

GENERAL TERMS AND CONDITIONS

1. Definitions

In these General Terms and Conditions and in the License Agreement, the following terms, in the singular or plural, are used and have the following meaning:

1.1 “Customer” refers to the entity or person who has signed a license agreement and whose contact information is listed on the first page of the license agreement.

1.2 “Room” refers to any room in the operation that can accommodate at least one external person for an overnight stay.

1.3 “Hotel-Spider Account” refers to the computer account in Hotel-Spider that allows the customer to log in.

1.4 “General Terms and Conditions” refers to this document as well as any version of the software or the version stored on any data medium.

1.5 “License Agreement” refers to the contract concluded between Tourisoft Sàrl and the customer. These General Terms and Conditions are an integral part of the License Agreement.

1.6 “Effective Date” is explained in Article 3.2 of these General Terms and Conditions.

1.7 “Operation” refers to the operation mentioned in the respective paragraph in the License Agreement.

1.8 “Force Majeure” refers to any event that is beyond the reasonable control of a party, including acts of war, earthquakes, hurricanes, floods, fire, or any similar occurrence, such as embargo, riot, terrorism, sabotage, strike, state act, rebellion, epidemic, inability to procure materials or means of transport, power failure, legal or governmental regulatory restrictions, court ruling, conviction, internet failure, denial of service attack, or any event of similar nature.

1.9 “License Fees” are explained in Article 4 of these General Terms and Conditions.

1.10 “Hotel-Spider” refers to the Hotel-Spider Channel Manager in the version on the effective date or any later version.

1.11 “Commissioning” refers to the time (date) when the customer has access to the Hotel-Spider account, meaning the URL (internet address), username, and password for their Hotel-Spider account.

1.12 “Party” refers to the customer or Tourisoft Sàrl.

1.13 “Booking Platform” refers to online booking portals IDS (Internet Distribution Systems) and GDS (Global Distribution Systems).

1.14 “Additional Products” refers to the products mentioned in Article 2 of the License Agreement.

1.15 “Terminal” refers to any device on which Hotel-Spider can be displayed, such as computers, tablets, smartphones, etc.

1.16 “Tourist” refers to any person who reserves a room or another good with the customer and/or operation.

2. Application of the General Terms and Conditions

2.1 These General Terms and Conditions apply to the License Agreement concluded between Tourisoft Sàrl and the customer.

2.2 In case of a contradiction between the License Agreement and the General Terms and Conditions, the provisions of the License Agreement shall take precedence.

3. Effective Date and Commissioning

3.1 After receiving the dated and signed License Agreement, Tourisoft will create a Hotel-Spider Account for the customer and send them an email with the access information, a copy of the License Agreement signed by Tourisoft, and an invitation for a telephone introduction.

3.2 The License Agreement comes into effect as soon as the Hotel-Spider Account for the customer mentioned in Article 3.1 is created and the access data for the Hotel-Spider account have been received. The date, which is binding, will be set by Tourisoft Sàrl in the section “This contract comes into effect on” in the License Agreement.

4. License Fees

4.1 The license fees are explained in the License Agreement and result from the use of Hotel-Spider and/or additional products. The license fees for additional products are invoiced separately.

4.2 The first thirty days after the effective date of the License Agreement are free of charge. After these first thirty days, the license fees are due. If the free period ends during a month,

no license fees are charged for the rest of the month, provided the License Agreement is still in effect.

4.3 The customer agrees to pay the license fee according to the information received from Tourisoft Sàrl.

4.4 Tourisoft Sàrl reserves the right to change the current license fees at any time by notifying its customers via email about the new fees and the effective date of the change.

4.5 If the customer does not agree with the new license fees according to section 4.4, they have the right to terminate the License Agreement by registered mail to Tourisoft Sàrl with a notice period of seven days. The period starts the day after the receipt of the email mentioned in section 4.4. The termination takes effect on the day the new license fees come into force as stated in section 4.4.

4.6 The setup fee is included in the license fee.

4.7 If for any reason, after the activation of the Hotel-Spider Account, a Tourisoft employee must visit the customer's office, the labor costs will be invoiced based on the number of hours worked, as well as travel and accommodation expenses.

5. Other Services and Additional Products

5.1 Costs relating to other services apart from the use of Hotel-Spider, particularly additional products, will be invoiced to the customer separately, based on a flat fee determined in the License Agreement or in a later agreement.

5.2 For the first thirty days after the effective date of the License Agreement, no charges will be invoiced. After these first thirty days, the fee will be due. If the free period ends during a month, no fee will be charged for the rest of the month, provided the License Agreement is still in effect.

5.3 The customer agrees to pay the fee according to the information received from Tourisoft Sàrl.

5.4 Tourisoft Sàrl reserves the right to change the current flat fee at any time by notifying its customers via email about the new fee and the effective date of the change.

5.5 If the customer does not agree with the new flat fee according to Article 5.4, they have the right to terminate the License Agreement by registered mail to Tourisoft Sàrl with a notice period of seven days. The period starts the day after the receipt of the email mentioned in Article 5.4. The termination takes effect on the day the new flat fee comes into force as stated in Article 5.4.

