General Terms and Conditions of MAiS d.d., Ljubljana, Slovenia for the use of the Hotelinco PMS Service, cloud-based software

1. Sphere of Application

These General Terms and Conditions govern the contractual relationship between MAiS d.d., Leskoškova cesta 10, 1000 Ljubljana, Slovenia (hereinafter referred to as "MAiS") and the client with respect to using the cloudbased software called Hotelinco PMS Service (hereinafter referred to as "hotelinco").

By subscribing to the hotelinco (activation of a hotelinco account) you agree with these General Terms and Conditions (The »Agreement«). A registered client gives consent on behalf of a company and states to be an authorized or legal representative of the company, therefore MAiS reasonably assumes that the registered client has the authority to make a buying decision as well as other decisions referring to that company. These General Terms and Conditions are binding on any kind of user and any kind of utilization of the hotelinco and are applied from the moment MAiS d.d. provides access to the hotelinco and to other resources that are owned by MAiS d.d. or its partners.

2. Object of Agreement

1) Object of the Agreement:
-purchase rights for the use of the hotelinco via web,
-storing customer data (data hosting).

2) Hotelinco is an online hotel management system specially developed for small sized accommodation units. MAiS provides the hotelinco for managing any type of small sized hotel and hotel chain via web on a SaaS (Software as a service) basis.

(3) The scope of the contractually agreed services to be provided by MAiS is based on the product description, the functional specification on the website ''hotelinco.eu'', the order form, as well as in this Agreement. MAiS may improve or amend the services at any time.

3. Duties and Obligations of MAiS

(1) During the term of this Agreement MAiS provides the client the access to the latest version of hotelinco via the Internet for a flat fee. MAiS is obliged to keep the software on its internet server and enable the client to have the access to the software via Internet with a selected user name and password.

(2) MAiS continuously develops and upgrades the Hotelinco software. The latest functional version of hotelinco is available at: www.hotelinco.net with up to date product features description and user manual.

(3) MAiS continuously monitors the performance of the hotelinco and, in accordance with the technical capabilities, immediately eliminates all software errors.

(4) The client and MAiS agree that a particular software error exists only if:

-the software does not meet all the specified functions, -the specified functions are not working, -the specified functions are giving wrong results, -the functions are stopped uncontrollably or if the functions are otherwise not performing correctly causing limited or no use of the software.

(5) Data hosting and data protection: The client shall have full access to, and control of, the data and other personal information stored in the account. MAiS processes the data and stores it on its hardware locally (hosting). All client data is additionaly protected with iStor DataVault backup solutions, meaning client data is protected in iStor Data Bank in Switzerland and with Swiss law. MAiS provides the client with access to this data via a secure web interface. All user-specific data of the client that is stored in its account will be deleted no later than thirty (30) days after the termination of the Agreement.

(6) The client is entitled to his data, especially after the termination of the Agreement. The client's right to access or use the data from hotelinco is conditioned by the full payment of the access fee to MAiS d.d, however MAiS has the obligation to keep client's data for thirty (30) days after the termination of the Agreement and send the client his data, if the client requests so within that time. MAiS provides a file with client's data within thirty (30) days from the termination of this Agreement, if the client requests it within the agreed period of time and within thirty (30) days from client's request during the term of this Agreement.

(7) MAiS adheres to the best practices and security procedures to prevent data loss, including a back-up system. Unless MAiS has the prior written consent of the client or unless required to do so by law, MAiS will prevent access to client's data to any unauthorized third parties.

4. Availability and Use

(1) Hotelinco is generally available for the client 24 hours a day. Access to the hotelinco may be interrupted or restricted in the event of force majeure and during required maintenance, or in the course of eliminating faults.

(2) Any adjustments, changes and additions to contractual services in the cloud (SaaS) or activities that serve to detect and correct errors will result in the momentarily suspension or access violation only if it is absolutely necessary for technical reasons. The provider will inform the client of such maintenance in the shortest time possible.

(3) MAiS grants the non-exclusive, non-transferable right to the client to use the hotelinco via web for the contractually agreed period. The right to use the software developed, licensed or delivered by MAiS solely pertains to use by the client for its own internal purposes within the scope of contractually agreed services as well as in accordance with paid subscription/ leased rights to use hotelinco. Any delivered templates or configurations do not form part of this Agreement.

The client may load the software into RAM of the computer but is not allowed to install (even if only temporarily) or storage the software on storage media, such as hard disks or similar, that are part of the hardware used by the client.

