

# General Terms and Conditions of Business

## 1. Preamble

1.1 straiV GmbH (hereinafter referred to as straiV), Industriestraße 23, 70565 Stuttgart, offers companies and entrepreneurs from the accommodation sector, such as hotels, guesthouses etc. (hereinafter referred to as the hotel or client), various solutions (hereinafter referred to jointly as solutions) that facilitate or improve the provision of the hotel's own services to the hotel guest (hereinafter referred to as the guest).

1.2 straiV currently offers the following solutions:

- Online Check-in & Out
- Guest Messaging
- Digital Concierge
- Upselling

1.3 As a rule, straiV's services are provided via the provision of a software-as-a-service platform or software (hereinafter referred to as software) for use via the Internet.

1.4 These General Terms and Conditions of Business (hereinafter referred to as the GTC) govern the contractual relationship between straiV and the respective client which makes use of the solutions or other services of straiV. The product-specific contractual terms and conditions (hereinafter referred to as PST) for the respective solution apply on a supplementary basis.

1.5 General contractual or business terms and conditions of the client, even if they are attached to requests for offers, orders, declarations of acceptance etc., shall not become part of the contract even if straiV has not objected to those terms and conditions.

1.6 The following order of precedence applies to the applicability of the various contractual documents (see section 1.4):

- any individual agreements made in writing or at least confirmed by straiV in text form
- any agreed data processing agreement (DPA)
- the special contractual terms applicable to the respective solution (PST)

- these General Terms and Conditions of Business (GTC)

1.7 Insofar as straiV has concluded a framework agreement with a hotel group or association, the provisions of the framework agreement for the hotels in that hotel group or association shall take precedence over the other contractual terms and conditions, as an individual agreement within the meaning of section 1.6. If the framework agreement terminates, the general and product-specific contractual terms and conditions shall continue to apply, as set out below.

## **2. Subject of the contract**

2.1 The contractual services are based on the selected in subject of performance in the case in question. The available packages, add-ons and services as well as their specific service scope, prices and possible minimum terms are set out in the currently valid package overview.

2.2 The orders or changes to services which the client effects in or via the package overview shall be deemed to have been effectively agreed after confirmation thereof by straiV.

2.3 For the various software solutions, the respective product-specific contractual conditions (PST) also apply. The product-specific contractual conditions take precedence over these General Terms and Conditions of Business with regard to the respective solution.

2.4. In the case of a framework agreement in accordance with section 1.7, if individual contracts between straiV and the respective hotel provide for a longer minimum term for packages than the validity of the framework agreement, straiV shall grant the respective hotel any agreed special conditions until the agreed minimum term is reached.

## **3. Conclusion of a contract**

3.1 Companies interested in concluding a contract can submit an offer via various channels. The offer is submitted via the website or by e-mail / an appropriate online or offline form ("order form"). The offer will be accepted by straiV at the latest upon the sending of the access data for the software ("activation") or the agreement of a

start date, whereupon the contract shall be deemed effective. If straiV submits an individual offer, the agreement is concluded upon acceptance by the company.

3.2. Once a start date is agreed, the onboarding and setup of the software by straiV begin, with the client's cooperation. If no start date is agreed, the conclusion of the contract is deemed to be the start date.

3.3. straiV reserves the right to set up free-of-charge trial access to the software in phases. Such access can be blocked by straiV at any time without notice. Free trial access will be converted to a free usage version after the agreed trial period has expired. Sections 8.4 and 11.5 apply accordingly.

#### **4. Obligations of the client**

4.1 The client shall perform all acts of cooperation required to fulfill the purpose of the contract in a timely, complete and professional manner, in particular if straiV requests that it cooperate through specific instructions.

4.2 The client shall itself be responsible for:

- providing and maintaining the content of the software, e.g. the text templates for the Guest Messaging messages or the information for the digital guest folder.
- ordering possible integrations or interface connections or, if necessary, connecting them itself in the straiV backend based on the instructions provided by straiV.
- when integrating partner or third-party solutions—checking them for compatibility and functionality in conjunction with straiV.
- providing data protection notices, especially if partner or third-party solutions are integrated into the system that involve the transmission of personal data.
- guaranteeing correct data processing and compliance with the legal and regulatory requirements for the use, storage and archiving of personal data.
- protecting the local IT systems from infection by viruses or similar malware, preferably by using appropriate software.
- ensuring that minimum technical requirements for the software with regard to the hardware and software used are met.

