

Terms and conditions from MicronNexus for Carhiremarket.com

I. General

§ 1

The web site carhiremarket.com (hereinafter "the Site") is operated by MicronNexus GmbH (hereinafter "MicronNexus"). MicronNexus does not rent out any rental cars. Rather, MicronNexus acts as an agent only (see III. Terms for Reservations of Rental Cars through carhiremarket.com).

§ 2

In case of a reservation, the rental contract for the rental car is concluded between the customer and the car rental firm according to their general terms and conditions solely. These Terms of Use of the Site carhiremarket.com (hereinafter "the Terms of Use") shall govern the use of this Site and apply to the activity of MicronNexus as an agent only. They do not affect the conditions under which the cars are rented. In this respect, the customer is referred to the general terms and conditions of the car rental firms.

§ 3

By accessing or using this Site you agree to the Terms of Use. If you do not agree with these Terms of Use, you are not entitled to use this Site.

II. Terms for the Use of the Site

§ 1 Privacy Policy

To protect your privacy the following conditions apply:

- We ask you expressly, when we need information which could identify you personally (hereinafter "personally identifiable information"). If you would like to be registered as a member of carhiremarket.com for example, MicronNexus requests your full name and your e-mail address. We use the personally identifiable information provided to us and forward it to third parties if necessary in case of a reservation through this Site or if you use the services rendered by us. We also use the personally identifiable information to operate this site and to inform you about our new features, services and products occasionally. MicronNexus processes and stores your personally identifiable information according to the German Federal Data Protection Act.

- MicronNexus is entitled to handpick third companies to provide you with information. If you do not wish to obtain such information or bargains from MicronNexus or from third companies, please state on the registration site for the membership that you do not wish to obtain advertising material.

- To ensure that your personally identifiable information for your membership registration is correct, you may check and update your customer information anytime.

§ 2 Copyright, Trademarks and Intellectual Property

- You may not copy, reproduce, republish, upload, post, transmit, distribute and/or exploit the content, information, software, products and/or services of this Site, whatsoever.

- This entire Site is subject to German and international laws relating to copyright and intellectual property. All reproduction rights are reserved, including those relating to downloadable documents and image and photographic reproductions.

- Links to the Site accessible at the address carhiremarket.com may not be created absent prior consent in writing from MicronNexus. In any event, creation of such links shall not give rise to any liability of MicronNexus, whatsoever. In addition, MicronNexus reserves the right to demand removal of such links.

§ 3 Disclaimer of Warranties and Liability

- Since the major part of the information shown on this Site is provided by the car rental firms themselves, MicronNexus does not warrant or make any representations regarding the results that may be obtained from the use of this Site, or as to the reliability, accuracy, completeness and/or currency of any information content, service and/or merchandise acquired pursuant to your use of this Site. Neither MicronNexus warrants that the functions contained in this Site will be uninterrupted or error-free and that defects will be corrected or that the server that makes the content available will be free of viruses or other harmful components. The content of the Site is subject to frequent changes. MicronNexus and/or the car rental firms may undertake changes or updates of the Site and/or the content at any time.

- All content, information, software, products and/or services on this Site are provided without warranties of any kind either expressly or implied.

- MicronNexus, its affiliated or related entities or related persons shall bear no liability regardless of the legal ground except in the cases provided for below.

- The liability of MicronNexus is limited to damages caused intentionally or by gross negligence unless in the case of material breach of a contractual obligation or in the case of damage claims arising from a breach of a warranty.

- MicronNexus is not liable for any loss of profit, failed reduction of costs, indirect damages and/or consequential damages, whatsoever, except in the case of intentional breach of contractual obligations.

- Furthermore, the amount of liability of MicronNexus is limited to reasonably foreseeable damages at the time when this contract was concluded, except in the case of intentional breach of contractual obligations and except in the case of the use of this Site by a private customer.

- Any possible liability concerning culpable harm to life, body or health remains unaffected of the foregoing.

- Some jurisdictions may not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, MicronNexus` liability is limited to the greatest extent permitted by law.

§ 4 No Illegal or Prohibited Use; Indemnification

- As a precondition for the use of this Site you warrant MicronNexus that you do not apply this Site to any purpose which is illegal or prohibited pursuant to these Terms of Use.

- You agree to indemnify, defend, and hold harmless MicronNexus, its officers, directors, employees, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorney`s fees, resulting from any violation by you of these Terms of Use.

§ 5 Links to Web Sites of Third Parties

This Site may contain hyperlinks to other web sites, which are operated by third parties. Such hyperlinks are presented as information only. MicronNexus does not check or control those web sites. Neither is MicronNexus liable for their contents, whatsoever. The implementation of hyperlinks of such third parties` web sites does not indicate any approval of the content of such sites or any relationship to their operators.

III. Additional Terms for Reservations of Rental Cars through carhiremarket.com

The following provisions apply in addition to the foregoing, if reservations of rental cars are concluded through the Site carhiremarket.com.

