

## **General Terms & Conditions for the Use of Hotel-Spider**

### **1. Offer and Contract**

1.1 The current General Terms & Conditions apply to all contracts between Tourisoft and its clients. No modification whatsoever is valid, unless it has been explicitly agreed in writing.

1.2 None of the clauses of the Client's own General Terms & Conditions applies to Tourisoft's offers or contracts.

### **2. Prices and Payment**

2.1 The structure of the price due for the utilisation of Hotel-Spider is shown on the website [www.hotel-spider.com](http://www.hotel-spider.com).

2.2 Tourisoft reserves the right to modify its current prices, by informing its clients per e-mail at least three months before the date of their modification.

2.3 If the client does not agree with the new prices announced conform to clause 2.2, he has the right to inform Tourisoft in writing within a maximum of seven business days, starting with the date of receipt of the letter mentioned in clause 2.2, of his intention to cancel the contract as of the date on which the new prices will be applied.

2.4 The Client accepts that Tourisoft communicates with him by e-mail except for communications as described in clauses 5.2, 6.1, 6.2, and 6.3.

2.5 If for any reason, after the activation of the service, a Tourisoft employee should have to go to the client's office or that of one of its partners at the request of the latter, the work will be invoiced, taking into account the number of hours spent as well as the travel and lodging expenses incurred.

### **3. Confidential information**

3.1 Each party guarantees that all confidential information received from the other party will remain confidential. All information received is considered confidential unless it has been marked explicitly non-confidential.

### **4. Non-hiring clause**

4.1 For the duration of the contract between Tourisoft and the Client as well as for the duration of one year after its expiration, each party will abstain from hiring any employee from the other party

who has contributed to the execution of this contract, unless an agreement in writing has been reached on this subject.

## **5. Duration of the contract**

5.1 Unless stipulated otherwise in writing, the minimum duration of contracts with Tourisoft is one year.

5.2 Contracts with Tourisoft are tacitly renewed at the end of their initial period for a period of the same duration, unless one of the parties cancels the contract by informing the other party, in writing, at least three months prior to the expiration date of the relevant period

## **6. Cancellation**

6.1 In case a party fails to fulfil one of its obligations resulting from the contract between Tourisoft and the Client the other party will be entitled to terminate the contract if within 30 days after sending a notice of default by registered mail, this notice has remained without effect.

6.2 Tourisoft will have the right to terminate the contract with the Client, by registered mail, with immediate effect, without accusing the Client of breach of contract and without giving up its rights to claim damages and interest to be paid by the Client, in case of serious misconduct or serious neglect by the latter.

6.3 Tourisoft will have the right to terminate the contract with the Client, by registered mail, with immediate effect, without accusing the Client of breach of contract and without giving previous notification by sending a registered letter in case of bankruptcy, Chapter 11 or liquidation of the Client.

6.4 Tourisoft cannot be held responsible for possible harm done to the Client or third parties because of its cancellation of the contract with the Client.

6.5 All claims, whether already invoiced or not, due at the moment of cancellation of the contract, will have to be paid immediately upon such a cancellation.

## **7. Responsibility**

7.1 Under no circumstance, can Tourisoft be held responsible for the exactness and completeness of information delivered or entered by or at the request of the Client. The Client is exclusively responsible for the information that Tourisoft will save in its database and that will be shown to tourists in the screens of the reservation platforms, with which the Client wishes to be connected.

7.2 The responsibility for the exactness of the information rests exclusively with the Client, even if Tourisoft has entered the information, at his request and cost.

7.3 Under no circumstance can Tourisoft be held liable for the non-availability of an item that is part of a reservation made through the Hotel-Spider. Possible damages resulting from such non-availability can never be charged to Tourisoft.

7.4 The Client is the exclusively responsible for the installation and the proper functioning of the telecommunication connection between his office and the WWW (Internet). The bandwidth of this link, as well as its availability invokes under no circumstances the responsibility of Tourisoft. More specifically, Tourisoft can never be held responsible for any interruptions of this telecommunication connection.

