

Summer Special

20% discount on the first year of subscription

Packages

TOPHOTELCONSTRUCTION

TOPHOTELCONSTRUCTION
+ TOPHOTELNEWS

TOPHOTELCONSTRUCTION

3 user licenses	✓	✓
PDF & Excel download	✓	✓
Training session for all users	✓	✓
Quarterly construction reports	✓	✓
Extensive customer support	✓	✓

TOPHOTELNEWS - Option 1

6 press releases	✗	✓
6 newsletter promotions	✗	✓
6 social media promotions	✗	✓

TOPHOTELNEWS - Option 2

6 months banner advertising	✗	✓
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Pricing & Licenses

	TOPHOTELCONSTRUCTION	TOPHOTELCONSTRUCTION + TOPHOTELNEWS
	EUR/year	EUR/year
GLOBAL Worldwide	6.400 <input type="checkbox"/>	8.900 <input type="checkbox"/>
EMEA Europe, Middle East, Africa	4.800 <input type="checkbox"/>	7.050 <input type="checkbox"/>
EUROPE Europe	3.600 <input type="checkbox"/>	5.600 <input type="checkbox"/>
AMERICAS North, Central & South America, Caribbean	4.000 <input type="checkbox"/>	6.000 <input type="checkbox"/>
APAC/ME Asia Pacific, Middle East	3.600 <input type="checkbox"/>	5.600 <input type="checkbox"/>
APAC Asia Pacific	3.000 <input type="checkbox"/>	5.000 <input type="checkbox"/>
NA USA, Canada, Caribbean	3.200 <input type="checkbox"/>	5.200 <input type="checkbox"/>
MENA Middle East, North Africa	2.400 <input type="checkbox"/>	4.150 <input type="checkbox"/>
GCC Saudi Arabia, Kuwait, Bahrain, Qatar, Oman, UAE	2.000 <input type="checkbox"/>	3.750 <input type="checkbox"/>
LATAM Central & South America, Caribbean	1.500 <input type="checkbox"/>	3.250 <input type="checkbox"/>
AFRICA Africa	1.400 <input type="checkbox"/>	3.150 <input type="checkbox"/>
DACH Germany, Austria, Switzerland	2.400 <input type="checkbox"/>	4.150 <input type="checkbox"/>
UK/IRE United Kingdom, Ireland	1.400 <input type="checkbox"/>	3.150 <input type="checkbox"/>
Additional User License per user	150 <input type="text" value="Amount"/>	150 <input type="text" value="Amount"/>

For TOPHOTELNEWS, please select:

Option 1: 6 press releases + promotion

Option 2: 6 months banner advertising



Summer Special 20% discount for the first year of subscription

Contract with automatic renewal.

The contract will be automatically renewed for 12 months if not cancelled latest three months to the end of the license period (GTC 2.1.10.2.).

Contract with 12 months limitation.

We will contact you shortly before the end of the license period with a new offer for you. This license includes a surcharge of 15%.

Special Agreement

Offer valid until July 31st 2022





Order & Buyer Application Form

COMPANY IDENTIFICATION

Legal Company Name	
Company UID/VAT (Tax ID/EU*)	
<i>*The company name and billing address in Europe must always comply with the UID/VAT Nr.!</i>	
Company / Billing Address	
Street / Number / PO Box	
Postal code / City	
State	
Country	
Phone	
Fax	
Email	

CONTACT - SALES PERSON / ORDER DESK

Full name	
Phone / Cellphone	
Email	

CONTACT - MAIN USER OR ACCOUNT MANAGER

Full name	
Phone / Cellphone	
Email	

CONTACT - MARKETING

Full name	
Phone / Cellphone	
Email	

GT&C Note: 2.1.10.2. A contract year lasts 12 months from the start of the agreed license period. The contract term shall be extended by 12 further months unless notice to terminate it is given three months prior to the end of the license period in writing by one of the parties.

The four pages of the General Terms and Conditions have been read, understood and are accepted by signing the contract. This form is to be completed & signed by buyer's legal representative.

Date / Signature TOPHOTELPROJECTS

Company Stamp

Date / Signature Buyer

Company Stamp



GENERAL TERMS AND CONDITIONS

of TOPHOTELPROJECTS GmbH - hereinafter "TOPHOTELPROJECTS"

01. Scope

These General Terms and Conditions shall be an integral part of all our offers and contracts relating to database access, provision of addresses, services, media communication, online portals and other business with our customers, including business. The General Terms and Conditions of the customer shall not bind us even if we have not expressly revoked them.