5.6 The setup fee is included in the flat fee.

5.7 If for any reason, after the setup of other services/additional products, a Tourisoft employee must visit the customer's office, the labor costs will be invoiced based on the number of hours worked, as well as travel and accommodation expenses.

6. Confidential Information

6.1 Each party guarantees that all confidential information received from the other party will remain confidential.

6.2 All information received is considered confidential unless expressly stated otherwise.

7. Prohibition of Hiring Employees

7.1 During the term of the License Agreement between Tourisoft and the customer and for one year after its termination, it is prohibited for the parties to hire employees of the other party who were involved in fulfilling the contract, unless a written agreement is made.

8. Duration of the Contract and Termination

8.1 Unless otherwise agreed in writing by the parties, the minimum duration of the License Agreement is one year.

8.2 The License Agreement will automatically renew for another period of the same duration after the initial period, unless either party terminates the agreement by registered mail with a notice period of three months before the end of the affected period.

8.3 Within the first three months after the effective date of the License Agreement, the customer has the option to terminate the contract without notice via email to support@hotel-spider.com. The customer must explicitly mention the termination and the date when it should become effective. The License Agreement ends on the date specified in the termination, but at the latest on the last day of the above-mentioned three-month period.

8.4 If either party fails to fulfill its obligations under the License Agreement or these General Terms and Conditions, the other party has the right to terminate the agreement if the defaulting party does not remedy its failure within thirty days after receiving a reminder sent by registered mail.

8.5 Tourisoft has the right to terminate the License Agreement with the customer by registered mail with immediate effect, without the need for a reminder, and without prejudice to its right to claim damages from the customer in the event of:

- Gross misconduct or serious breach of contract by the customer.
- Delay in payment of the license fees of more than 60 days after due date.
- Bankruptcy, composition proceedings, or liquidation of the customer.

9. Consequences of Termination

9.1 Tourisoft cannot be held responsible for any potential damage caused to the customer or a third party as a result of the termination of the License Agreement.

9.2 All amounts accrued by the termination date of the License Agreement, whether invoiced or not, become immediately due and must be paid by the customer on the termination date.

9.3 In the event that the License Agreement expires during a month, the license fees paid by the customer for that month for the use of Hotel-Spider, as well as fees for other services or additional products, are fully owed to Tourisoft Sàrl. No reimbursement will be made.

10. Liability

10.1 In no event shall Tourisoft be liable for the accuracy and completeness of the data provided and recorded by the customer or on their behalf. The customer is solely responsible for this information, which is stored by Tourisoft in their database and displayed to tourists on the screens of the booking sites with which the customer connects through Hotel-Spider, additional products, or any other software owned by Tourisoft Sàrl.

10.2 The responsibility for the correctness and completeness of the data rests solely with the customer, even if these were recorded by Tourisoft at the customer's request and expense.

10.3 Tourisoft shall not be liable for the unavailability of a room or similar item that is the subject of a reservation made via Hotel-Spider, additional products, or any software owned by Tourisoft. Any damage resulting from such unavailability cannot be attributed to Tourisoft.

10.4 Tourisoft Sàrl is not liable for the proper functioning of connected systems (including, but not limited to, online booking portals, hotel management programs, booking masks, etc.) or their functionality. The customer has a contract with these suppliers, not Tourisoft Sàrl.

10.5 The customer is solely responsible for setting up and maintaining the telecommunications connection between their premises and the WWW (internet). Tourisoft is not responsible for

the speed or availability of this connection, and in particular, shall not be liable for any interruptions in the telecommunications connection.

10.6 TOURISOFT'S LIABILITY TO THE CUSTOMER IS LIMITED TO CASES OF WILLFUL FRAUD AND GROSS NEGLIGENCE.

10.7 TOURISOFT SHALL NOT BE LIABLE IN CASE OF NON-FULFILLMENT OR COMPLETE OR PARTIAL DELAY IN FULFILLING ITS OBLIGATIONS IF THIS IS DUE TO FORCE MAJEURE. IN SUCH A CASE, THE CUSTOMER CANNOT CLAIM DAMAGES.

11. Data Protection

11.1 The customer agrees to comply with the data protection laws and regulations in the country where they use Hotel-Spider or the additional products. The customer also agrees to inform Tourisoft of any legal changes in this regard that they become aware of.

11.2 The customer guarantees that any data transmitted to Tourisoft or a third party in connection with the License Agreement has been processed in compliance with the applicable legal provisions and indemnifies Tourisoft against any claims or lawsuits from third parties based on an alleged violation of their data protection rights.

11.3 Unless the customer explicitly states otherwise in writing, Tourisoft has the right to mention the customer as such on their website.

11.4 Tourisoft has the right to use the information from reservations received through Hotel-Spider for statistical purposes and to conduct market analyses. Any other use of this information, especially in the sale to third parties, is expressly excluded. Tourisoft will handle this information confidentially and anonymously and will only provide it in anonymized form to third parties. Under no circumstances will the customer's name or their credit card information be used.

12. Payment

12.1 Monthly license fees and other fees must be paid monthly in advance, no later than the 28th of the month, via credit card or bank transfer through the Hotel-Spider system, on the designated screen.