§ 1 General Information

The web site carhiremarket.com (hereinafter "the Site") is operated by MicronNexus GmbH (hereinafter "MicronNexus"). MicronNexus does not rent out any rental cars. Rather, MicronNexus acts as an agent only. In case of a reservation, the rental contract for the rental car is concluded between the customer and the car rental firm according to their general terms and conditions solely. These Terms of Use of the Site carhiremarket.com (hereinafter "the Terms of Use") shall govern the use of this Site and apply to the activity of MicronNexus as an agent only. They do not affect the conditions under which the cars are rented. The customer is referred to the general terms and conditions of the car rental firms in this respect. Special regulations or restrictions may apply to chosen prices, products or services. In this case you will be advised accordingly prior to the reservation.

§ 2 Service and Mandate of MicronNexus

- By filling in the information form and sending the form to us you ask us to forward the information to the car rental firm. The acceptance with regard to the rental agreement is the confirmation of reservation by the car rental firm which can be concluded in writing, orally, by e-mail, by debiting an account or a credit card or in another way.

- Our contractual obligation is limited to the forwarding of the information for the procurement of the rental cars. The delivery of the reserved rental car is also not part of our obligations.

§ 3 Disclaimer of Warranties and Liability

- We rely on the information the car rental firms provides us with, e.g. details about the cars and/or tariffs. MicronNexus does not have the opportunity to check the accuracy of this information. MicronNexus does not warrant or make any representations regarding the accuracy, reliability, completeness and/or currency of any information content and/or service of this Site. Neither MicronNexus warrants that the functions contained on this Site will be uninterrupted or error-free and that defects will be corrected or that the server that makes the content available will be free of viruses or other harmful components.

- MicronNexus does not warrant and is not liable for the availability of the rental cars at the time of the reservation nor for the fulfillment of the rental contract.

- MicronNexus, its affiliated or related entities or related persons shall bear no liability regardless of the legal ground except in the cases provided for below.

- The liability of MicronNexus is limited to damages caused intentionally or by gross negligence unless in the case of material breach of a contractual obligation or in the case of damage claims arising from a breach of a warranty.

- MicronNexus is not liable for any loss of profit, failed reduction of costs, indirect damages and/or consequential damages, whatsoever, except in the case of intentional breach of contractual obligations.

- Furthermore, the amount of liability of MicronNexus is limited to reasonably foreseeable damages at the time when this contract was concluded, except in the case of intentional breach of contractual obligations and except in the case of the use of this Site by a private customer.

- Any possible liability concerning culpable harm to life, body or health remains unaffected of the foregoing.

- Some jurisdictions may not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, MicronNexus` liability is limited to the greatest extent permitted by law.

§ 4 Fees; Collection of the Rental Price

- At present, MicronNexus does not charge any fees for the procurement of the rental cars from the customers. However, MicronNexus reserves the right to charge such fees in the future. In this case, MicronNexus will advise the customer appropriately.

- Rental cars may be reserved by credit card only.

§ 5 Information Regarding the Confirmation of a Reservation and the Delivery of the Car

- MicronNexus is not a party of the rental contract. Therefore, MicronNexus is not entitled to confirm a reservation. Reservations are confirmed by the car rental firms only.

- Your reservation is accepted when you receive the confirmation of the reservation subject to the general terms and conditions of the car rental firms. The customer is obliged to check the accuracy of the confirmation of the reservation immediately and to inform the car rental firm in the case of any mistake and/or discrepancy without any delay. If the car rental firm is notified about any mistakes and/or discrepancies later than three days after receiving the confirmation of the reservation, the notice does not affect the rental contract. In particular, delayed notices of any mistakes and/or discrepancies do not entitle the customer to cancel the contract.

- You will be advised by the car rental firm with regard to the delivery of the car.

§ 6 Information Regarding Change of Reservation

The car rental firms are exclusively competent for any possible change or cancellation of a reservation subject to their general terms and conditions.

§ 7 Customer`s Warranty and Liability

- You agree and accept to be liable or responsible for any use of this Site as well as for any use of your account through third parties, including but not limited to underage persons (under 18) living at your home.

- You agree and accept to supervise any use of this Site by underage persons in your name and/or for your account. Further, you warrant that all information given by you or by other persons in your name and/or for your account is correct.

- Any reservation with fraudulent, speculative or bogus intention or which is concluded in the expectation of an increasing demand, is prohibited. You agree and accept that this Site may only be used to make legal reservations for you or a third party for which you are authorized. You acknowledge that any excessive use or abuse of this Site may result in a refusal of further use of this Site.

- You agree to indemnify, defend, and hold harmless MicronNexus, its officers, directors, employees, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorney`s fees, resulting from any violation by you of these Terms of Use.

IV. Final Clauses

The following final clauses apply to all provisions mentioned above under I. to III.

§ 1

MicronNexus reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms of Use at any time.

§ 2

If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. The ineffective provision has to be replaced by another regulation with a preferably same tenor.

§ 3

The Terms of Use and the use of this Site shall be governed by, construed and enforced in accordance with the laws of Germany. As far as legally possible, any action you, any third party or MicronNexus, brings to enforce these Terms of Use, or in connection with any matters related to this Site shall be brought only before the courts located in Hamburg, Germany, and you expressly consent to the jurisdiction of the said courts.