement success nor for the provision of the service itself. The user must comply with all claims arising from the brokered contract.

1.4 The financial processing of the arranged contract takes place directly between the provider/organizer and the user. After conclusion of the brokered contract, the organizer is the sole contact person of the user.

1.5 artistravel gives no assurance or guarantee for the correctness, completeness and legal admissibility of the foreign content set by the providers and accepts no liability in this respect. Likewise, artistravel makes no representation, warranty or guarantee for the quality, availability or properties of the services provided by the organizers. All information in the portal that has been provided by the organizers, e.g. photos and texts and the associated copyrights, are the responsibility of the respective provider. artistravel provides no regular editorial, substantive, technical or any other kind of review of the information. However, artistravel reserves the right to modify the services offered.

### 2. Scope of services of artistravel

2.1 The portal enables tour operators to present and distribute their holiday offers through an integrated, automated information delivery system upon approval by artistravel.

The services of artistravel are the

- provision of the utilization possibilities of the portal,
- creation of information and communication possibilities between organizers and users, as well as
- advice and support services for the organizer after conclusion of a separate written agreement.

2.2 artistravel reserves the right to change or expand the content and structure of the portal as well as the associated user interfaces if this does not or does not significantly affect the fulfillment of the purpose of the contract concluded with the organizer. artistravel will inform the organizer about the changes.

2.2.1 General admission criteria for travel/holiday offers within the portal Travel/holiday offers within the portal...

- ...must take place at a beautiful destination in a European country.
- ...must last at least three days or longer.

- ...are not allowed to include flights/airfares.
- ...must be led by a highly skilled and experienced tutor, who will teach in English and who must have their own website.
- ...must have fixed dates & prices.
- ...should usually be residential, meaning the offer should include accommodation and meals (at least daily breakfast). However, non-residential courses may also be added, provided artistravel considers the offer to also be of high-quality.

### 3. Obligations of the organizer, online content, rights of use

3.1 The organizer shall make texts and images available for publication according to criteria specified by artistravel, which artistravel will accept unaudited and post in the portal. This also applies to the own setting of texts and images by the organizer. artistravel reserves the right to make any further demands as to the nature or the files of the text or image material transferred, or to demand improvements if this is necessary for actual, legal or technical reasons at any time.

3.2 The organizer guarantees that he or she will fully respect the required rights and / or rights of use in all texts and image material posted on the portal and that no rights of third parties are violated as a result of their publication. In particular, he or she confirms that the photographs he/she has posted are free from third-party rights and that any identifiable person depicted agrees with the aforementioned uses. The organizer guarantees that he has checked submitted text or images legally themselves and artistravel indemnifies against any claims of third parties raised because of image or text material of the organizer, in particular of trademark claims for copyright, personal rights or trademark infringement, including any legal costs incurred (e.g. warning fees of clubs or lawyers) caused by the violations. The organizer guarantees that the contents of transmitted texts and images do not violate legal prohibitions. artistravel may, in its sole discretion, suspend or exclude texts or images that artistravel believes violate any law, official order, public policy, morality or third-party rights from being published on the portal. artistravel is entitled to block the organizer in such a case completely and / or to remove its profile from the portal. The organizer agrees to indemnify artistravel from any damage resulting from non-compliance with the above obligations. The organizer shall indemnify artistravel from any claims third parties assert against artistravel for failure to comply with these obligations by the organizer or for infringements of law based on offers or contents submitted by the organizer. In this case, the organizer will also bear the costs of legal defense of or prosecution by artistravel, including all legal and attorney's fees.

3.3 The organizer will inform artistravel, as long as there are guidelines regarding the use of trademark rights such as trademarks, image rights, signs or lettering, symbols, logos, typical colors, etc., which must be observed when entering the online portal and artistravel will also be granted a simple right to use the altered, provided documents and modified images for contractual use, even if rights have been changed.

3.4 The organizer grants artistravel a simple right to use all texts and images for the duration of the contractual relationship that is required for the use and publication of the texts and images on the Internet and all social media in the context of the purpose of the contract. This right of use begins with the transfer of the text or image material by means of data carriers to artistravel (from access), upon receipt after electronic transmission or when the material is posted on the portal by the organizer. artistravel is entitled to use provided texts and images as reference advertising and to use reasonably for self-promotion and receives the necessary rights of use from the organizer, which remain valid until three years after the end of the contract. For the publication of texts and images, no compensation is paid to the author; the organizer is responsible for compensating the author of the text or image material.

3.5 The organizer will promptly inform artistravel of any technical changes in its area if they are likely to affect the performance or safety of the use of the portal. The organizer undertakes to refrain from any measures that jeopardize or interfere with the operation of the portal or to access data that he/she is not authorized to access. Furthermore, he/she must take every reasonable care to ensure that his/her transmitted information and set data are not affected by viruses, worms, Trojans and other malicious software.

