

Terms and Conditions

These Terms and Conditions apply to all proposals, offers, agreements and services provided by Redforts Software S.L. and form an integral part of all Agreements between Redforts Software S.L. and Customers.

Deviations from these Terms and Conditions is possible only by means of Written confirmation by Redforts Software S.L., hereafter referred to as **Redforts**.

These Terms and Conditions were last amended on 7 May 2018.

1. Definitions

Capitalised terms in this Agreement, both singular and plural, are considered to have the meaning as described in this article.

Accounts: user names, passwords and, if applicable, two factor authentication methods to access any restricted portion of the Service.

Additional Work: work or other Services performed by Redforts, that go beyond the content or scope of the agreed work and/or Services as described in the Agreement, or amendments thereof (including changed functional specifications).

Agreement: any agreement between Redforts and Customer, consisting of the Offer, the Terms and Conditions in this document and any attachments.

Customer: a legal or governmental entity that concludes an Agreement with Redforts in order to use the Services.

Customer Data: all data, works and materials; uploaded to or stored on the Services by the Customer; transmitted by the Services at the instigation of the Customer; supplied by the Customer to Redforts for uploading to, transmission by or storage on the Services; or generated by the Services as a result of the use of the Services by the Customer.

Intellectual Property Rights: all intellectual property rights wherever in the world, whether registrable or not registrable, registered or unregistered, including any application or right of application for such rights (including copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

Main Account: a main Account through which the Customer obtains access to the SaaS and can create more Accounts for employees of Customer's company.

Maintenance: maintenance carried out by Redforts to safeguard that the Services work in accordance with the Agreement.

Offer: the offer regarding the Services made by Redforts to the Customer via email or other means.

Office Hours: 10:00 – 19:00 Central European Time on business days.

Redforts: the company Redforts Software S.L., located at the Calle de Morata 9 in Chinchón (Madrid), Spain, registered with the Central Mercantile Register in Madrid, with VAT-number ES-B85946390.

SaaS: Software as a service, as provided by Redforts to the Customer as an online portal: "Oscar Hotel Software".

Service(s): any services that Redforts provides to the Customer as specified in the Agreement, which can include, but are not limited to:

- SaaS, which includes the trial period;
- other services as described in the Offer from Redforts.

Support: all the actions performed by Redforts in order to support the communication between parties and the performances of the Services, as described in article 7.

Terms and Conditions: this document.

User: the user who obtains access to the SaaS and uses the functionalities of the SaaS under the responsibility of the Customer (such as an employee).

Website: the web domain redforts.com and all of its subdomains.

Written/in Writing: any communication on paper, as well as email communication, provided that the identity of the sender and the integrity of the message are sufficiently certain.

2. Order of documents

2.1. In the event of a conflict between the provisions in the documents below, the following order of precedence applies:

- 1) the Offer;
- 2) the data processing agreement;
- 3) any appendices with the Agreement;
- 4) these Terms and Conditions.

3. Offers and conclusion of the Agreement

3.1. Via the Website of Redforts, Customer can sign up for a free trial subscription. The Customer fills in the subscription form, and submits the form. The Customer then automatically receives a confirmation mail, containing a link to the confirmation page. When the Customer clicks the link, the confirmation page appears. The page will show the Customer's personal data, and a button to accept the Offer. Subsequently, Redforts creates an Account and once the Account has been activated, the Customer receives a welcome email with the contract attached. The acceptance of the offer is logged with a time and date stamp and IP address. This log can be viewed by the Customer within the application.

4. Trial period

- 4.1. It is possible that Redforts provides the SaaS for free to Customer for a trial period of one (1) month.
- 4.2. The provisions of this Terms and Conditions shall apply during the period referred to in article 4.1, unless specified otherwise in the Offer.
- 4.3. After the end of the trial period referred to in article 4.1, the Customer has the option to continue to use the SaaS for remuneration. The Agreement will not be automatically renewed.

