




caesar data & software

Upgrade contract



Hotel, ZIP Code, City: _____

Internet booking engine caesar data

Direct bookability on your own homepage

<input type="checkbox"/> Internet booking engine	Monthly fee:	29,00 €	Single fee:	499,00 €
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Add-on PCI

Booking guarantee with credit card details (PCI/PSD2-conform)

<input type="checkbox"/> Booking guarantee	Monthly fee:	3,00 €	Single fee:	49,00 €
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Interface to the PMS / channel manager

Connection to your hotel software / channel manager

<input type="checkbox"/> hotline Hotelsoftware ¹	Monthly fee:	0,00 €	Single fee:	0,00 €
<input type="checkbox"/> Other systems ⁴	Monthly fee:	9,00 €	Single fee:	99,00 €

Other systems (please fill in): _____

Interface caesarconnect

Connection to meta search engines or third party systems

<input type="checkbox"/> Trivago	Monthly fee:	5,00 €	Single fee:	49,00 €
<input type="checkbox"/> LiveRate	Monthly fee:	5,00 €	Single fee:	49,00 €

Add-on channelconnect (Setup fee: 99,00 €²)

Automatic & simultaneous update of booking channels. Direct connection of external portals in 2-way system.

<input type="checkbox"/> Booking.com ³	Monthly fee:	9,00 €	Single fee:	49,00 €
<input type="checkbox"/> HRS	Monthly fee:	9,00 €	Single fee:	49,00 €
<input type="checkbox"/> Expedia ³	Monthly fee:	9,00 €	Single fee:	49,00 €

Direct online payment through a payment provider

The payment provider will then contact you regarding the conditions. You conclude a separate contract with the payment provider for a fee. No further costs arise from us.

¹ The monthly basic fee does not apply when using the hotline hotel software

² If you order the online booking system in combination with the channelconnect interface, the setup fee is not applicable (99,00 €)

³ Expedia and Booking require a PCI certificate. This must be ordered and activated.

⁴ All connectable systems can be found on our website at www.caesar-data.de/en/add-ons

The following usage agreement is concluded between caesar data & software GmbH and the hotel named on page 2:

Service description:

Subject of the contract is the use of a so-called IBE (Internet Booking Engine), i.e. an online booking software to equip the hotel's own homepage with an online booking function or the use of an interface with which one or more booking channels can be updated simultaneously with availabilities & prices.

Contract period:

The contract takes effect from the date stated below and runs for an indefinite period. It shall be extended by one year at a time, unless it is terminated at the end of each calendar year with six months' notice. Notice of termination must be given in writing.

Method of payment:

The calculation is made in advance for the respective calendar year. Payable monthly, quarterly or annually in advance.

Integration/linking:

In order to enable the integration of the booking software into the homepage, the hotel only has to set a link to its homepage (e.g. a button with the inscription 'Online Booking'). The link is made by the hotel itself or the hotel's webmaster and is not made by caesar data & software. Further changes to the hotel's homepage are not necessary. The name of the link will be communicated to the hotel with the confirmation of the registration.

Data entry and maintenance:

The entry and maintenance of data (room prices, availability etc.) is carried out online, by the hotel itself. The hotel's self-management program is available 24 hours a day. The access is password protected. User ID and password are communicated to the hotel with the confirmation of registration. The updating of prices & availability can also be done via the respective connected systems.

Reservation procedure:

The reservation is made online using the data stored by the hotel, on an SSL secured server. The customer and the hotel receive an automatic confirmation of the booking by e-mail immediately after booking. The parties to the reservation contract are the hotel and the purchaser, caesar data & software GmbH merely provides the software required for online booking.

Liability for services of the network operator:

caesar data & software GmbH shall be liable for poor or non-performance of the network operator's services only to the extent that its own claims against the network operator are justified. This is because caesar data & software GmbH cannot influence the services of the network operator.

Data protection:

caesar data & software GmbH undertakes to treat the data obtained from the booking system confidentially in accordance with the German Federal Data Protection Act and not to make it available to third parties for advertising purposes or the like or to sell it.

Upgrade contract

Your info

Hotel	
Street	
ZIP, City	
Country	
Contact person	
Phone number	
Email address	
Website	

Billing address

Company	
Street	
ZIP, City	
Country	
Contact person	
VAT ID No.	

I hereby accept the attached terms and conditions.
I confirm that I am authorized to sign for the above mentioned company.

Please enter your e-mail address here if you wish to receive the caesar data newsletter	
City, date	Stamp & signature of the customer

Please send us the complete document by fax to **+49 (0)8321/6749-38** or
the scanned file by e-mail to vertrieb@softtec.de

General terms and conditions

(As of September 2012)

1. General

All our - also future - deliveries and services are based on these general terms and conditions. Deviations and additions, in particular contradictory terms and conditions of the buyer, are considered contradicted and excluded, unless we have agreed to them in writing.

