

OTELSEASY.COM

Unit #602 Mostafawi Business Center
A Mankhool Road, Khalid Bin Al Waleed Road
Bur Dubai, Dubai, United Arab Emirates
www.otelseasy.com

Sales and Operations Manager

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GENERAL TERMS AND CONDITIONS**Company Name:****Registered Company Name:****Registered Company Address:****Billing Address (if different to Registered Company Address):****Company Number:****THE COMPANY****Telephone:****Fax:****Email:****Website Address:****General Manager:****Company's Credit Limit (If approved)****AED:****Security: Bank Guarantee in swift format to be held by OTELSEASY****Time for payment of OTELSEASY's invoice****Commission on service (if applicable)****OTELSEASY's Bank Accounts for Payment:**

Account Name: OTELSEASY.COM FZ LLC
Account Number – 90010200027424
IBAN – AE020110090010200027424
SWIFT – BARBAEADDUB
Branch – Bank of Baroda, Dubai Main Branch, Bur Dubai

GENERAL

1. These Terms and Conditions, together with OTELSEASY Agreement, the booking confirmation, any Special Conditions and any mutual agreed schedules or appendices, as applicable, shall form the entire agreement between OTELSEASY and the company in respect to all FIT products sold by OTELSEASY to the company.
2. If there is an inconsistency between any of the provisions of these Terms and Conditions and the agreement, the Booking Confirmation, any Special Conditions and any mutually agreed schedules, or appendices, as applicable, the provisions of these Terms and Conditions shall prevail.
3. Each party acknowledges that, in entering into this agreement, it does not rely on any statement, representation, assurance, or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this agreement.
4. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (of their authorised representatives)
5. The Company shall not, without the prior written permission of OTELSEASY, assign, transfer or deal in any other manner with these Terms and Conditions or any of its rights and obligations under or arising out of these Terms and Conditions or purport to do the same.
6. The company shall not, without the prior written permission of OTELSEASY, subcontract or delegate in an many or any of its obligations under these Terms and Conditions to any third party or agent.
7. The Company represents and warrant to OTELSEASY that the person signing the Agreement on its behalf is duly authorised to do so and to validly represent and bind the Company under the Company's constitution documents and the laws of the country of the Company's incorporation and all the formal requirements necessary to bid the Company , including but not limited to, the requirements to seal this Agreement, if applicable, have been complied with.

BOOKINGS

1. The Company shall make Booking Requests:
 - a. through www.otelseasy.com
 - b. through such other means as otherwise directed by OTELSEASY to the Company in writing from time to time
2. Each Booking Request made by the Company will be treated as an offer by the Company to enter into an Agreement with OTELSEASY. Such offer will be deemed to have been accepted by OTELSEASY when OTELSEASY has transmitted to the Company OTELSEASY's Booking Confirmation
3. It is the Company's responsibility to read any Special Conditions accompanying any Booking Requests or Booking Confirmation or information otherwise brought to the Company's attention by OTELSEASY and to ensure the Company is aware of all points noted as being the specific responsibility of the Company.
4. OTELSEASY reserves the right to vary OTELSEASY's Rates applicable to Bookings at any time or notice to the Company as a result of any matters outside OTELSEASY's control including, without limitation, trade fairs or changes in applicable taxes.
5. OTELSEASY shall be entitled, without liability, to refuse, amend or cancel at the Company's expense any Bookings made by the Company or the Company's sub agent, for any reason, are not bona fide Bookings for fully independent travel.
6. The Company will be liable for any charges or fees associated with the Bookings the Company or the Company's Sub Agents make or attempt to make via OTELSEASY's system or otherwise.
7. The Company agrees to follow OTELSEASY's booking procedures when making the bookings, OTELSEASY will provide a copy of the Booking Procedures to the Company on a receipt of a written request from the Company

OTELSEASY RATES

1. Unless otherwise stated in these Terms and Conditions, hotels supplied to the Company by OTELSEASY are supplied at net rates for the Company to apply its margin on such rates and the Company will not receive any commission from OTELSEASY
2. Rates are updated regularly
3. Confirmed Bookings may detail a gross, commissionable rate. In such event, OTELSEASY's Booking Confirmation will include details of the commission due to the Company, if any.
4. The company shall not, in any circumstances, disclose OTELSEASY's net rates or any information relating to such Rates to any third party (excluding Sub-agents for which the Company has obtained prior written consent from OTELSEASY). OTELSEASY reserves the right to cancel all reservations and terminate, with immediate effect, all contracts without prior notice to the Company.