5. Execution of the Agreement

5.1. To the extent it has not been otherwise agreed in Writing, Redforts will perform the Services to the best of its ability with due care and professional competence. Provision of the Service(s) by Redforts is on a best endeavours basis only and is not based on the achievement of results.

5.2. Redforts will endeavour to deliver the Services as quickly as possible following the conclusion of the Agreement. The delivery dates specified by Redforts will always be an indication only, unless it is expressly stated in Writing that the date is a final delivery date. Redforts will only be considered to be in default, also with respect to an agreed final delivery date, after the Customer has declared Redforts to be in default in Writing, giving Redforts a reasonable period to deliver the Services and Redforts still fails to do so.

5.3. If and where required for the proper performance of the Service, Redforts has the right to have certain activities performed by third parties. Any additional costs in this regard will only be passed on with the Written agreement of the Customer. These Terms and Conditions will also be applicable to the services performed by these third parties within the context of the Agreement.

6. Obligations of the Customer

6.1. The Customer is obliged to do everything that is reasonably required and desired to ensure that the Service is performed correctly in a timely manner. In particular, the Customer will ensure that all data and facilities which Redforts indicates are necessary, or which the Customer should reasonably understand are required for the performance of the Service, are provided to Redforts in good time.

6.2. If the Customer knows or should reasonably know that Redforts will have to take certain (additional) measures to fulfil its obligations, the Customer will inform Redforts as soon as possible.

6.3. The Customer shall give Redforts access to all locations, services and Accounts under its control that Redforts reasonably needs to provide the Services.

7. Support

7.1. Redforts will endeavour to deliver Support that is simple and handled quickly with the performance of the Services. Customer can email or call Redforts in this context. Support is on a best effort basis, unless specified otherwise in the Offer.

7.2. In addition to the Support referred to in article 7.1, Redforts can perform certain other services for Customer. At Customer's request, Redforts will make an Offer for the concerning services.

7.3. If possible, Redforts will inform Customer in Writing beforehand of the financial consequences of the services.

8. Additional Work

8.1. In the event of Redforts performing work or other services on the request or with the prior approval of the Customer that go beyond the content or scope of the agreed work and/or services, the Customer will pay for such work or services on the basis of subsequent costing. Under no circumstances is Redforts obliged to comply with such a request and can require that a separate Written agreement be entered into for that purpose.

8.2. Redforts shall inform Customer in a timely manner of the financial consequences of the Additional Work or services as referred to in this article. If Customer does not agree with the financial consequences, he has the right to cancel that part of the Additional Work that has not yet been performed by Redforts, without the right for restitution or remission of the costs of already performed Additional Work.

9. Intellectual Property

9.1. All Intellectual Property Rights to all works developed or made available for the purpose of the Service, including software, as well as any and all information and images, are vested exclusively with Redforts or its licensors. None of these items may be copied or used without the prior Written permission of Redforts except and to the extent permitted by mandatory law.

9.2. The Customer solely acquires the rights of use and powers arising under the Agreement or those assigned in Writing, and in all other respects the Customer will not reproduce or publish the materials or use it in any way that will cause an infringement on the rights of Redforts or its licensors. Nothing in the Agreement is meant to transfer any Intellectual Property Rights to Customer.

9.3. Upon the conclusion of the Agreement, Redforts grants to Customer a non-exclusive and non-transferable license to use the Service for the duration of, and in compliance with, the Agreement.

9.4. Redforts reserves the right not to grant Customer a license as referred to in article 9.3 or retract the license if Customer is in default with its obligations under the Agreement.

9.5. In the event that, in order to provide its Service, Redforts makes use of (open source) third-party licenses that also contain terms and conditions that are applicable to the Customer, Redforts will disclose these terms and conditions to the Customer. The Customer is responsible for ensuring proper compliance with the relevant third-party licences when using the software.

9.6. Information, including Customer Data, which the Customer stores or processes using the Service is and remains Customer's property. Redforts receives a limited license to use this information for the purpose of providing the Service and fulfilling its obligations under the Agreement.