No other rights of use or any other rights to the software are granted to the client except in urgent cases under the copyright law and the industrial property rights. Any other rights to the programs and documentations, including copies and subsequent modifications, shall remain with MAiS. This provision applies also to those parts of software that MAiS customizes to specific client needs or programs according to client requirements either against payment of a fee or free of charge.

(4) The client has no right to make hotelinco available to third parties, either for payment or free of charge. The client agrees that all contracts and agreements with third parties will clearly exclude the free use of the software.

5. Duties and obligations of the Client

(1) The client and its employees are granted the non-exclusive right to access the hotelinco via the Internet. This right is limited to the term of this Agreement. No other rights are granted to the client.

(2) By subscribing to the hotelinco the registered client states to be an authorized or legal representative of a company or organisation. The client agrees that solely she alone or an authorized person will act in company's name and with her ID/password. MAiS will therefore assume that the registered client has the right to use and access the user-data in hotelinco.

(3) The client shall log into the hotelinco with a »username« and »password« created while registering the account. The client is obliged to keep its »user name« and »password« as confidential and must not disclose it to any third party.

(4) The client is aware of the hardware and software requirements to be met for using the hotelinco. It is the client's own responsibility to provide the infrastructure required for the hotelinco, including but not limited to an Internet connection to a web-enabled computer that represents the applicable standard and state of the art.

(5) The client shall be solely responsible for each and every use of the hotelinco, and undertakes to comply with any applicable domestic and foreign legislation at any time, including but not limited to any and all laws and regulations pertaining to criminal law, data protection and privacy, telecommunications and copyright/intellectual property law. The client shall be solely responsible for the accuracy of the entered and maintained user data in hotelinco.

(6) The client is under the obligation to prevent unauthorized access to hotelinco by any third parties. If necessary, the client shall advise to its employees how to act in accordance with copyright law and copyright protection law. The client shall also assure that its employees are not copying hotelinco or any other documents, such as user manuals. The client shall commit its employees to act in accordance with clause 9 of this Agreement.

(7) The client is obliged to verify its data and information entered in hotelinco and to protect the data against viruses or other harmful components with a prior use of appropriate anti-virus software.

(8) The client is under the obligation to check and verify the contractual conformity of the services and ancillary services provided by MAiS within a period of four calendar weeks after such services have been provided. Any complaints or objections must be submitted to MAiS in writing. The hotelinco service shall be deemed to have been provided in compliance with the agreement if the client fails to submit a formally correct notification of any error or deficiency in a timely fashion.

(9) The client gives permission to MAiS to use its name and logo for reference purposes, in particular for websites, client lists, press releases, and referrals. The client will communicate to MAiS any existing requirements or specifications with respect to using its name and logo.

6. Payment Terms

(1) The client agrees to pay MAiS a fixed contractual sign up fee for the registration of its hotel property in the hotelinco.

(2) The client agrees to pay MAiS a fixed access fee for the use of the Hotelinco based on the chosen subscription among those presented on the website www.hotelinco.eu. Unless otherwise agreed in writing, MAiS will invoice the client based on the chosen subscription. An invoice for the subscription will include the access fee for the upcoming utilization period and will be issued with a two-week payment term. The annual or monthly invoicing will be done throughout the present Agreement, until its termination, in accordance with this Agreement. All prices are net of VAT or any other statutory taxes and levies.

(3) If the client is delayed in making payments or is not paying the invoices despite a prior request to do so, MAiS may suspend the account and/or terminate access to the hotelinco. In case of late payments MAiS has the right to charge the client late fees.

(4) Client is responsible, besides the agreed fees, to pay all taxes foreseen by the laws in force in its country.

(5) MAiS reserves the right to modify its pricing structure and payment conditions from time to time at its sole discretion, provided that no less than thirty (30) days notice shall be given to the Client regarding any changes or modifications.

7. Technical support and user assistance

(1) MAiS will answer to client's questions and requests about hotelinco and other services in the cloud (depending on the subscription) received by e-mail or phone in a timely manner. Depending on the severity and scope of the support request, MAiS will respond within the specified timeframe, as follows:

- two hours in the case of issues with severe financial implications or with a severe impact on guest services; - one working day in the case of any other, less severe issues; - three working days in the case of any questions or requests with respect to the using of hotelinco, formatting, reporting tools, changes to the configuration or any other questions that are usually explained in training courses or workshops, as well as questions answered in the on-line or off-line documentation. If an error cannot be resolved within twelve (12) hours, MAiS is obliged to notice the client in writing within twenty-four (24) hours about the reasons for the error with the estimation of the necessary resolving time.