SUB AGENTS

1. The Company may add the Company's Sub-Agents in the Company's Territory as system users subject to the Company obtaining prior written consent from OTELSEASY
2. It is the Company's sole responsibility to train the Company's Sub Agent and to provide technical and operational support for the same in relation to the system, solely at the Company's risk and expense.
3. OTELSEASY will not accept any direct communication, correspondence or instructions form the Company's Sub Agents and in all instances of the same, Sub Agents will be immediately referred back to the Company.
4. The Company will be fully responsible for all Bookings made by the Sub Agents added by the Company and all payments, less or expenses due on FIT Bookings made or attempted to be made by such Sub Agents

5. The Company is not permitted to pass on an access of OTELSEASY's system to any third other party without prior written confirmation from OTELSEASY
6. When the Company ceases to be a client of OTELSEASY, the Company's and the Company's Sub Agent's access to the system will be automatically and immediately terminated by OTELSEASY

ACCURACY OF INFORMATION

1. It is the Company's responsibility to ensure that all the information provided to OTELSEASY is accurate.
2. The Company will pay and will be liable for any charges or fees resulting from any inaccurate information being provided to OTELSEASY by the Company or via the Company's Sub Agent. OTELSEASY shall not be liable for and shall be indemnified by the Company in respect of any loss (direct, indirect or consequential) or third party claims (including any cancellation fees) suffered as a result of any incorrect or incomplete details supplied by the Company in any Booking made by the Company or on behalf of the Company by OTELSEASY
3. All descriptions, representation, illustrations and other particulars supplied by OTELSEASY or contained in the website in respect of FIT Products are given for general information only and the Company agrees that the Company does not rely upon the same. OTELSEASY shall not be liable to the Company or any third parties should the same prove to be incorrect or incomplete in any way

VOUCHERS

1. The Company must issue and provide travellers with vouchers which must state that the FIT booking is payable to OTELSEASY and must include OTELSEASY's relevant booking reference number
2. If a traveller cancels a booking, the Company is responsible for retrieval of any voucher issued in conjunction with that cancelled booking. Any vouchers not so retrieved and presented by any supplier to OTELSEASY with the supplier's invoice will be payable by the Company and the Company will be invoiced accordingly.

CANCELLATION OF FIT BOOKINGS

1. When a Booking, not made thru System, is cancelled at the Company's request by OTELSEASY, OTELSEASY will send the Company confirmation of cancellation. The Company must inform OTELSEASY if the Company does not receive such confirmation as failure to do so will result in OTELSEASY charging the Company for a non-arrival.
2. The Company indemnifies OTELSEASY in full against all loss, costs, damages, charges and expenses incurred by OTELSEASY as a result of any cancellation of Booking(s) made by the Company.