9.7. In the event that the Customer sends feedback about the Service or suggestions for improvement to Redforts, Redforts receives an unlimited and perpetual license to use this information for the Service. This license is not applicable to information that the Customer explicitly marks as confidential.

10. Use of the Service

10.1. The SaaS will be provided to the Customer as an online software service upon the date that the Agreement has come into effect ('commencing date') or on the date and time that has been agreed upon in Writing. Redforts will notify Customer when the SaaS will be made available to Customer. Customer will decide on the means and specific goals of the way in which Customer uses the SaaS.

10.2. Redforts will provide access to an Account as soon as possible after the commencing date. The Account will be accessible through the use of the login information as created by the Customer. The Customer must secure access to the Accounts by protecting the login information against unauthorized (third-party) access.

10.3. In particular the Customer and all Users that are added must keep the login information strictly confidential. Redforts may assume that all actions undertaken from Customer's Account after logging in with the username and password is authorized and supervised by the Customer. This means that the Customer is liable for these actions.

10.4. In the event of suspected misuse of the Account, the Customer should inform Redforts immediately and change his (login) information, but at least within 24 hours after the suspected misuse has become known to the Customer.

10.5. By using the SaaS personal data is being processed. With regard to the processing of personal data the provisions apply as stated in article 19 of these Terms and Conditions.

11. Terms of use

11.1. The Customer is prohibited to violate any law and legislation applicable to the Customer or Redforts, or to violate the rights of others.

11.2. It is especially prohibited to use the Services:

- a) in a manner that violates the privacy of third parties, in any case including but not confined to distributing third-party personal data without permission or necessity, or repeatedly harassing third parties by providing them with unwanted communication;
- b) to distribute store material that is libellous, defamatory, insulting, racist, discriminatory or incites hatred;
- c) to distribute store material that contains hyperlinks, torrents or similar information of which the Customer is aware or should be aware that it refers to material that infringes third-party rights like copyrights, portrait rights or neighbouring rights, or;
- d) to distribute store material that contains malicious content, such as viruses or spyware;
- e) in a manner that causes a nuisance or hindrance for other Users. This includes (among others) the use of personal scripts or programs for up- or downloading large amounts of data or excessively often accessing the Service.

11.3. Should Redforts have a reasonable suspicion or come to realise that Customer contravenes these Terms and Conditions, or is informed by a third party of this, Redforts will give Customer a formal warning. In the event this does not lead to an acceptable solution, Redforts is entitled, in its sole discretion, to take all measures it deems necessary. In urgent and immediate cases, Redforts is entitled to take action without prior warning and/or to immediately terminate the Agreement.

11.4. If, in Redforts opinion, the operation of the computer systems or Redforts network or third-party networks and/or service provision via a network is at risk, in particular as a result of sending excessive amounts of email or other data, inadequate security systems or virus activities, Trojan horses and similar software, Redforts has the right to take all reasonable measures it deems necessary to avert or prevent such risk. All costs arising from the measures taken by Redforts in this regard, are for the expense of the Customer.

11.5. Redforts is entitled to report any noticed criminal offences. Redforts is also entitled to provide the name, IP address and other personal data of the Customer to a claimant who claims that Customer has infringed their rights or contravenes this Agreement, if the accuracy of the claim is reasonably plausible, there is no other less far-reaching option that can be considered in order to retrieve the data and the third party has a concrete interest in obtaining the data.

11.6. Redforts can recover any damages as a result of acting in contravention of the Agreement by Customer. Customer shall indemnify and hold harmless Redforts for and against all claims, damages or losses resulting from Customer's breach of its warranties above.

12. License

12.1. Redforts grants to Customer a license for the use of the SaaS, for the duration and under the conditions specified in the Agreement.

12.2. Customer can use the SaaS under the license for the company or institution of Customer, for a maximum of ten Users. Redforts is entitled to further restrict the maximum number of Users of the SaaS.

12.3. Customer is expressly not allowed to sell, rent, transfer, grant or make available any rights in connection to the SaaS to third parties. Customer is, however, allowed to make the SaaS available to Users, in the context of the use of the SaaS. Customer shall receive a Main Account for this. With the Main Account, Customer can log into the SaaS and create further Accounts for employees. It is forbidden for Customer to create Accounts for non-employees, with the exception of persons seconded to Customer.