4.3 The client shall inform straiiv immediately if the number of its rooms exceeds the number of rooms agreed upon the conclusion of the contract within the meaning of section 2.2 of these GTC. If the number of newly added rooms exceeds the number of rooms booked up to that point, the remuneration shall be adjusted with effect from the following month, with the minimum term remaining unchanged. Where the number of rooms decreases, a refund is excluded in the case of a minimum term.

4.4. The client must pay the remuneration agreed upon the conclusion of the contract. straiiv is entitled to suspend the contractual services if the client is in arrears and fails to make payment despite the explicit setting of a deadline for settlement of the outstanding claims.

4.5 The client shall ensure that the contractual use and provision of content does not infringe any third-party rights. Before transferring that content to straiiv, the client must check whether it is permitted to use the content as intended, ensure that it holds any necessary rights of use, and obtain any necessary third-party consent. The client shall indemnify straiiv against any claims of third parties arising from a breach of the obligations mentioned herein. If a third party claims an infringement of rights by the content provided by the client, straiiv shall be entitled to block the content either permanently or temporarily if there are doubts based on objective evidence regarding the legality of the data and/or content. In that case, straiiv shall request that the client cease the infringement of rights within a reasonable period of time or provide proof of the legality of the content.

4.6 If the client is in default of acceptance or violates other cooperation obligations, straiiv shall be entitled to demand compensation for the resulting losses—including any additional expenses. straiiv shall also be entitled to withdraw from the contract and demand compensation for non-performance if the client continues to default on acceptance. There is no need to set a deadline if the client finally refuses to fulfill the contract.

4.7 In the event of a serious breach by the client of its obligations under these GTC or the respective applicable PST or in the event of a breach of statutory regulations, straiiv shall be entitled to restrict the use of the contractual services by the client in whole or in part or to terminate the contractual relationship without notice. If the client is responsible for the infringement, it shall be obliged to compensate straiiv for the resulting losses.

## **5. Support services**

5.1 Support for the use of straiV includes answering questions about correct use and settings as well as assistance with technical problems with the software.

5.2. Support requests can be made via the ticket system or by telephone, depending on the service agreed upon concluding the contract or subsequently ordered. The specific service scope is detailed in the currently valid package overview.

5.3 Requests are processed during the currently valid business hours. Public holidays of the Federal Republic of Germany and the State of Baden-Württemberg apply.

## **6. Access and access data**

6.1 The client can create any number of access possibilities ("accounts") to the software in the straiV backend, with different authorizations. Any number of hotel guests can also use the software.

6.2 The client's personal access data for the software may not be passed on to third parties and must be kept protected against access by third parties. For security reasons, it must be changed upon initial logging in.

6.3 If there is reason to suspect that unauthorized persons have gained knowledge of the access data for the software, the client must inform straiV to that effect immediately and change the access data without delay.

## **7. Remuneration**

7.1 The client shall pay a one-off and/or recurring amount for the use of the software, depending on the package selected and the agreed payment cycle. Unless otherwise agreed, the client shall pay the respective remuneration annually in advance.

7.2. On the agreed start date, if any, straiV will invoice the client for possible one-off fees for onboarding and setting up the software. The amount of the one-off fees is specified in the currently valid package overview.

7.3 Insofar as transaction-based remuneration ("transaction fees") has been agreed with the client for services, the client shall pay the agreed percentage commission per transaction. straiV shall invoice the commission to the client at the end of each month.

7.4 The client may choose at least between direct debit or payment upon invoicing as payment methods. All invoices shall be due for payment within 10 days from the invoice date, unless an individual payment term has been agreed. straiV reserves the right to charge the client a flat fee of EUR 10.00 in the event of a returned direct debit. All prices are subject to VAT at the statutory rate.

7.5 Payments shall be credited to existing claims at straiV's discretion, even if the client has stipulated otherwise. Offsetting against counterclaims of the client that have not been recognized or legally established is excluded. The same applies to any right of retention of the client.

7.6 straiV is entitled to check the client's creditworthiness using the generally accepted means. If there are doubts about the client's creditworthiness or if there is any other significant deterioration in the client's financial circumstances, straiV shall be entitled to perform further services only against advance payment.

7.7 straiV is entitled to increase the agreed remuneration for the services by e-mail, with three months' notice to the end of the month. If the remuneration is adjusted, the client shall have the right to terminate the respective individual order within a period of six weeks before the price adjustment takes effect. Where a minimum term has been selected, price increases are only possible 12 months after the start of the contract, and further increases in the respective adjusted remuneration may be demanded at the earliest 12 months after the last price adjustment.

7.8. The client agrees that straiV may assign claims from the business relationship to third parties, in particular factoring companies. If it does so, the client shall be informed of the assignment in good time and shall make payments exclusively to the new holder of the claims.