Customers in the sense of these General Terms and Conditions shall be the company as the direct contracting partner. Users shall be all individuals on the side of the contracting partner, who have been granted access to the data or services of TOPHOTELPROJECTS at the request of the customer. The contracting partner shall be fully and solely responsible for all its users in connection with these General Terms and Conditions.

02. Content of the service

- 2.1. Online databases TOPHOTELCONSTRUCTION/TOPHOTELCHAINS
- 2.2. TOPHOTELDESIGN/TOPHOTELNEWS/TOPHOTELSUPPLIER/TOPHOTELEVENTS
- 2.3. Address provisions/TOPHOTELCENSUS
- 2.4. Market data/Analyses/Reports
- 2.5. Conferences/Events
- 2.6. Additional services

2.1. Online databases TOPHOTELCONSTRUCTION/TOPHOTELCHAINS

2.1.1 The contracting partner or its users can register at the TOPHOTELPROJECTS website for a free test account or enter into a contractual relationship in form of a subscription contract. By concluding a subscription contract, the contracting partner shall enter into a business relationship with TOPHOTELPROJECTS, based on the contents of these General Terms and Conditions.

2.1.2 TOPHOTELPROJECTS shall provide information on its server. Hereby, the TOPHOTELCONSTRUCTION / TOPHOTELCHAINS team shall manage new additions and updates to the worldwide database for new hotel developments and concrete planning projects, profiles and data of hotel chains and hotel groups as well as other address and market data on a daily basis. Despite the continuous updating and revision of the data and due to the fluctuation within individual address and industry groups it cannot be guaranteed that the addresses and other features in the files are correct or complete at the time of provision. As the data has among other things been obtained from surveys, it can furthermore not be guaranteed that an addressee is or still is what it claimed to be at the time the data was collected or last updated or what a third party claimed the addressee to be.

2.1.3 The services shall enable the contracting partner or its users to call up information for their own purposes. These General Terms and Conditions, however, shall not establish further rights.

2.1.4 To register, the user must provide information on their company and themselves. TOPHOTELPROJECTS reserves the right to suspend registration until such time as it has verified these details. The deliberate entry of incorrect data by the contracting partner or its users shall constitute a breach of these General Terms and Conditions and result in the immediate exclusion from this service. TOPHOTELPROJECTS is entitled to immediately block the access to the data services and to contest the contract or terminate it without notice. In such a case, the contracting partner or its users shall have no claim to the refund of payments already made.

2.1.5 Within the scope of the registration, the users of the contracting partner shall create a personal password. This password enables access to the services of the ordered databases. Should a user forget or misplace their password, they can create a new password at TOPHOTELPROJECTS after an appropriate security clearance. For this purpose, the user will receive an email from TOPHOTELPROJECTS.

2.1.6 Changes to the password may be made directly in the access data personally supplied to the user.

2.1.7 The contracting partner or its users shall be responsible for all activities carried out using the created access authorisation and passwords, including the use of the access authorisation by third parties.

2.1.8 The contracting party or its users undertake to protect their access from unauthorised use by third parties. It is prohibited to pass on access data and passwords. The contracting party shall be liable for any unauthorised use of the access to the areas which require registration made possible by its actions or the actions of the users.

2.1.10. Contract term and notice to terminate subscription services

2.1.10.1. 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 TOPHOTELPROJECTS accepts the service provision. In general, TOPHOTELPROJECTS accepts the customer's order by submitting an express, written declaration of acceptance/order confirmation or by providing the service (enabling access).

2.1.10.2. A contract year lasts 12 months from the start of the agreed license period. The contract term shall be extended by 12 further months unless notice to terminate it is given three months prior to the end of the license period in writing by one of the parties.

2.1.10.3. Compliance with the notice period and the termination itself shall be subject to the receipt of the notice letter by the relevant party.



2.1.10.4. Once notice of termination has been given, TOPHOTELPROJECTS will no longer accept any changes to the compilation of the order which would result in a reduction of the scope of delivery. The customer will then no longer be entitled to request interruptions to order delivery.

2.1.10.5. The provision on termination for cause remains unaffected. If the customer terminates the contract without notice and if there are no grounds for termination without notice, the termination shall be deemed to be an ordinary notice of termination and take effect on the next possible date.