(2) Technical support and user assistance as well as software maintenance is generally available during regular working hours, from Monday to Friday, from 9 am to 5 pm.

(3) In the event of any misuse or abuse of the technical support by the client by submitting an exceedingly large number of frivolous support requests to MAiS, MAiS reserves the right to no longer respond to any further support requests submitted by the client or its employees. In such a case, MAiS will propose to the client or its employees to attend additional training courses or workshops. More specifically, MAiS may recommend, for the purpose of responding to the support request, that Professional Services should be provided, which may incur in additional costs.

8. Liability

(1) MAiS provides a functional and operational performance of hotelinco (as a service in the cloud) at all times. As far as reasonably possible, any faults or disruptions are eliminated as quickly as possible after notification by the client. Temporary interruptions of the hotelinco within the timeframe specified in clause 6 (1) do not give rise to any right of the client to withdraw from the Agreement or claim damages.

(2) MAiS is not liable for any direct or indirect damage that may be caused with the use of the Hotelinco application. If MAiS fails to provide a service, or provides a service incorrectly, because the client submitted the required information incompletely, too late or with deficiencies, MAiS shall be entitled to payment of the full fee.

(3) No liability may be accepted by MAiS, their legal representative or agent directly, except in cases of gross negligence or willful breach of contract, all of which has to be proven without a reason of doubt. The amount of any liability is limited to last 12 payed monthly fees.

If you are not satisfied with the Hotelinco service, your sole and exclusive remedy is to ask for termination of your Hotelinco account.

MAiS is not responsible for any disruption, which may be attributed to internet malfunctions, network delays, power outage, malfunction of your computer, Laptop, phone or tablet, malfunction or fall of mobile providers systems or internet service providers.

(4) The client shall be liable for any damage or obligations arising from the unauthorized third parties getting access to hotelinco by using its user ID and password, as long as such use can be attributed to the client. Based on a received client's message of a lost or stolen user ID and password, MAiS shall reset the setting codes.

(5) The client agrees and holds MAiS harmless against any costs or expenses incurred by defending against any attacks from third parties regarding user data, including relevant regulatory authorities. The client is bound to pay compensation and reimburse MAiS for the costs that might incur due to client's non-compliance with representations and warranties given in or under this Agreement.

(6) MAiS shall arrest client's user data and account, if there is a reasonable suspicion that the stored data are illegal and/ or in violation of the third party rights. Reasonable suspicion of illegal activity or law violation exists, particularly, if the courts, government agencies and/ or other relevant regulatory authority inform MAiS about it. MAiS shall immediately inform the client about the block. MAiS is obliged to withdraw the block as soon as the reasons for it are repealed.

(7) MAiS shall not be liable for the information transmitted through hotelinco, neither with respect to its completeness, accuracy or currency nor with regard to this information being free from third-party rights, or whether its sender acts illegally or unlawfully by transmitting this information.

(8) MAIS adheres to the best practices and security procedures to prevent data loss, including a back-up system; however MAiS offers no guarantee against data lost. MAiS excludes the liability for any data loss, regardless of the cause.

9. Use of external services

MAIS functions only as an intermediary between the customer and the third party service provider. MAiS reserves the right at all times to either permanently or temporarily change, interrupt or discontinue all such or individual such services with or without notice to the user.

MAiS disclaims all liability and warranty for the functionality of the external third party services; such as, online reservation systems or their interfaces.

10. Term and Termination of Agreement

(1) The Agreement between the client and MAiS is entered into for an indefinite period of time, subject to the minimum contractual term of twelve (12) months, during which the parties waive their right to terminate the agreement. Either party may terminate the Agreement at the end of each month without having to specify any cause or reason for such termination, giving one month's notice and complying with the agreed minimum contractual term.

(2) The client may withdraw from the Agreement within seven (7) working days from the registration of the account without prior notice and payment of the access fee. Saturday and Sunday are not included in working days. Only a written notice of termination of the Agreement within agreed period shall be valid. The client's right to withdraw from the Agreement does not apply if the client has started to use hotelinco within this period of time and if the client refuses to pay the sign up /start-up fee.

