

GENERAL TERMS AND CONDITIONS

for **FAMILY SPA RESORTS**

Operator

LSR LEADING SPA HOTELS & RESORTS GmbH

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As of: October 2026

§ 1 Scope of Application

(1) LSR LEADING SPA HOTELS & RESORTS GmbH operates the online platform **Family Spa Resorts** at www.familysparesorts.com for the presentation of selected family-friendly wellness hotels and spa resorts.

(2) These General Terms and Conditions apply to contractual relationships between LSR LEADING SPA HOTELS & RESORTS GmbH and commercial customers, in particular hotels and resorts, that make use of presentation, marketing, membership, listing or other services of Family Spa Resorts.

(3) These General Terms and Conditions apply exclusively to entrepreneurs (business customers).

(4) Deviating terms and conditions of the customer shall only apply if their application has been expressly agreed to.

(5) In the event of contradictions, individual agreements, offers and order confirmations shall take precedence over these General Terms and Conditions.

§ 2 Services of Family Spa Resorts

(1) Family Spa Resorts presents selected family-friendly hotels and resorts within the scope of the agreed membership or the booked service package on www.familysparesorts.com and, where applicable, via further marketing and communication channels.

(2) The specific scope of services results from the respective offer, order form, order confirmation or any other individual agreement.

(3) The scope of services may in particular include:

- publication and presentation of the partner hotel;
- presentation of hotel information, images, offers and services;
- presentation of family, children's, wellness, spa and leisure offers;
- presentation of childcare and children's entertainment;
- links to the hotel's websites and booking options;
- forwarding of guest, offer and booking enquiries;
- participation in group enquiries;
- integration of a booking interface;
- editorial and promotional presentations;
- marketing and communication measures;
- presentation under the Family Spa Resorts brand, as well as
- other individually agreed services.

(4) Remuneration for the membership or listing is generally made by way of a **fixed annual fee**.

(5) Family Spa Resorts charges the hotel **no booking commission** for hotel bookings made via www.familysparesorts.com.

(6) The annual fee is owed irrespective of the number of page views, enquiries, referrals or bookings.

(7) Family Spa Resorts does not owe any particular economic success. In particular, no specific number of enquiries, bookings, overnight stays, page views or revenues is guaranteed.

§ 3 Bookings and Booking Enquiries

(1) Insofar as a direct booking option or technical booking interface is offered via www.familysparesorts.com, Family Spa Resorts provides the platform or technical connection to the respective hotel or its booking system.

- (2) The accommodation or booking contract is concluded exclusively between the guest and the respective hotel. Family Spa Resorts or LSR LEADING SPA HOTELS & RESORTS GmbH does not become a contracting party to the accommodation contract.
- (3) The respective hotel is responsible for prices, availability, room categories, family offers, service descriptions, booking, payment and cancellation conditions.
- (4) Payments by the guest for booked hotel services are made directly to the hotel or via the booking or payment system used by the hotel.
- (5) The partner hotel is obliged to keep prices, availability and other information correct and up to date.
- (6) Offer, booking and group enquiries do not yet constitute a confirmed booking.
- (7) Family Spa Resorts gives no guarantee that an enquiry or referral will result in a booking.
- (8) No booking commission is charged to the hotel for bookings made via www.familysparesorts.com.

§ 4 Obligations of the Partner Hotel

- (1) The partner hotel shall provide Family Spa Resorts in good time with all information, texts, prices, contact details, logos, photos, videos and other content required for the presentation.
- (2) The partner hotel warrants that all information is correct, complete and up to date.
- (3) This applies in particular to information on prices and availability, rooms and family rooms, family and children's offers, childcare and children's entertainment, age limits and supervision times, wellness and spa offers, leisure offers and facilities, board and cuisine, as well as booking and cancellation conditions.
- (4) Material changes shall be notified to Family Spa Resorts without delay or updated in the systems provided for this purpose.
- (5) The partner hotel warrants that it holds all necessary rights to the content provided.
- (6) For the duration of the cooperation, the partner hotel grants LSR LEADING SPA HOTELS & RESORTS GmbH the non-exclusive rights of use to the content provided that are required for the performance of the contract.
- (7) These rights of use include in particular use on www.familysparesorts.com as well as for agreed marketing, advertising, social media and communication measures.
- (8) The partner hotel is obliged to pay the agreed annual fee and any expressly agreed additional services on time.

§ 5 Family Offers, Childcare and Responsibility of the Hotel

- (1) The respective partner hotel is responsible for all family, children's, childcare, leisure, wellness and other services offered by the partner hotel.
- (2) Information on childcare, children's entertainment, age groups, supervision times, family programmes, facilities and other services must be correct and up to date.
- (3) The partner hotel is responsible for ensuring that the services it offers comply with the applicable statutory, regulatory and other requirements.
- (4) Insofar as special permits, qualifications, safety measures or supervisory duties are required for childcare, entertainment or other services, compliance with these lies within the responsibility of the respective partner hotel.
- (5) Family Spa Resorts does not assume any independent care, supervision of or responsibility for children and adolescents vis-à-vis guests.

§ 6 Quality Requirements and Brand Positioning

(1) Family Spa Resorts positions itself as a platform for selected high-quality and particularly family-friendly wellness hotels and spa resorts.

(2) The admission and continued presentation of a hotel may be made subject to the fulfilment of the quality requirements defined by Family Spa Resorts.

(3) Quality requirements may relate in particular to family-friendliness, childcare and children's entertainment, wellness and spa offering, family rooms and suites, leisure facilities for children and adults, cuisine and family-appropriate catering, service quality, furnishings and equipment, safety, location and surroundings, as well as the overall experience for families.

(4) The partner hotel shall inform Family Spa Resorts of material changes that may be relevant to these quality requirements.

(5) In the event of material or persistent deviations, Family Spa Resorts may request the partner hotel to comment and, where applicable, to remedy the situation within a reasonable period.

(6) If material quality requirements are permanently no longer met, this may constitute good cause for extraordinary termination.

§ 7 Conclusion of Contract

(1) Offers from Family Spa Resorts are non-binding unless expressly designated as binding.

(2) An order form submitted by the partner hotel or the placing of an order constitutes an offer to conclude a contract.

(3) The contract is concluded by order confirmation, signature of an agreement or commencement of the agreed provision of services.

(4) Electronic declarations and order confirmations, in particular by e-mail, are permissible.

§ 8 Prices, Invoicing and Due Date

(1) The prices agreed in the respective offer or order confirmation apply.

(2) Unless otherwise stated, prices are net plus the statutory value added tax applicable in each case.

(3) Invoices may be transmitted electronically.

(4) The annual fee is due in accordance with the payment term stated on the invoice.

(5) In the event of a contract extension, the remuneration for the new contract period becomes due.

(6) The annual fee remains owed irrespective of page views, enquiries, bookings, overnight stays and the economic success of the presentation.

§ 9 Contract Term and Termination

(1) The contract is concluded for the individually agreed term.

(2) Unless otherwise agreed, the contract term is twelve months.

(3) The commencement of the contract term results from the individual agreement or order confirmation.

(4) An automatic extension only takes place if this has been agreed in the respective contract or order confirmation.

(5) The individually agreed notice period applies.

(6) The right of both parties to extraordinary termination for good cause remains unaffected.

(7) Notices of termination may be given in writing or in text form, in particular by e-mail.

§ 10 Default in Payment

- (1) In the event of default in payment, the statutory provisions apply.
- (2) After an unsuccessful reminder and the setting of a reasonable grace period, Family Spa Resorts may temporarily suspend the agreed services until payment has been received in full.
- (3) In particular, the hotel's presence may be temporarily deactivated or the use of individual services restricted.
- (4) The contract term is, as a rule, not extended as a result.

§ 11 Content and Third-Party Rights

- (1) The partner hotel warrants that the content provided does not infringe applicable law or the rights of third parties.
- (2) This applies in particular to copyrights, trademark rights, rights to distinctive signs, personality rights and other property rights.
- (3) Family Spa Resorts may block or remove content if there are concrete indications of a legal infringement.
- (4) There is no general obligation to legally review the content provided by the partner hotel.

§ 12 Indemnification

If claims are justifiably asserted against LSR LEADING SPA HOTELS & RESORTS GmbH by third parties on the basis of content provided by the partner hotel or a legal infringement for which the partner hotel is responsible, the partner hotel shall indemnify the company, to the extent permitted by law, against such claims as well as against reasonable and necessary costs of legal defence.

§ 13 Design and Further Development of the Platform

- (1) Family Spa Resorts may further develop and change the design, structure, functions and technical implementation of the platform, provided that essential agreed services are not unreasonably impaired.
- (2) There is no entitlement to an unchanged design or placement unless a specific placement has been expressly agreed.
- (3) In the event of the permanent discontinuation of an essential service that has already been paid for in advance, a reasonable pro rata credit or refund shall be granted for the remaining term not performed, unless an equivalent replacement service is offered.

§ 14 Technical Availability and Force Majeure

- (1) Family Spa Resorts endeavours to ensure a high level of availability of the platform. Uninterrupted availability at all times is not owed.
- (2) Restrictions may arise in particular from maintenance work, technical faults, external service providers or force majeure.
- (3) Events beyond the reasonable control of the provider release the provider from the affected performance obligations for the duration and to the extent of their effects, insofar as permitted by law.

§ 15 Liability

- (1) LSR LEADING SPA HOTELS & RESORTS GmbH is liable in accordance with the mandatory statutory provisions.

(2) The partner hotel is, as a rule, responsible for prices, availability, offers, childcare services and other information provided by the partner hotel.

(3) Family Spa Resorts gives no warranty for the actual provision of the accommodation, family, childcare, wellness, catering or other services offered by the hotel.

(4) Claims arising from the accommodation or service contract concluded between guest and hotel are, as a rule, to be settled between these parties.

(5) Family Spa Resorts is not liable for any particular economic success of the presentation.

(6) Mandatory statutory liability provisions remain unaffected.

§ 16 Confidentiality

Both contracting parties shall treat as confidential any confidential business information of the respective other party that becomes known to them in the course of the cooperation.

Excluded from this are publicly known information as well as disclosures required by law, by court order or by public authorities.

§ 17 Data Protection

(1) The contracting parties shall comply with the applicable data protection provisions, in particular the GDPR.

(2) The provider's data protection information is available at www.familysparesorts.com.

(3) Insofar as data processing on behalf of a controller is required, the parties will, where necessary, conclude a separate agreement.

§ 18 Amendments to these General Terms and Conditions

Amendments to these General Terms and Conditions for existing contractual relationships shall only be made in compliance with the statutory requirements and the agreements made.

Individual agreements remain unaffected.

§ 19 Severability Clause

Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions shall remain unaffected.

Invalid or unenforceable provisions shall be replaced by the statutory provisions.

§ 20 Applicable Law and Place of Jurisdiction

(1) Austrian law applies, excluding its conflict-of-law rules and - insofar as legally permissible - the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance is the registered office of LSR LEADING SPA HOTELS & RESORTS GmbH in Villach, Austria.

(3) For all disputes arising from or in connection with the contractual relationship, **Klagenfurt is agreed as the place of jurisdiction**, insofar as legally permissible.

As of: October 2026