12.4. Customer shall, at a minimum, impose the same conditions, as specified in the Agreement, to the Users, in the context of the use of the SaaS.

13. Software and updates

13.1. Redforts shall endeavour to, from time to time, release updates which recover mistakes in the software and/or add new functionality.

14. Availability and maintenance

14.1. Redforts shall make its Services available on a best efforts basis, but does not give any guarantees as to its availability, unless agreed otherwise In Writing in a service level agreement.

14.2. Redforts will make daily backups of data stored by Customer on Redforts systems. The retention period of these backups is 30 days. These backups can be destroyed at any time after termination of the Agreement.

14.3. Redforts is entitled to (partially) disable the use of the Services for a limited period of time, for Maintenance (planned and unplanned), alteration or improvement. Redforts shall endeavour to carry out such activities outside Office Hours as much as possible. Redforts is not liable for any damage caused by such unavailability of the Services.

14.4. Redforts is entitled to make changes to its systems, including the Services, or parts of it, from time to time, in order to improve its functionality and to restore any mistakes. If a change leads to a significant change in functionality, Redforts shall endeavour to notify the Customer thereof. In the case of alterations which are relevant for multiple Customers, it is not possible for Redforts to cancel a certain change for Customer. Redforts is not liable for any damage caused by such changes.

14.5. Redforts shall endeavour, in case of non-availability of the Services, because of malfunctioning, Maintenance or other causes, to inform Customer about the nature and expected duration of the non-availability.

15. Configuration

15.1. If this is part of the Agreement, Redforts will configure the Services conform the wishes of the Customer. The Parties shall specify In Writing which configuration settings and changes to this will be made, and what the costs of this will be for Customer.

16. Procedure after termination

16.1. After termination of the Agreement, all data stored for Customer will be held available until a week after termination; Customer can download the data himself and, as the case may be, transfer them to a new service provider. After this term, all data stored for Customer will be deleted, whether Customer has downloaded the data or not, unless agreed otherwise In Writing.

17. Pricing

17.1. Customer shall pay Redforts the agreed upon price as stated in the Offer.

17.2. Unless expressly specified otherwise, all prices mentioned by Redforts are exclusive of VAT and other charges imposed by governments.

17.3. Redforts is entitled to adjust the prices each year, with a maximum increase of five (5) percent. In case a supplier of Redforts, however, increases its prices in the meantime, Redforts is entitled to increase the prices agreed upon between Customer and Redforts on a pro rata basis.

18. Conditions of payment

18.1. Redforts can send upfront an invoice for amounts to be paid by Customer. If necessary, Customer shall, in this regard, authorise Redforts for a direct debit on Customer's bank account.

18.2. Redforts can send electronic invoices to the email address of Customer known to Redforts. Customer agrees with this method of invoicing.

18.3. The invoice will be sent to Customer after payment has been carried out by Customer and received by Redforts.

18.4. When payment has not been received within the specified time frame, Redforts shall give Customer the possibility to pay the amount within fourteen (14) days. If Customer again has not fully paid after this period, Customer is automatically in default without a notice of default being required.

18.5. In case of non-fulfilment by Customer of any of its obligations under the Agreement, Redforts is, without a notice of default, entitled to suspend the provision of the Services, without prejudice to other statutory rights of Redforts. If possible, Redforts shall suspend the Services in phases. The Services will then first be suspended partially, for example by restricting access to the Services. If Customer subsequently does not restore its failure within a reasonable period of time, Redforts will fully suspend the Services.

18.6. The right to suspend the Services is applicable at the same time to all Agreements concluded with Customer, even if Customer is only in default with regard to one Agreement. If Redforts suspends the fulfilment of its obligations, it retains its statutory rights and rights arising from the Agreement, including the right to payment for the Services which has been suspended.