(3) MAiS has the right to immediately suspend the client's account and terminate the Agreement in the following cases:
 - If the client has declared bankruptcy; -if the client is in delay payment under this contract for more than one month despite a prior request to do so; -if the client commits gross negligence or intentionally violates the provisions of the data protection laws, acts contrary to the data law protection or criminal law; - If the client is prosecuted by the criminal court, or has made an administrative offense, or intentionally violates the data law protection of third parties; -If the client intentionally violates the law, copyrights, trademarks or third-party rights; -if the client uses hotelinco for encouraging illegal or unethical acts.

(4) All accounts of the client and its employees will be blocked upon termination of the Agreement. MAiS will delete user data within thirty (30) days after the termination of the Agreement but will provide the client's data in accordance with 3.6. of this Agreement.

11. Privacy, confidentiality and data safety

(1) In accordance with the Data Protection Law the client is responsible to attain all the necessary permissions for herself and her employees in order to use software in the cloud (SaaS).

(2) Each party shall preserve the confidentiality of all confidential Information of the other party obtained in connection with this Agreement. Neither party shall, without the prior written consent of the other, disclose or make any confidential information available to any person, or use the same for its own benefit, other than as contemplated by this Agreement.

(3) Each party's obligations under this clause will survive termination of this Agreement.

(4) The provisions of sections 10.2. and 10.3 shall not apply to any information which: - is or becomes public knowledge other than by a breach of this clause; - is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; - is in the possession of the receiving party without restriction regarding to disclosure before the date of receipt from the disclosing party; or - Is independently developed without access to the confidential Information.

(5) MAIS maintains privacy policy that establishes the obligations of the parties regarding personal data, observing the rules of the Information Commissioner of the Republic of Slovenia and other European data protection authorities.

(6) In accordance with EU Directive 95/46/EC and Slovenian Personal Data Protection Act (ZVOP-1) MAiS reserves the right to adopt the highest level of data protection whilst using the iStore DataVault backup system, for local data storage on MAiS servers or for data transfer to a secure database (iStor DataVault).

12. Force Majeure

Neither party shall be liable for any default in performing its obligations under this Agreement if such default is due to any act of God, strike, war or war-like situation, riot, civil commotion, act of government, embargo, fire, flood, accident or any other event beyond its reasonable control. Should any of the parties be unable to fulfil its contractual duties, it shall be under the obligation to immediately inform the respective other party thereof. If this inability to fulfil its contractual duties continues for a period of more than sixty (60) days, the respective other party may terminate the Agreement in writing, giving a ten days' notice.

13. Additions

Beside this Agreement, there are no other oral (verbal) or written contracts. Any written or oral agreement prior to signing this Agreement which is in conflict with this Agreement shall lose force. All amendments and supplements to this Agreement must be in writing. If the client disagrees with the amendments or modifications, it may terminate the Agreement within (30) days after notification of the amendment. In all other cases, the amendments or changes apply from the time of their announcement. The client will be notified of any amendments to this Agreement via website, or by regular post, fax or e-mail (to the address/number specified in registration form).

14. Communication

Under this Agreement any notification, for either party, must be submitted in writing to be considered accepted. Any notification shall be valid as specified in this Agreement, if not required otherwise by law, if they are sent in writing either to the company's address, fax or e-mail address specified in the registration form. Both contractual parties shall notify each other of any change of address, otherwise the returned messages from the last officially valid address will count as accepted by the other party.

15. Severability

Should one or more provisions of this Agreement, or of these terms and conditions, be or become invalid or impractical, the validity of the remaining provisions shall not be affected as a result. The parties agree to amend the obsolete provisions of the Agreement in such a way that the purpose intended by the invalid or impractical provision of this Agreement is fulfilled as far as reasonably possible. The same applies to present legal void of this Agreement.

16. Place of jurisdiction and choice of law

Both parties shall try to manage their disputes amicably. The Laws of the Republic of Slovenia will govern this Agreement. The court in Ljubljana, Slovenia, shall be the only courts having jurisdiction for all disputes arising from, or in connection with this Agreement.

17. Final provisions

Rights of Third Parties: A physical person or legal entity who is not a party to this Agreement Terms has no right to benefit under or to enforce any term of this Agreement.

Any assignment or transfer of contractual rights and duties to third parties by the client shall require express written consent of MAiS.

MAiS may amend this Agreement and hotelinco specification published on hotelinco.eu at any time. All amendments are the integral part of the Agreement.