3.6 The organizer will participate in the investigation of attacks of third parties on the portal, as far as this participation is required by the organizer.

3.7 The organizer is prohibited from exploiting contents of the portal in any form whatsoever. This applies above all to decompilation, reproduction, processing, duplication, distribution and public availability, translation and the granting of rights of

use. Furthermore, the organizer is prohibited from monitoring the contents of the site by automatic or manual means.

3.8 In the event of direct or indirect references of the organizer, which he/she posts on the portal and with which he/she refers to external websites ("hyperlinks"), which are outside the area of responsibility of artstravel and the organizer. The organizer is liable in cases in which he/she has knowledge of the content and it would be technically possible and reasonable for him/her to prevent the use of illegal content. artstravel reserves the right not only to delete a link / hyperlink that contains illegal, incorrect or incomplete content at any time, but also to completely block the organizer in such a case and / or to remove his/her profile from the portal. The organizer undertakes to indemnify artstravel for all damages resulting from the cessation and settlement of illegal or incorrect or incomplete links / hyperlinks and indemnifies artstravel from any claims of third parties for such links / hyperlinks.

#### **4. Authorization and access to the portal, conclusion of contract for use, blocking in case of misuse of access**

4.1 As long as the application for admission form is not online all applications can be sent to [info@artstravel-international.com](mailto:info@artstravel-international.com).

4.1.1 In the application for admission, the organizer must update his/her current company data according to the requirements of artstravel, which stipulate that all data should be up-to-date, complete and truthful, in particular when it comes to naming a sales tax ID. Any future changes to the information provided will be reported to artstravel immediately. The contract begins with the approval of the organizer on the portal by artstravel. This requires no special form; activating the profile of the organizer is sufficient. In general, artstravel will be informed by email or by fax of his/her admission.

4.1.2 The organizer is obliged to notify artstravel immediately of any changes made in the future.

4.1.3 As long as the online application form is not activated there will be no log-in for organizers.

4.1.3.1 The login data provided by artstravel are personalized and may only be used by the respective organizer. The organizer is obligated to keep the login and password secret and to store it carefully and protect it from access by third parties as well as against misuse and loss. If the organizer suspects misuse by a third party, the organizer will inform artstravel immediately. As soon as artstravel becomes aware of the unauthorized use artstravel will block access by the unauthorized organizer.

The organizer is responsible for any costs caused to other persons by their access code. He is liable to artstravel for compliance with the duties mentioned in these and indemnifies artstravel from costs and claims of third parties

4.1.4 artstravel reserves the right to change the login and password of an organizer, which the organizer will be informed of immediately.

4.1.5 artstravel further reserves the right to not authorize or exclude organizers in whole or in part or to suspend the profiles of organizers temporarily or permanently if there is a substantive reason, in particular if there is a breach of the terms or the suspicion of misuse of the profiles, the latter for example by exploiting bugs or errors in the programming of the portal. artstravel expressly reserves the right to assert further claims, including for damages, in this case. With positive knowledge or grossly negligent ignorance of violations of law, the organizer is not only liable, but must immediately take appropriate measures to remedy the situation.

#### **5. Fees and payments & commission**

5.1 A general listing on [www.artstravel-international.com](http://www.artstravel-international.com) is in during the introductory phase, free of charge; a price list does not currently exist. All booking requests are forwarded to an email of the organizers' choice. General listings cannot include direct links to art-holiday websites.

#### **6 Term of the contract, termination**

6.1 The license agreement begins with the approval of the organizer on the portal and ends with the termination of workshops at the end of the last event date communicated during the recruitment. In addition, the contract shall always have a minimum term of one month and shall be extended by three months each, unless one of the contractual parties terminates the contract with a notice period of 14 days to the end of this subsequent contract period.

6.2 The right to extraordinary termination for good cause remains unaffected. Good cause for such extraordinary termination is applicable when the organizer grossly violates the obligations expressly set forth in these Terms and Conditions, especially if insolvency or insolvency proceedings are opened against the organizer's assets. Good cause is also applicable if the organizer suspends illegal content in the portal. Good cause is also applicable for continued breaches of contract despite artstravel's written warning. In the event of extraordinary termination artstravel is entitled to block the organizer's profile with immediate effect.

6.3 Terminations must always be in writing.

#### **7 Warranty**

7.1 artstravel will carry out its contractual obligations carefully, properly and conscientiously. If services for an organizer give rise to a justified complaint, artstravel shall be given the opportunity to remedy the situation within the reasonable deadline to be set by the organizer. artstravel can choose how to remedy the situation. Minor complaints and insignificant defects (e.g., typographical errors) do not give the right to supplementary performance.