INVOICING & PAYMENT

1. The Company will pay to OTELSEASY the price shown on the Booking Confirmation which shall supersede any rate or rates shown elsewhere.
2. Bookings will be invoiced according to OTELSEASY's Rates current at the time the Booking is confirmed to the Company as a Confirmed Booking.
3. OTELSEASY will invoice the Company for Bookings electronically or by any other means as elected by OTELSEASY from time to time.
4. Invoices shall be issued to the Company immediately after the commencement date of the Booking.
5. Payment of OTELSEASY's invoices and or any amounts due are due within thirty (30) days of the date of the invoice (only if a credit facility is approved).
6. Payment of OTELSEASY's invoices must be made by the Company in the quoted currency by banker's draft or bank transfer to the relevant bank account specified in these Terms and Conditions. OTELSEASY accept cash, company cheques or credit cards (thru payment gateway available in the system) as a form of payment.
7. All invoices and or any amounts due under these Terms and Conditions are due and payable by the Company in cleared funds and in full without any discount, deduction or withholding other than as required by law. The Company shall not be entitled to assert any credit, set-off or counterclaim against OTELSEASY in order to justify withholding payment of any such amount in whole or in part. (Only if credit facility is approved)
8. From time to time, OTELSEASY may also issue consolidated statements to the Company listing all outstanding invoices and amounts due by the Company to OTELSEASY.
9. The Company agrees that the invoices and or consolidated statements issued by OTELSEASY, which have not been disputed in good faith, shall be conclusive evidence that:
 - a) OTELSEASY has provided and the Company has purchased and accepted the FIT Products in relation to which the invoice has been made;
 - b) and that amounts provided in such invoices are due and payable in full by the Company.
10. If there is any item of bona fide dispute arising out of or in connection with any invoice or consolidated statement, full details of the dispute must be made known to OTELSEASY by the Company in writing within twenty-one (21) days of the date of the disputed invoice(s) or consolidated statement. The Company shall take all reasonable steps and provide all necessary information and co-operation as may be requested by OTELSEASY in order to resolve the dispute in the shortest time possible.
11. If payment is not received by OTELSEASY on or before the due date and in accordance with these Terms and Conditions OTELSEASY reserves the right to take the following action against the Company and or the Company's Sub-Agents, including but not limited to the following:

- a) Disconnecting the Company and or the Company's Sub-Agent's access to any of OTELSEASY's electronic systems;
 - b) Enforcing the Security;
 - c) Ceasing to make any new reservations or Bookings sent to OTELSEASY;
 - d) Terminating, with immediate effect, any or all contracts with OTELSEASY at OTELSEASY's discretion
 - e) Cancelling existing Bookings or demanding prepayment as a condition of their not being cancelled;
 - f) Cancelling any space being held by OTELSEASY on the Company's behalf; and/or
 - g) Charging interest on a daily basis at a rate of ten percent (10%) per annum calculated on the total amount of each outstanding invoice from the date of the invoice, until the date of payment (together with all costs (legal or otherwise) and expenses incurred by OTELSEASY or on OTELSEASY's behalf in the collection of any overdue amount
12. The rights and remedies provided in these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

CREDIT LIMIT

1. The Company agrees not to exceed the Credit Limit, if any, detailed on Page 1 of these Terms and Conditions.
2. The Company's Credit Limit may be amended by OTELSEASY at any time, for any reason without prior written notice to the Company.
3. If the Company exceeds the Credit Limit, if any, detailed in these Terms and Conditions, OTELSEASY shall request and the Company shall make an immediate payment on account to reduce any outstanding debt so that it falls below the Credit Limit.
4. Should the Company breach any of the above OTELSEASY reserves the right to refuse any Bookings and or immediately review and amend the Company's Credit Limit.

SECURITY

1. OTELSEASY will hold as security against payment of invoices a cash deposit and or bank guarantee.
2. OTELSEASY shall review the amount of Security required from time to time and reserves the right to require an immediate increase of Security.
3. If at any time during this Agreement there is no Security or in OTELSEASY's opinion any existing Security is insufficient to secure the obligations of the Company hereunder (including, but not limited in case of expiration, revocation of the bank guarantee (if any), or drawing upon the cash deposit (if any)), OTELSEASY reserves the right to refuse any further bookings and reservations, review and amend the Credit Limit , and / or demand immediate payment of all and any outstanding invoices due and payable by the Company as at the date of such Security ceasing to secure the Company's obligations.

TERMS & TERMINATION

1. This Agreement comes into force on the date that is signed by both parties and is subject to any credit approval and the receipt of any security required by OTELSEASY.
2. This Agreement shall continue until terminated by either party giving to the other thirty (30) day's prior written notice.
3. If the Company:
 - a) Fails to pay any sum due under this Agreement;
 - b) Breaches any of the Company's obligations and or any of the terms and conditions contained in these Terms and Condition and fails to cure such breach within seven (7) days of receiving notice from OTELSEASY specifying such breach;
 - c) Goes into compulsory or voluntary liquidation;
 - d) Has an administrator or a receiver appointed over any part of the Company's assets or business; or
 - e) Ceases or threatens to cease business

then, without prejudice to any rights or remedies OTELSEASY may have, OTELSEASY may, at its sole discretion, terminate this Agreement immediately or on such notice period OTELSEASY sees fit without any liability to the Company and the Company shall immediately re-pay any monies due and payable to OTELSEASY at the date of such termination and until such monies are paid such monies shall be held on trust for OTELSEASY.