## **8. Rights of use**

8.1 The software provided by straiv is protected by copyright. The copyrights, patent rights, trademark rights, and all other ancillary copyrights to the software and other objects of the contract belong exclusively to straiv. If third parties are entitled to the rights, straiv holds appropriate rights of use.

8.2 Upon the booking of the packages, straiv grants the client a non-exclusive, non-transferable and non-sublicensable right to use the respective software limited to the term of the contract, according to the scope granted in these GTC or the respective PST.

8.3 The client is not authorized to allow third parties to use the software or to make it accessible to third parties. In particular, the client is not permitted to reproduce, sell, translate, edit, modify, decompile, reverse-engineer or disassemble the software or parts thereof or use any part of the software to create a separate application, or to have these actions carried out by third parties, unless this is permitted by copyright law.

8.4 If the client is a trial user, straiv grants a simple license for test purposes, limited to the trial period, which may not be transferred, assigned or sublicensed.

## **9. Warranty**

9.1 The software is available 24 hours a day, seven days a week ("operating hours"). The average availability during the operating hours is at least 99% as an annual average. Availability means the client is able to use the essential functionalities of the software. Availability includes maintenance times as well as restrictions or failures of the software due to circumstances beyond the control and responsibility of straiv (fault of third parties, disruption of telecommunication lines, force majeure etc.).

9.2 straiv points out to the client that restrictions or impairments of the software may arise that are beyond straiv's control. This includes, in particular, action taken by third parties who are not acting on behalf of straiv, technical conditions of the Internet that cannot be influenced by straiv or the hardware/software used by the client, as well as force majeure.

9.3 The client may not reduce the remuneration in the event of possible defects in the software. Any existing right to reclaim remuneration paid subject to reservation remains unaffected.

9.4 Termination by the client for good cause due to failure to ensure use in accordance with the contract shall only be permissible after straiV has been given sufficient opportunity to remedy the defect and the remedy has failed. The rectification of defects shall only be deemed to have failed if it is impossible, if it is refused or unreasonably delayed by straiV, if there are legitimate doubts regarding the prospects of success or if it is unreasonable for the client for other reasons.

## **10. Liability**

10.1 straiV is liable without limitation in cases of intent, gross negligence and culpable injury to life, limb or health.

10.2. Notwithstanding the cases of unlimited liability pursuant to section 10.1, straiV shall only be liable for slightly negligent breach of duty in the event of a breach of key contractual obligations, i.e. obligations whose fulfillment is essential for the proper performance of the contract or whose breach jeopardizes the achievement of the purpose of the contract and on whose fulfillment the other party may generally rely, such liability being limited to the losses foreseeable upon the conclusion of the contract and typical for the contract.

10.3 Furthermore, strict liability of straiV for initial material defects in the software is excluded.

10.4 The above limitations of liability do not apply to liability under the German Product Liability Act (Produkthaftungsgesetz) or within the scope of guarantees given in writing by one of the parties.

10.5 The above provisions of section 10 also apply in favor of employees, representatives and corporate bodies of the parties.

10.6 straiV assumes no liability for changing features of the functionalities of third-party solutions, such as PMS integrations. Insofar as such circumstances affect the availability or functionality of the service provided by straiV, this shall have no effect on the contractual conformity of the services provided.



## **11. Termination**

11.1 Packages with a minimum term of one year or longer may be terminated with three months' notice to the end of the respective term. If the contract is not terminated within the specified periods, it will be extended by the respective agreed minimum term. The term is calculated from the agreed start date, if any, and otherwise from the conclusion of the contract.

11.2 Packages with a minimum term of one month may, as a rule, be terminated with a notice period of four weeks to the end of the month. The minimum term is calculated from the agreed start date, if any, and otherwise from the conclusion of the contract.

11.3 Notice of termination can be issued in text form, e.g. by e-mail.

11.4 In the event of termination, the client has the option of exporting the data for at least four weeks after the end of the minimum term. straiv reserves the right to irrevocably delete all data after that period has expired.

11.5 In the case of a free usage version, the client can deactivate or delete the access ("account") to the software at any time. straiv reserves the right to deactivate and/or delete access with a free usage version in the event of persistent inactivity. All data may be irrevocably deleted.

11.6 straiv may, without being obliged to do so, update or further develop the software at any time and, in particular, adapt it due to changes in the legal situation or technical developments or to improve IT security. straiv will appropriately take the legitimate interests of the client into account and inform the client in good time about any necessary updates. In the event of a significant impairment of the client's legitimate interests, the client shall have a special right of termination.

