

## **IX-world Interactive Hotel & Destination Guide**

IXeo Interactive Travel SA

### **General terms and conditions for IX-world members**

Effective as of February 1, 2008

#### **1. Scope**

1.1 IXeo Interactive Travel SA, Küsnacht-Zurich, Switzerland ("IXeo" or "we") operates an online guide and interactive tourism system (the "IXeo System") providing real-time links between global travel and tourism suppliers to travel distributors (the "IXeo Distributors") through advanced communication technology.

1.2 These general terms and conditions govern the relationship between IXeo and all suppliers of travel products to the IXeo System, such as hotels, ground agents and other tourism suppliers ("you"). They complement any specific agreements between you and us (such as any terms agreed in any separate document signed by you), which specific agreements supersede in the event of a discrepancy.

1.3 If you are a member of the IX-world a direct link to your hotel's website will be featured after receipt of the payment of the € 100.- annual membership fee.

#### **2. Services of IXeo**

2.1 IXeo agrees to grant to you the right to distribute your travel products through the IXeo System, provided that you will comply with the obligations set forth herein.

2.2 Should you fail to comply with any of your obligations under these terms and conditions or should you be in breach of any other agreement with us, we may terminate your right to use the IXeo System at any time by giving written notice with immediate effect to you.

2.3 We explicitly reserve the right to cancel products or services offered by you or other suppliers through the IXeo System at any time at our discretion (in particular in the event of repeated customer complaints, quality, safety or security issues). We will notify you of any such cancellation but will not be liable to you for any such cancellation.

2.4 We explicitly reserve the right to meet any of our obligations through the use of one or more of our affiliates or any third party providers.

2.5. Room bookings made direct to hotels through IX-world membership remains the liability of the hotel.

### **3. Obligations of Supplier**

3.1 The Hotel System must at least (i) provide users of the IXeo System real time information and access to the products and services offered by you (the "Supplier Product"), (ii) permit the users of the IXeo System to create, store, modify, search and cancel any bookings and (iii) generate and transmit to the IXeo System appropriate transaction records and confirmations. You agree to provide through the IXeo System complete and accurate information concerning the Supplier Product truly reflecting the experience of the Supplier Product.

3.2 You agree to provide the IXeo System prices and availability for Supplier Products at terms at least as favourable as those provided by you for bookings through any hotel system channel or third party channel. We will not sell, distribute or confirm your inventory and rates unless they are shown open in the Hotel System or conform to your allocation agreements and applicable rate policies.

3.3 You will include in your retail prices all applicable charges and sales, turnover, added value and similar taxes or specifically indicate such applicable charges and taxes.

3.4 You will manage and monitor room and rate inventory and allocations appropriate to enable us to provide our services in a manner acceptable to us and in accordance with normal business practices. You agree not to place any restrictions on allocations at open published rates for as long as inventory remains available.

3.5 You agree to conduct your business in accordance with applicable laws and regulations and with bona fide business practices of the industry. You guarantee the accuracy of your policies, prices, availability and other Supplier Product data and information as displayed on the Hotel System or transmitted to an approved central reservation system ("CRS") and you shall be solely responsible and liable for appropriate updates.

3.6 You agree to deliver Supplier Products in accordance with offered rates and descriptions to IXeo Distributors and customers booking through the IXeo System. You agree to always honour any booking placed based on a credit card guarantee through the IXeo System and to honour any IXeo vouchers for full payment. In the event of an overbooking, you shall satisfy the customer by finding and paying for acceptable alternatives at comparable facilities.

3.7 You agree that we may use the trademark of the Supplier Products in our marketing and distribution system and on our promotional material (including our websites) without a fee.

#### **4. Liability**

4.1 We shall not be liable for any misrepresentations by you and you shall indemnify and hold us harmless from any claims from IXeo Distributors, customers or any other third party for misrepresentations, overbooking, failure to inform, or failure to perform on your part.

4.2 We shall not be liable to you on account of (i) any delay, errors, malfunctioning or breakdown of the IXeo System or any CRS or GDS, and (ii) any overbookings resulting from system malfunction of a third party provider or caused by you or your employees, (iii) the failure of any IXeo Distributor, customer or other IXeo System user to make any payment to you. IXeo disclaims and you hereby waive all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or intended use, or any liability in negligence, tort, strict liability or otherwise with respect to the IXeo System or other services furnished. You agree that we will not be liable for any indirect, incidental, consequential or punitive damages under any circumstances.

4.3 For hotel members of IX-world IXeo is waived from all responsibilities once customer leaves the IXeo site and a booking is made direct via your website.

4.4 You shall be liable for all accidents unless customers have signed a valid waiver. You shall at all times be covered by sufficient liability insurance and you agree to provide us at any time with proof of liability insurance coverage.

#### **5. Intellectual Property**

Title and all rights of ownership in the IXeo System, the intellectual property and the software forming part thereof shall remain with IXeo or our affiliates and any software is provided to you as a non-exclusive, non-transferable license for use only as provided herein and you may not commercially exploit such software.

#### **6. Applicable Law and Arbitration**

These terms and conditions shall be governed and construed in accordance with Swiss law, without giving regard to its conflict of law provisions. A sole arbitrator appointed in accordance with the Swiss Rules of International Arbitration shall finally settle all disputes between you and us in accordance with such rules. The arbitration shall be conducted in English and the place of arbitration shall be Zurich, Switzerland.