12.2 If the license fees and/or other fees are not paid within thirty days after the due date, the customer will automatically receive a reminder.

12.3 If the license fees and/or other fees are not paid within sixty days after the due date, the customer's Hotel-Spider account will be automatically suspended.

12.4 If the license fees and/or other fees are not paid within ninety days after the due date, Tourisoft Sàrl will collect the outstanding amounts either directly or through a collection agency, using all legal means available.

13. Use and Maintenance

13.1 Payment of the license fees for Hotel-Spider and/or additional products grants the customer the right to use the aforementioned products. Payment of other fees for additional products grants the customer the right to use them.

13.2 The license for using Hotel-Spider is not dependent on the number of terminals (computers, tablets, smartphones, etc.) used by the customer.

13.3 THE RIGHT TO USE HOTEL-SPIDER CANNOT BE TRANSFERRED OR ASSIGNED TO THIRD PARTIES UNDER ANY CIRCUMSTANCES. THE CUSTOMER IS NOT AUTHORIZED TO RENT, LEASE, SUBLICENSE, SELL, ASSIGN LIMITED RIGHTS TO, OR OTHERWISE PROVIDE HOTEL-SPIDER TO THIRD PARTIES FOR ANY PURPOSE OR IN ANY WAY.

13.4 In its effort to continuously improve the usability and performance of Hotel-Spider, Tourisoft Sàrl regularly provides updates to the customer. The costs for these updates are included in the license fees.

14. Warranty

14.1 Tourisoft cannot guarantee that Hotel-Spider and the additional products will function error-free and without interruption or that any issues encountered by the customer will be resolved.

14.2 The use of Hotel-Spider and/or additional products is entirely the customer's responsibility. Tourisoft Sàrl's only obligation is to make these products available.

14.3 Tourisoft Sàrl will make its best efforts to ensure that Hotel-Spider and the additional products function properly at all times. However, due to IT risks, Tourisoft Sàrl cannot guarantee that no failures or errors will occur, even if the products are used correctly by the customer.

15. Notifications

15.1 All communications and notices under the License Agreement and these General Terms and Conditions must be made in writing and sent via registered mail, email, fax, or post to

the other party's address/email address/fax number specified in the License Agreement or any new address provided in accordance with this Article 15.

15.2 If the General Terms and Conditions or the License Agreement provide for a specific mode of communication or a particular fax number, postal address, or email address, this must be used.

15.3 Emails or registered letters will be considered received on the date they are received by the other party, or if the registered letter is not received, on the date the delivery is rejected, unless otherwise agreed in the General Terms and Conditions or the License Agreement. Emails must be sent with a request for a read receipt.

15.4 The customer agrees that Tourisoft Sàrl will primarily communicate with them via email.

16. Severability

16.1 In the event that one or more provisions of these General Terms and Conditions are found to be unenforceable or void, the remaining provisions will remain in full force and effect. The unenforceable or void provision will be replaced by a provision that, by mutual agreement between Tourisoft and the customer, serves the same purpose as the original provision.

17. Assignment

17.1 The License Agreement may not be assigned by the customer without the written consent of Tourisoft Sàrl.

17.2 Any assignment of the License Agreement in violation of this Article 17 is void and ineffective.

18. Currency and Interest

18.1 All payments under the License Agreement or these General Terms and Conditions shall be made in euros, except for customers based in Switzerland or Liechtenstein. For these customers, payments must be made in Swiss Francs.

18.2 The prices mentioned in the License Agreement are exclusive of VAT.



18.3 The applicable interest rate in case of late payment is 5%. Interest is due for the entire period from the first due date until the payment is received by the other party. However, no interest will be due if payment is made within a two-week grace period.

19. Changes to the General Terms and Conditions

19.1 These General Terms and Conditions may be adjusted or modified occasionally.

19.2 In case of changes, Tourisoft Sàrl will send an email to the customer announcing a new version of the General Terms and Conditions, which will be available on the website, and/or the new General Terms and Conditions will be attached to the email. If the customer does not object by email to support@hotel-spider.com within thirty days after receiving the email, the new General Terms and Conditions will become effective on the day they are sent by Tourisoft Sàrl.

19.3 If the customer objects to the changes following the procedure and within the time limits described in Article 19.2, Tourisoft Sàrl may, at its discretion, either terminate the License Agreement with a thirty-day notice period at the end of the month, or accept that the existing General Terms and Conditions apply to the License Agreement. In this case, Tourisoft Sàrl will confirm the valid version of the General Terms and Conditions and send a copy via email.

20. Governing Law and Jurisdiction

20.1 The parties will attempt to resolve any disputes arising from the interpretation or fulfillment of the License Agreement or these General Terms and Conditions amicably.

20.2 The License Agreement and these General Terms and Conditions are governed by Swiss law.

20.3 Any legal dispute related to the License Agreement or these General Terms and Conditions will be submitted to the courts of Geneva, subject to any appeal to the Federal Court in Lausanne.

20.4 This version of the General Terms and Conditions is the translation of the original document written in French. In the event of discrepancies between this translated version and the original version, the latter shall prevail.