2. Delivery time

Delivery dates and periods are not binding for us unless they have been confirmed by us in writing as binding in individual cases. Except in the latter case, exceeding them does not entitle the buyer to any claims. In the event of force majeure, we are entitled to postpone our services for the duration of the prevention and a subsequent start-up period or, if it makes it impossible or considerably more difficult for us to perform, to withdraw from the contract in whole or in part. Force majeure includes in particular unforeseeable operational disruptions, shortages of raw materials and all failures and/or delays in our own supplies that were unforeseeable for us at the time the contract was concluded with the buyer. As soon as the effects of such an event are known to us, we shall notify the Buyer thereof and declare whether we are able to withdraw from the contract or within what period we can probably deliver. If this period is unreasonably long, the buyer may withdraw from the contract. Other claims of the buyer are excluded in all cases. We reserve the right to make deliveries and services to the buyer only when all our due claims from previous deliveries and services have been settled. In the event of default of acceptance by the purchaser, we shall also be entitled to dispose otherwise of the goods purchased by the purchaser and to deliver similar goods on the agreed terms within a reasonable period to be determined by us.

3. Transfer of risk

The risk shall pass to the buyer as soon as we have delivered the item to the forwarding agent, carrier or other person or institution designated to carry out the shipment. In the event of any return shipments by the buyer to us, the buyer shall bear the risk until the goods are handed over at our business premises. Any returns by the buyer must be made carriage paid in any case.

4. Price

Our prices do not include the costs for shipping and transport insurance and do not include the statutory value added tax.

5. Payment

Unless otherwise agreed, our invoices are due for payment without any deductions within 10 days of the invoice date. Our invoices for repair services are, in deviation from the above, due immediately upon receipt without deduction. Payments must be made to one of the accounts specified in our invoices. Cheques are only accepted on account of performance, whereby payment is only deemed to be in accordance with the contract if the amount of the cheque is credited to our account without reservation before expiry of the relevant payment period.

If the relevant payment deadline is exceeded, we are entitled, without prejudice to further claims, to demand interest on arrears at a rate of 5% above the respective discount rate of the Deutsche Bundesbank without the need for a reminder. If partial payments have been agreed, the entire outstanding balance shall become due immediately if the purchaser is in arrears with 1 instalment for more than 1 week. The buyer is only entitled to a right of set-off or retention if his counterclaim is undisputed or legally binding.

6. Retention of title

We reserve title to all goods until all claims arising from the business relationship - including future claims - have been paid in full. If goods delivered by us which are subject to our reservation of title are combined or mixed with goods which do not belong to us, we shall become co-owners of the new item in the ratio of our goods to the goods which do not belong to us. The new object created shall be deemed our reserved goods.

7. General exclusion of liability

Unless otherwise stipulated in the above terms and conditions, any liability on our part, in particular from culpa in contrahendo, non-fulfilment or poor fulfilment, including liability for consequential or indirect damage, is excluded, except in cases of intent or gross negligence on the part of our legal representatives or executive staff.

8. Warranty

In the event of timely and justified notices of defects, we shall be obliged, at our discretion, to rectify the defects or to deliver a defect-free replacement. In any case, the prerequisite is that the purchased goods have been operated in accordance with our respective product specifications and maintained in accordance with our guidelines. With regard to software, we do not warrant that it will operate without interruption or error and that the functions contained in the software will be performed in all combinations selected by the purchaser and will meet the purchaser's requirements. In the case of software errors which affect the contractual use to a not only insignificant extent, we will eliminate the error - insofar as we are in a position to eliminate it - depending on its significance by installing another software version or by providing instructions for eliminating or avoiding the effects of the error. The buyer shall grant us the time and opportunity necessary to eliminate any defects at our reasonable discretion. On the other hand, we are released from any warranty obligation. The latter shall also apply in the event that the buyer or a third party interferes in any way, in particular makes changes or repairs to the goods delivered by us or the goods are otherwise improperly handled. In the event that a defect for which we are responsible is not remedied by rectification and/or replacement delivery, the purchaser may demand a reduction in the purchase price and, if no agreement is reached on the reduction, withdraw from the contract. Any further claims are excluded.

9. Miscellaneous

Exclusive place of jurisdiction is Sonthofen, unless another place of jurisdiction is prescribed by law. This also applies to lawsuits concerning bills of exchange and cheques and in general to the process of documentary evidence. The purchase contract as well as other legal relations between the purchaser and us shall be governed by the laws of the Federal Republic of Germany, excluding the Uniform Laws on the International Sale of Goods.

Should one or more provisions of the contract, including these General Terms and Conditions, be invalid, the validity of the remaining provisions shall not be affected. In such a case, the parties shall replace ineffective provisions by such effective provisions which come as close as possible to the economic purpose of the ineffective provisions. The same procedure shall apply in the event of any contractual loophole.