2.2. TOPHOTELDESIGN/TOPHOTELNEWS/TOPHOTELSUPPLIER/TOPHOTELEVENTS

2.2.1 The use of the online portals TOPHOTELDESIGN/ TOPHOTELNEWS/ TOPHOTELSUPPLIER/ TOPHOTELEVENTS is free of charge for both non-registered and registered users. Advertising measures, however, which in all cases must be agreed separately and in writing, shall not be free of charge.

2.2.2 The submission of projects and image material by architects, designers or hotel brands as well as their publication are free of charge and do not involve any further contractual obligations – except for the following copyright release and indemnification.

2.2.3 Companies and individuals, who submit photographs, illustrations, plans or texts (hereinafter “content”), give their binding assurance that they are in possession of the required copyright releases. By submitting content, the submitting party grants TOPHOTELPROJECTS, its Partners – including Sleeper Media Ltd. - a simple, temporally and spatially unrestricted right of use. This in particular includes the right to make the content publicly accessible on the Internet (inter alia on the online portals TOPHOTELDESIGN/ TOPHOTELNEWS/ TOPHOTELSUPPLIER/ TOPHOTELEVENTS and the relevant social media accounts) and in print media (e.g., brochures, leaflets, catalogues) as well as to permanently or temporarily store, load and display such content. The right of use also in particular includes the right of reproduction, distribution and transmission of the content by TOPHOTELPROJECTS to the extent necessary. TOPHOTELPROJECT also has the right to edit, change, translate or otherwise modify the content (photographs may also be edited with image editing programmes (e.g., Photoshop) and image-altering retouching). The edited content may be used to the same extent as the unedited content. The right of use in particular also includes the combination of all content with other photographs, illustrations, plans or texts.

2.2.4 Author identification

The submitting party assures that it is legally authorised to transfer the rights set out in Subsection 2.2. To TOPHOTELPROJECT. Furthermore, the submitting party in particular assures that the author of the content has waived their right to identification of the author (e.g., in accordance with Section 13 of the Copyright Act (UrhG)).

2.2.5 Indemnification

2.2.5.1 If a third party asserts claims against TOPHOTELPROJECT based on the infringement of its copyrights (cf. Subsections 2.2.3 or 2.2.4), the submitting party shall defend and indemnify TOPHOTELPROJECTS against the third-party claims as follows:

2.2.5.2 The submitting party shall take over the legal defence against such claims at their own expense. The submitting party shall reimburse any expenses to TOPHOTELPROJECTS which incur as a result of the legally effective ruling.

The prerequisites for the claims of TOPHOTELPROJECTS against the submitting party are that TOPHOTELPROJECTS must notify the submitting party immediately about the assertion of the corresponding claim by the third party and must leave the legal defence against these claims solely to the submitting party. Where TOPHOTELPROJECTS is not able to fully transfer the legal defence to the submitting party, TOPHOTELPROJECTS shall instead grant control over the legal defence and only and in all cases act in consultation with the submitting party within the scope of the legal defence or settlement negotiations.

2.2.5.3 TOPHOTELPROJECTS will to a reasonable extent support the submitting party in the preparation and implementation of the legal defence or settlement negotiations.

2.3. Address provisions TOPHOTELCENSUS

2.3.1 TOPHOTELPROJECTS provides address data in various formats. Hereby, the TOPHOTELPROJECTS shall manage new additions and updates to these data on a daily basis. Despite the continuous updating and revision of the address data and due to the fluctuation within individual address and industry groups it cannot be guaranteed that the postal addresses and other features are correct and that the entire industry or target group is included in the files at the time of provision.

2.3.2 The contacting partner has the right to use the addresses for its own purposes and to save them on its own computers. These General Terms and Conditions, however, shall not establish further rights.

2.4. Market data/Analyses/Reports

2.4.1 TOPHOTELPROJECTS creates reports and market analyses in various formats using own data and third-party sources.

2.4.2 The contracting partner has the right to use the data for its own purposes and to save them. These General Terms and Conditions, however, shall not establish further rights.

2.4.3 The provided information may contain certain forward-looking statements which are based on current assumptions and information currently available to TOPHOTELPROJECTS and others. Various known as well as unknown risks and uncertainties as well as other factors may cause the actual values to differ essentially from the assessments made hereunder. TOPHOTELPROJECTS does not intend to and assumes no obligation to update such forward-looking statements and to adjust these to future events or developments. Any and all liability for such statements is hereby excluded.

2.5. Conferences/Events

2.5.1 TOPHOTELPROJECTS organises events and congresses independently and/or in cooperation. In the event that no separate terms and conditions have been agreed on within the scope of such an agreement concluded with the contracting partner, these General Terms and Conditions shall also apply for such agreements.



2.6. Additional services

2.6.1 TOPHOTELPROJECTS provides various consulting services and further services. In the event that no separate terms and conditions have been agreed on within the scope of such an agreement concluded with the contracting partner, these General Terms and Conditions shall also apply for such agreements.

03. Terms of payment

3.1. In principle, all invoices shall be payable without deduction immediately after receipt, if applicable plus the relevant rate of value-added tax. The bank transfer fees are borne by the client. The due date for subscription invoices is the commencement of the license defined in the contract.

3.2. TOPHOTELPROJECTS reserves the right to submit invoices and reminders also in electronic form, e.g., by email, unless a hardcopy invoice is expressly requested in the order.

3.3. In the event of late payment an additional fee to the sum of € 25.00 shall become due at the first dunning level. The reminder fee will then continue to increase by € 40.00 per dunning level. (EU Directive 2011/7/EU)

3.4. If the outstanding amount is not received on the account of TOPHOTELPROJECTS within 14 days, the case will be assigned to a collection agency. The costs incurring for this must be borne in full by the party liable to pay.

3.5. In the event of a late payment TOPHOTELPROJECTS will furthermore forward the relevant information to credit insurers, collection agencies and credit bureaus in the region of the party liable to pay.

3.6. During default of payment, TOPHOTELPROJECTS shall be exempted from any obligations to provide services to the contracting partner.

3.7. If we become aware at a later point in time that the customer has not disclosed unfavourable conditions to us when placing the order which were not detectable for us and which would have given rise the assumption that the contracting party is not capable of fulfilling the contract, we shall be entitled to withdraw from the contract without prior notice and demand the immediate payment of any already provided services.

3.8. The customer may only set off counter-claims or retain payments if and in as far as these claims are not disputed or have been established by a court of law.

3.9. The payment method options offered in our webshop (e.g., credit card, debit card, PayPal, SEPA direct debit, payment by invoice, express bank transfer) processed via our payment service provider Stripe Payments Europe Limited, are listed for all services provided on our webshop and may vary. The terms and conditions of the contacting partners must be observed.

04. Delivery

4.1. The contractually agreed period of service provision via online database access shall commence on the first day of the agreed licence period. Payment is due in advance. Access to the online database will be activated at the latest 3 working days after payment receipt of the licence fee on the account of TOPHOTELPROJECTS GmbH.

4.2. The provision of data not provided via online access, shall be solely determined by the delivery period stated in the offer. Payment is due in advance of the service provision.

4.3. In the event of a culpable delay in the provision of the service, default status shall not be reached until the customer submits a written reminder. In the event of default, the customer shall be entitled to withdraw from the contract after setting a reasonable extended deadline if TOPHOTELPROJECTS fails to comply with its duty to provide service within this extended deadline. The deadline for the provision of service shall also be regarded as enabling access.

05. Warranty and liability

5.1. Warranty claims by the contracting partner shall only exist if the preparation and/or the provision of the data and/or media service is inadequate for a reason in the responsibility of TOPHOTELPROJECTS.

5.2. The achievement of set goals or successes based on the provided data lies solely in the responsibility of the contacting partner or its users. TOPHOTELPROJECTS makes no guarantees for this.

5.3. Any liability for consequential damage shall be excluded provided that such damage has not been caused by TOPHOTELPROJECTS due to gross negligence or intent.

06. Copy right, data abuse

6.1. The content provided by TOPHOTELPROJECTS is protected by copyright pursuant to Sections 4, 87a et seq. of the German Copyright Act; it may only be used for the purposes agreed with us. Express reference is made to the penal provisions of the German Copyright Act in the event of infringement.

6.2. For the duration of the contract period TOPHOTELPROJECTS shall grant the contracting partner or user the personal, non-exclusive and non-transferable right to access to offered data which TOPHOTELPROJECTS collects and offers within the scope of its own services. The user shall be authorised to use the provided data and works protected exclusively for their own purposes by copyright by loading, displaying, saving and printing these in full or in part. No other type of use, in particular reproduction and distribution both free of charge or in return for a fee, shall be prohibited.

6.3. The data may only be forwarded to the user's own employees or contractual distribution partners.

6.4. In the event of the unauthorised or improper use of the data in the responsibility of the customer and for purposes other than those agreed, in particular the complete reproduction of the data medium or the transfer of the data to a permanent data medium, the customer shall be liable to pay a contractual penalty of € 100,000.00. Claims for damages over and above this shall not be affected.