INTELLECTUAL PROPERTY

1. All information (including, without limitation, logos, pictures, materials, text and images) displayed in OTELSEASY's website remains the property of OTELSEASY. The Company may not copy any information or intellectual property of any sort from the website prior written approval.
2. The Company shall not use the OTELSEASY name or logo or any OTELSEASY trademarks or any merchandising without OTELSEASY's prior written approval.

LIABILITY

1. The Company agrees and acknowledges that OTELSEASY acts only as an intermediary in making arrangements for the sale of FIT Products. As such, the Company agrees and acknowledges that OTELSEASY is not liable for personal injury, illness,

property damage or other loss of expense of any nature whatsoever arising directly or indirectly out of any actions of hotels, transportation company or other company or person providing or rendering services reserved through OTELSEASY.

2. OTELSEASY's maximum liability to the Company for all claims (including negligence) arising under each Booking is limited to two-hundred per cent (200%) of the charges due to be paid by the Company in respect of the Booking. Such limitation shall not apply to OTELSEASY's liability for death or injury caused by its negligence.

FORCE MAJEURE

1. OTELSEASY shall not be in breach of these Terms and Conditions, nor liable to the Company due to OTELSEASY's failure, delay or inability to fulfil any Booking or performance of any obligation under these Terms and Conditions by reason of, including but not limited to, any fire, earthquake, flood, substantial snowstorm, epidemic, explosion, strikes, riot, civil disturbance, war, act of God, any failure or delay of any transportation, power or communications system, non-performance by suppliers or subcontractors or any similar events which are beyond the control of OTELSEASY.

WAIVER

1. The failure by either party to exercise or delay in exercising a right or remedy under these terms and conditions shall not constitute a waiver of the right or remedy, or a waiver of any other rights or remedies.

NOTICE

2. The parties agree that communications and notices between OTELSEASY and the Company envisaged by this Agreement, may be made by way of electronic transmissions, including but not limited, to transmitting or posting via the OTELSEASY system and or by exchange of emails or faxes. Such communications shall have the same binding and legal effect as communications in writing.
3. All notices shall be made in writing email to the address of the other party last known to the sender. Any email notice shall not be effective until the sender has received confirmation of a satisfactory receipt of successful transmission. Any communication via OTELSEASY systems, including but not limited to Booking Requests, Booking Confirmations, consolidated statements, invoice notifications and invoices shall be deemed received and effective when they are posted on the OTELSEASY's system and made available for access by the relevant party.

NO PARTNERSHIP OR AGENCY

1. Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute the Company the agent of OTELSEASY, nor authorise the Company to make or enter into any commitments for or on behalf of OTELSEASY.
2. The Company shall not misrepresent the Company's relationship with OTELSEASY in such a way that it could be construed that the Company's business is in some way a part of OTELSEASY or its affiliated companies.
3. The Company agrees and acknowledges that it acts in all its contracts with its clients, whether Sub-Agents, agents or Travellers, as a principal in law and not as the agent of OTELSEASY.

CONFIDENTIALITY

1. The Company undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of OTELSEASY excluding Company employees, representatives or advisers who need to know such information for the purposes of carrying out the Company's obligations under these Terms and Conditions and as may be required by law, court order or any governmental or regulatory authority.

GOVERNING LAW

1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of United Arab Emirates
2. Each party irrevocably agrees that the courts of United Arab Emirates shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) except to the extent that OTELSEASY invokes the jurisdiction of the courts of any other country.

Signed for and on behalf of the Company by an authorised signatory:
Name:
Position:
Date:
Company Stamp:

Signed for and on behalf of OTELSEASY :
Name:
Position:
Date:
Company Stamp: