

## **Terms & Conditions**

This agreement contains the complete terms and conditions that apply to an individual's or entity's participation in Global Hunting. Global Hunting offers on the websites [www.globalhunting.com](http://www.globalhunting.com), [www.globalhunting.de](http://www.globalhunting.de) and [www.weltweit-jagen.de](http://www.weltweit-jagen.de) information about hunting and brings together hunting travellers and owner of hunting business (in the following called outfitter). Global Hunting is not offering any service apart from the arrangement between hunting traveller and owner of hunting business. Global Hunting is incorporated in Germany. Global Hunting is owned and management by SLS Informationssysteme GbR, represented by the executive officers Dirk Längin and Claus-Henning Schmidt, Taunusstr. 10, 61137 Schöneck, Germany. In addition to the terms of the contract, this agreement sets out the terms and conditions which rule the legal terms of the Global Hunting outfitter and hunting traveller. For all services the terms & conditions of Global Hunting become effective. For the deal between outfitter and hunting traveller terms & conditions of them become effective.

### **1. Achieving Agreement**

Binding booking of hunting traveller and outfitter takes place between those two entities. Accordingly, terms & conditions of hunting traveller and outfitter are decisive. The hunting traveller has no obligations to Global Hunting. Global Hunting does not make any bookings. Global Hunting only transfers booking inquiries to outfitter. After transferring inquiries Global Hunting is not in charge for any further deals.

### **2. Privacy**

Global Hunting will keep all personal information as strictly confidential and no personal information will be made available to third parties, unless obliged to do so by law or legal process. In order to bring outfitter in contact with potential hunting travellers registration with Global Hunting requires your full address, e-mail, fax and information about the hunting facilities. In order to improve our service constantly Global Hunting reserves the right to analyse web page traffic and behaviour of site visitors and hunting travellers. All data are kept confidential. While upgrading technical subjects Global Hunting applies appropriate means to ensure privacy of partners and hunting travellers.

### **3. Cancellation**

Conditions of booking cancellation are subject matter to the terms & conditions of outfitter and hunting traveller. Global Hunting is not responsible. Legally binding is only the contract between outfitter and hunting traveller.

### **4. Payments agreement**

All payments are made to the outfitter. Only the outfitter is charged a commission by Global Hunting after hosting a hunting traveller.

### **5. Disapproval**

Global Hunting reserves the right to refuse arrangements between hunting traveller and outfitter. In particular, hunting travellers which are not credit-worthy or do not meet certain terms & conditions are not transferred to outfitter

### **6. Liability**

Global Hunting is held responsible for any criminal intent or negligence. However, Global Hunting shall not be liable to the partners for:

I) any consequential, incidental, punitive, exemplary, special or indirect damages of any kind, arising out of, under or relating to this Agreement (whether or not advised of the possibility of such damages);  
II) damages of any kind arising out of any failure or delay by Global Hunting in performing any or all of its obligations contained herein if the failure or delay is due to circumstances or cause beyond the reasonable control Global Hunting or its employees, agents or sub-contractors (including, without limitation, action or inaction of any governmental or local authority, civil unrest, war, act of God, industrial disputes, strikes, lock-outs, power failure, computer, electronic or electrical system failure, malfunction or breakdown, failure of the internet transmission or links, hacking of the Global Hunting system, contamination or corruption of the Global Hunting system or software howsoever caused).  
III) Damages under this clause include but are not limited to damages for loss of business reputation, loss of profits or revenues, business interruption, loss of business information, or any other pecuniary loss.

IV) Each party represents and warrants to the other that:

a) its site does not post on site that has an interface with it content that advocates violence, is libellous, defamatory, obscene, pornographic, "adult-oriented" (including sexually explicit materials of any kind), abusive or overly-violent, relates to gambling, use of illegal substances, sedition or illegal activities, advocates or endorses discrimination of the basis of race, ethnicity, gender, religion, sexual orientation or class or violates any law or any third party's rights.

### **7. Warranty**

Unless not agreed upon, Global Hunting only ensures its service for the arrangement between outfitter and hunting traveller. Properties are only assured when they are written down and Global Hunting explicitly assures them.

## **8. Policy Change of Global Hunting**

Global Hunting reserves the right to change its service. Global Hunting tries to consider the interest of existing outfitter and hunting travellers when changing its service.

## **9. Policy Change of outfitter**

The outfitter is obliged to inform Global Hunting immediately when changing its term & conditions. This also includes change of address, telephone number, fax or e-mail. Global Hunting reserves the right to block the account of an outfitter when information is neglected. Global Hunting is not in charge for any cost relating to this subject matter.

## **10. Change of terms & conditions**

Global Hunting reserves the right to change its term & conditions any time. Outfitter and hunting traveller are informed about the importance of the change. If no protest is expressed within one month, the change is in force.

## **11. Licences and laws**

Each traveller is responsible for meeting all relevant passport, visa, law, currency, hunting, environmental, health and social regulations. The hunting traveller has to contact authority and administration body to solve any lack of clarity. Global Hunting tries to provide a set of information on its website. Nevertheless, the information on Global Hunting's website are without guarantee. Global Hunting is excluded of liability for any subject matter relating to this paragraph.

## **12. Liability for Links**

Global Hunting disassociates itself from all content of other websites which is accessible through links from [www.globalhunting.de](http://www.globalhunting.de), [www.globalhunting.de](http://www.globalhunting.de) and [www.weltweit-jagen.de](http://www.weltweit-jagen.de).

## **13. Miscellaneous**

This agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements, understandings, representations or warranties relating to the subject matter hereof and contains all of the terms, conditions, understandings, representations, warranties, and promises of the parties hereto in connection therewith. No modification, alteration or amendment of this agreement shall be valid or binding unless in writing and signed by the party to be charged with such modification, alteration or amendment. This agreement shall be solely governed by and construed in accordance with the laws of Germany. Should any individual provision of this agreement be or become void or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such case the void or unenforceable provisions shall be replaced by valid and enforceable provisions coming as close as possible to the parties' intended economic purpose. Each individual signing on behalf of a party hereto represents and warrants that he or she is duly authorised to execute this agreement on behalf of such party.

## **14. Legal Domicile**

For all disputes which refer to the terms & conditions German law is effective.

*Germany, Erlangen January 2002*