18.7. If, on the basis of facts and circumstances, there can be reasonable doubt whether Customer can fulfil its payment obligations, Redforts has the right to require financial security in the form of a guarantee for six (6) months of Service provision.

19. Personal data and security

19.1. If, in performing Services, Redforts processes personal data, Customer assures that the processing of personal data does not infringe any rights of a third party and is not contrary to applicable privacy legislation.

19.2. Customer is itself responsible for compliance with applicable privacy legislation. If legally required, the parties will conclude a Data Processing Agreement. A Data Processing Agreement, containing additional safeguards for the processing of personal data, shall integrally form a part of the Agreement.

19.3. Regarding the applicable privacy legislation, Customer is the data controller and Redforts the data processor.

19.4. If Redforts processes personal data for Customer, Redforts shall ensure an appropriate level of security that is commensurate with the risks involved in processing the Personal Data and the nature thereof; however, only if and to the extent that the personal data is in the systems or infrastructure of Redforts.

20. Liability

20.1. The liability of Redforts for any damages as a result of an imputable failure to comply with the Agreement or otherwise, is limited to direct damages. Direct damages shall include only:

- a) damages to physical objects;
- b) reasonable and demonstrable costs the Customer had to incur to remind Redforts to properly comply (again) with the Agreement;
- c) reasonable costs incurred in determining the cause and the extent of the loss or damage, insofar as this relates to direct loss or damage as referred to here; and
- d) reasonable and demonstrable costs that Customer has incurred to limit the direct loss or damage as meant in this article.

20.2. Any liability for indirect damages by Redforts is excluded. Indirect damages are all damages that are not direct damages, and thus including but not limited to consequential damages, lost profits, missed savings; and damages caused by information or advice given by Redforts, the content of which is not explicitly part of the Agreement.

20.3. The maximum amount (of direct damages) for which Redforts can be liable, is limited per year to what Customer has paid to Redforts for the Services in the six (6) months prior to the month in which the damage occurred, to a maximum of € 1000 (one thousand euros) excluding VAT.

20.4. No limitation of liability shall exist if and to the extent the damages are a result of intentional misconduct or gross negligence on the part of Redforts or its directors.

20.5. Unless a failure by Redforts is incapable of redress, any liability shall exist only if Customer puts Redforts on notice of default, including a reasonable term for addressing the failure, and Redforts fails to comply even after this term. The notice shall contain a detailed description of the failure to ensure that Redforts has a reasonable opportunity to address the failure.

20.6. The obligations to undo performances under article 6:271 et seq. of the Dutch Civil Code, is excluded.

20.7. Customer shall indemnify and hold Redforts harmless for all claims of third parties (including clients of Customer) resulting from non-compliance with the Agreement or these Terms and Conditions by the Customer.

21. Force majeure

21.1. Neither Party is obliged to comply with an obligation if it is prevented from doing so as a result of any outside cause that is beyond its reasonable control and which was not foreseen or should have been foreseen at the time of conclusion of the Agreement (force majeure).

21.2. Such force majeure includes in particular (but without limitation):

- a) malfunctioning of public infrastructure over which Redforts cannot exercise factual control or contractual obligations;
- b) malfunctioning of infrastructure or Services of Redforts caused by computer criminality, such as (D)DoS attacks or attempts to break the network security or system security measures of Redforts;
- c) shortcomings or force majeure of suppliers of Redforts;
- d) defectiveness of goods, equipment, software or other materials, the use of which has been prescribed to Redforts by Customer;
- e) malfunctioning in outdated or defective software of third parties, which are present on Redforts systems upon request of Customer;
- f) non-availability of employees/seconded persons (because of illness or otherwise);
- g) governmental measures;
- h) transportation problems;

- i) strikes;
- j) war;
- k) terrorist attacks;
- l) domestic disturbances.

21.3. In providing its Services, Redforts can make use of applications of third parties. Redforts has no influence on the functioning and quality of these applications. Mistakes or non-functioning of these applications are force majeure as described under in article 21.2.