7.2 artstravel makes no representations of any kind whatsoever regarding the faultless and uninterrupted usability of the portal and the organizer acknowledges that the availability of the website is due to influences of third parties that are not attributed to artstravel (in particular maintenance, security, capacity issues, disruptions Internet, power outages) may be interrupted at times. artstravel strives, however, for a constant availability of the website within the technical possibilities. artstravel does not guarantee end-to-end availability of the portal nor the availability of the internet.

#### **8 Liability, limitation of liability, statute of limitations**

8.1 artstravel is liable for intent and gross negligence. In the event of slight negligence artstravel is liable only if a material contractual obligation (cardinal obligation) is violated. The claim for damages against artstravel in these cases is always limited to foreseeable damage according to the contractual relationship at the conclusion of the contract as a possible consequence of contract- typical damage. This limitation of liability does not apply to compensation for damage due to injury to life, limb or health. Except in the case of intent and gross negligence, artstravel is not liable for indirect damage, such as overhead, loss of profit or lost savings.

8.2 artstravel is not liable for damages culpably caused by the organizer due to incorrect or poor information, incomplete transfer of owed files or own failures such as missed deadlines.

8.3 Any claims for damages for property damage and pecuniary losses expire within one year. They commence at the end of the year in which the claim arose, and the organizer became aware of the circumstances that gave rise to the claim.

#### **9 Links to other websites, hyperlinks**

9.1 artstravel's direct or indirect link to third-party websites ("hyperlinks") outside of artstravel's area of responsibility will only give rise to liability in the event that artstravel becomes aware of the content without replacing it, although a replacement or deletion would be technically possible and reasonable for artstravel to prevent its use in the event of unlawful content. The links were carefully researched and compiled. Artstravel declares that at the time of linking, no illegal content was visible on the linked pages. Artstravel has no influence on the current and future design, content or authorship of the linked pages. Artstravel expressly dissociates itself from all contents of linked pages that were changed after the link setting and does not expressly adopt their contents. For illegal, incorrect or incomplete contents and in particular for damages resulting from the use or non- use of such presented information, the provider of the page referred to, and not the one referring to the respective publication, is liable.

#### **10 Confidentiality & privacy**

10.1 The organizer is obliged to keep any information secret he/she receives in connection with the use of the online portal and that is legal, technical, financial or otherwise business-related regarding the use of the online portal and not to pass it on to third parties.

10.2 Both contractual parties undertake to comply with the data protection provisions of the General Data Protection Regulation when collecting, processing and using data.

artistravel hereby allows the organizer to collect, process and use personal data as far as it is necessary for the execution of the contract, its establishment or termination. The organizer has the right to access his personal data stored by artistravel, to request information about them, to have them rectified or to have them erased at any time. The organizer can object to the use or processing of his data for advertising purposes or market or opinion research free of charge with a message to [info@artistravel-international.com](mailto:info@artistravel-international.com). A transfer of personal data to unauthorized third parties does not occur.

10.3 The organizer is obliged to set up and maintain the necessary and usual data protection arrangements.

## **11 Assignment of claims, offsetting**

11.1 The organizer may only assign claims under these terms with the prior consent of artistravel. The organizer shall be entitled to offsetting against counterclaims against artistravel with undisputed or legally enforceable counterclaims established by a court of the EU.

11.2 Offsetting against claims of the contracting party is only permitted if the counterclaim is undisputed or legally established by an EU court.

## **12 Ineffectiveness of general terms, additions to these terms and conditions**

12.1 If individual provisions are ineffective, the contracting parties shall take a legally effective substitute provision that is as close as possible to the economically ineffective provision. The effectiveness of the remaining clauses remains unaffected.

12.2 Modifications or additions to these terms and conditions must be made in writing in order to be legally valid. This also applies to a waiver of the written form requirement.

## **13 Jurisdiction and choice of law, online dispute resolution and arbitration**

13.1 The parties will use their best endeavors to settle any disputes amicably. Place of jurisdiction is the head office of artistravel in Bochum, Germany. The contract and legal relationship between artistravel and the organizer are exclusively subject to German law.

13.2 Online Dispute Resolution acc. Art. 14 para. 1 ODR-VO: The European Commission provides an online dispute resolution (ODR) platform for the out-of-court settlement of consumer disputes, which the organizer can find at <http://ec.europa.eu/consumers/odrfindet>.

13.3 Disputes settlement before consumer arbitration board: artistravel does not participate in a dispute settlement procedure before a consumer arbitration board and is not obliged to participate in such proceedings.

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