7.5 The liability of Tourisoft with regard to the Client is limited to cases of malicious intent or gross negligence.

7.6 Tourisoft is not responsible in case of delay and/or partial or complete outage of its service if this is due to force majeure. In such cases, the Client cannot claim any damages.

## **8. Information protection**

8.1 The Client commits itself to respect the laws and regulations regarding the protection of data of the country concerned. He commits himself to inform Tourisoft of any amendments to such laws and regulations known to him.

8.2 The Client guarantees that the information that is stored by him or, at his request, by Tourisoft, has been treated in accordance with the prevailing law. He guarantees that Tourisoft will be protected at all times against all complaints or actions by third parties, made against Tourisoft regarding their data privacy rights.

8.3 Unless otherwise explicitly agreed upon in writing by the Client, Tourisoft is authorised to mention the Client's name as such in its website.

## **9. Performance**

9.1 Tourisoft will do its best in the framework of its obligation with respect to the Client, to assure the availability of the service of its product to the client.

## **10. Payment**

10.1 Payment of the monthly subscription fee for the service of Hotel-Spider should be made one month in advance, by credit card or bank transfer, in the screen available for this purpose in the Hotel-Spider.

10.2 If the monthly fee is not paid within 30 days, the client will automatically receive a reminder.

10.3 If the monthly fee is not paid within 90 days, the client's account will be suspended automatically.

## **11. Putting into service**

11.1 The Client has the right to try Hotel-Spider free of charge and without obligation for a month. To this end he fills out the contract that is available on the website [www.hotel-spider.com](http://www.hotel-spider.com), signs and faxes it to Tourisoft. The test month starts the day the signed contract is received by Tourisoft.

11.2 After receipt of the contract, Tourisoft will create an account for the client and send him the access codes by e-mail as well as an invitation for a guided tour by telephone.

11.3 If, at the end of this month, the client is not satisfied, he informs Tourisoft by e-mail ([support@hotel-spider.com](mailto:support@hotel-spider.com)) that he no longer wishes to use Hotel-Spider. In this case he has no further obligations to Hotel-Spider.

11.4 If, at the end of this month, the client is satisfied, he continues to use Hotel-Spider and will receive monthly invoices for this. Until the end of the third month, he can still cancel the contract without any additional costs.

## **12. Use and Maintenance**

12.1 Payment of the monthly fee, as described in clause 10.1, entitles the Client to use Hotel-Spider.

12.2 The right to use Hotel-Spider is not linked to the number of terminals the Client uses. It is linked only to the contract made between the Client and Tourisoft.

12.3 The right to use Hotel-Spider can, under no circumstance, be transferred or let to a third party. The Client is not authorised to rent, lease or sub-licence, to alienate, confer limited rights or make available to third parties the right or the Hotel-Spider in any way or for any purpose.

12.4 Tourisoft, in its effort to continually make Hotel-Spider more user-friendly and powerful, will make updates available to its product on a regular basis. The cost for these updates is included in the subscription fee which Tourisoft charges the Client once a year.

## **13. Guarantee**

13.1 Tourisoft cannot guarantee that its product will function without fault or without interruption nor that all problems encountered by the Client will be resolved.

## **14. Partial invalidity**

14.1 In case one or several clauses of these General Terms & Conditions are not applicable or are cancelled, the other clauses will remain in force. The cancelled clause or the one that was not applicable will be replaced by mutual agreement between Tourisoft and its Client by a clause that serves imperatively the same purpose as the one it replaces.

**15. Law and place**

15.1 The parties will make their best effort to resolve amicably any conflicts arising from the interpretation or the execution of this contract.

15.2 Swiss law applies to these General Terms & Conditions.

15.3 Any conflict, resulting from these General Terms & Conditions not solved amicably, will be submitted to the Tribunaux de Genève and, as a last resort, to the Tribunal fédéral in Lausanne.

15.4 This version of the General Terms & Conditions is a translation of the original which is in the French language. In case of conflict between the translation and the original, the latter will prevail.