21.4. If a situation of force majeure exceeds thirty (30) days, each of the Parties has the right to terminate the Agreement In Writing. Performances which have been delivered under the Agreement will be invoiced on a pro rata basis, without the Parties having further obligations towards each other under the Agreement.

22. Confidentiality

22.1. The Parties shall treat information as confidential which they provide to each other before, during or after the execution of the Agreement, when this information is marked as confidential or when the receiving party knows or reasonably should expect that the information is confidential. The Parties shall impose the same obligation on their employees and third parties involved in the execution of the Agreement.

22.2. The obligation of confidentiality does not apply to information which:

- a) is confidential or becomes confidential without the receiving party violating an obligation of confidentiality;
- b) has been legitimately offered to the receiving party without a confidentiality obligation;
- c) has been marked as non-confidential by the other party in a Written document;
- d) the receiving party shares the information with a third party on the basis of a legal obligation or judicial decision; provide that the receiving party informs the supplying party about the legal obligation or judicial decision, and gives the supplying party the opportunity to appeal against the supplying of the relevant information.

22.3. The confidentiality obligation remains in place after termination of the Agreement, for whatever reason, as long as the supplying party is reasonably entitled to the confidentiality of the information.

23. Duration and termination

23.1. The duration of the Agreement shall be specified in the Agreement, unless the Agreement ends by the fulfilment of a prior set task.

23.2. If the Agreement is a continuing performance agreement, the duration will be specified in the Offer.

23.3. The Agreement may not be terminated in the interim by Customer.

23.4. Redforts may suspend or terminate the Agreement In Writing immediately, if one or more of the following applies:

- a) Customer is in default regarding a substantial obligation;
- b) Customer violates these Terms and Conditions;
- c) (an application for) a moratorium on payments or bankruptcy;
- d) Customer ceases its activities, or the winding up of the Customer.

23.5. If the Agreement is terminated for whatever reason, the claims of Redforts to Customer are due immediately. In case of termination of the Agreement for whatever reason, amounts which have already been invoiced for performances delivered will remain due, without any obligation to undo any performance.

24. Changes to the Agreement

24.1. Redforts preserves the right to change or supplement these Terms and Conditions. Changes and supplements are also applicable to agreements which have already been concluded, with observance of a term of thirty (30) days after the announcement of the change.

24.2. Changes will be announced on the Website, or via email to Customer, or another channel of which Redforts can prove that the announcement has reached Customer. Non-material changes of minor importance can be implemented at all times and do not require an announcement.

24.3. If Customer does not wish to accept a change, Customer has to make Redforts aware of this, within 14 days, In Writing, and supported by arguments. Redforts may reconsider the change in response to this. If Redforts does not annul the change, the Customer can terminate the Agreement until the day that the new Terms and Conditions become applicable; the Agreement will then be terminated from the day that the new conditions become applicable.

25. Miscellaneous

25.1. Dutch law shall apply to the Agreement.

25.2. To the extent not otherwise provided for in mandatory law, all disputes related to the Agreement will be submitted to the competent court in Utrecht, the Netherlands.

25.3. If any provision of the Agreement will be held to be invalid or otherwise contrary to mandatory law, the remaining provisions will continue to be valid and enforceable. In such a case, the Parties shall draft a replacement provision, which is as close as possible to the intention of the original provision, the Agreement and these Terms and Conditions.

25.4. Information and announcements, including prices, on the Website, in Offers or in other documents are without prejudice to programming and typing errors. In case of any inconsistencies between the Website and the Agreement, the Agreement shall prevail.

25.5. The log files and other (electronic) administration of Redforts are complete proof of statements made by Redforts, and the versions of communication received or stored by Redforts shall be deemed authentic, unless proof to the contrary is provided by Customer.

25.6. The Parties will keep each other informed, In Writing, without undue delay, of any changes in their name, postal address, email address, telephone number, and (when asked) bank account number.

25.7. Redforts is allowed to transfer its rights and obligations under the Agreement to a third party which will take over the Services or the relevant business activity from it.

25.8. The applicability of articles 6:227b lid 1 and 6:227c of the Dutch Civil Code is excluded.