07. Data protection

7.1.1 Commissioned processing of personal data

Basis for the processing of the data is Art. 6 (1) lit. b GDPR, which allows the processing of data for the performance of a contract or pre-contractual measures.

7.1.2 Where TOPHOTELPROJECTS processes personal data on behalf of the customer (Processing according to Art. 28 GDPR), the provisions of this Section 07. shall apply. This includes activities provided by TOPHOTELPROJECTS GmbH on behalf of the customer in accordance with the service specifications and the relevant contractual agreements and which constitute commissioned processing.

Within the scope of this commissioned processing agreement, the customer is solely responsible for compliance with the statutory provisions of the data protection regulations, i.e., in particular for the lawfulness of the data transfer to TOPHOTELPROJECTS as well as the lawfulness of the processing. This also applies with regard to the purposes and means of processing governed in this agreement and the definition of the data concerned. Type, purpose and duration of the processing depend on the use of the relevant service. Categories of data subjects in particular refer to business partners and employees of the customer's business partner.

7.1.3 TOPHOTELPROJECTS is only authorised to process such personal data as is required for the fulfilment of the contractual obligations and/or enquiries. Unless otherwise agreed, a processing of personal data for other purposes is excluded. TOPHOTELPROJECTS processes personal data only upon instruction of the customer and in accordance with the service agreement. Instructions which are not included in the contractually agreed service scope are treated as a request for a change to the provided services.

7.1.4 The provision of fax numbers or email address shall not mean that the recipient has agreed to be approached with promotional content via these communication channels for the contracting partner or its users. In particular the forwarding of bulk mailings by fax or email shall be subject to strict legal conditions, solely in the responsibility of the contracting partner and its users. In this regard, the contracting partner indemnifies TOPHOTELPROJECTS against any claims.

The contracting partner or its users are hereby notified pursuant to the GDPR and the German Information and Communications Services Act (IuKDG) that TOPHOTELPROJECTS will store the complete address and other data relevant to the contract in electronic form and may process these data electronically for tasks resulting from the relevant contractual relationship. TOPHOTELPROJECTS guarantees that any and all persons entrusted with the processing of personal data have committed themselves to confidentiality and compliance with the data protection regulations.

7.1.6 By registering or entering into the contracting relationship, the contracting partner or its users declare their consent to the processing and use of their personal data to the extent required for the establishment, content-related design or amendment of a contract for the use of the services as well as for the transfer of data relating to the start and the end of this business relationship and the payment experience accruing from it to credit bureaus in accordance with the GDPR.

7.1.7 TOPHOTELPROJECTS guarantees that any and all persons entrusted with the processing of personal data have committed themselves to confidentiality and compliance with the data protection regulations.

7.1.8 Within its sphere of responsibility, TOPHOTELPROJECTS shall implement suitable technical and organisational measures in a way that ensures the processing is carried out in accordance with the GDPR and guarantees the protection of the rights and freedoms of the data subjects. Within its sphere of responsibility, TOPHOTELPROJECTS shall take all required measures in accordance with Art. 32 GDPR (more information on this can be found in the technical-organisational measures of TOPHOTELPROJECTS). At the request of the customer, TOPHOTELPROJECTS shall support the customer in the fulfilment of data subject rights as defined in Art. 12 to 23 GDPR.

7.1.9 At request, TOPHOTELPROJECTS shall provide the customer with all information necessary to ensure compliance with Art. 28 GDPR and enables the customer or an expert commissioned by the customer to verify this and shall cooperate in such verifications.

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

08. Partial invalidity

8.1. If one or more provisions of the contract or these terms and conditions should be or become invalid or unenforceable, this shall not affect the validity of the other provisions.

09. Place of fulfilment, place of jurisdiction

9.1. The place of jurisdiction from or relating to the contract or these terms shall be Rotenburg/Wümme, Germany.

9.2. The laws of the Federal Republic of Germany shall apply to these General Terms and Conditions and the entire legal relationship.

9.3 Any changes and additions to the contract must be made in writing. This shall also apply to the waiver of rights resulting from the contract or these terms including this written form requirement. All declarations and notifications made in accordance with this contract shall only be effective if made in writing.

Note on the contractual basis: These four pages of the General Terms and Conditions have been read, understood and are accepted by signing the contract.

We are looking forward to a successful cooperation with you. Thank you for your trust.

Rotenburg/W. June 2021