11.7 The right to terminate the contract for good cause remains unaffected.

## **12. Ancillary agreements and written form requirements**

12.1 The notifications and declarations of a contracting party to these GTC which are provided for in the contractual provisions and that become necessary in the

other course of business may in principle also be effectively sent to the stated e-mail address of the other contracting party.

12.2 Unilateral amendments to these GTC by straiv shall become part of the contract if they have been notified to the client by straiv in text form, the client has not expressly objected to them within four weeks of receipt of the change notification and this consequence has been pointed out in the change notification. If the client objects to the change, straiv shall have the right to terminate the affected individual order or the entire order within a period of six weeks to the end of the next quarter.

### **13. Data protection**

13.1 Insofar as straiv processes personal data on behalf of the client (Art. 28 GDPR), the [data processing agreement](#) (DPA) accessible in the straiv Legal Portal is deemed agreed in addition to these contractual terms and conditions.

13.2 Further information on data protection can be found in the [Privacy policy](#). The relevant documents are also available in the straiv Legal Portal.

13.3 The client shall notify straiv if straiv is to process special personal data within the meaning of Art. 9 GDPR on its behalf. If necessary, the parties shall agree on the implementation of further measures.

13.4 Insofar as straiv provides the client with pre-formulated data protection declarations for or in connection with individual products, the client shall independently check whether the respective data protection declaration meets the requirements of Art. 13 et seq. with regard to the data processing for which the client is responsible. If necessary, the client shall amend the data protection declaration or inform straiv of the necessary changes.

### **14. Applicable law and place of jurisdiction**

14.1 The laws of the Federal Republic of Germany apply, to the exclusion of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods.

14.2 The place of jurisdiction is Stuttgart if the client is a trader and the contract is part of its commercial business or the client has no general place of jurisdiction in Germany and if there is no exclusive place of jurisdiction. However, straiv is entitled to take legal action against the client at any other legal place of jurisdiction. For non-traders, the statutory places of jurisdiction apply.

14.3 The version in the German language is authoritative for the interpretation of this agreement

## **15. Severability clause**

If individual clauses of these general terms and conditions of the contract concluded with straiv are invalid, this shall not affect the validity of the remaining provisions. Any wholly or partially invalid provision shall be replaced by a provision whose economic outcome comes as close as possible to the invalid provision and the parties' intention. The same applies in the event of an unintended gap/omission.

## **Product-specific terms (PST)**

The following Product-Specific Terms and Conditions (hereinafter referred to as PST) apply to all services of straiv GmbH (hereinafter referred to as straiv) in relation to use of the respective software solution. straiv's General Terms and Conditions of Business (GTC) also apply.

### **A. Online Check-in & Out**

These PST govern the use of the product "Online Check-in & Out", including all satellite functions such as the reservation manager and all associated integrations with, for example, PMS, door providers, payment providers and identification methods. By using the check-in and check-out product, you agree to the applicability of these additional terms and conditions.

This product offers various door opening functions and can be integrated with third-party door solutions to enable door opening and key card encoding. The client is responsible for ensuring that its door systems are compatible with our integrations. The product collects door opening information for security and management purposes and enables access to that information.

Our product includes payment-related functions and is integrated with third-party payment providers to enable secure, efficient payment transactions. The client is responsible for ensuring that all payment transactions are processed correctly and securely. Any problems that arise with regard to payment transactions must, if necessary, be clarified directly with the payment provider.

Our product includes guest identification functions and can be integrated with external methods for identifying and scanning guest documents. These methods help to verify guests' identity and optimize the check-in process. Any problems that occur during the identification process or after identification are not straiv's responsibility and should be clarified directly with the identification provider.

The client must comply with all applicable laws and regulations relating to the use of the product, including but not limited to data protection, privacy and financial regulations.

The client is responsible for the accuracy and completeness of the data entered into the product. Any errors or omissions may lead to operational interruptions or inaccuracies in the product.

Some functions and services are offered as add-ons to the product. If the client adds a function or service for which an additional fee is payable, the additional amount will be invoiced each billing cycle as long as the add-on is active.

The client is responsible for ensuring that the availability of third-party services that are part of our product is guaranteed. If any of the services do not meet the guest's expectations or if there is insufficient stock to cover the offer, the client shall be responsible for any return or refund.

## **B. Upselling**

These PST govern the use of the "Upselling" product including all functions offered with it and all associated integrations with, for example, PMS, door providers, payment providers and identification methods. By using the Upselling product, you agree to be bound by these additional terms and conditions.

The product enables the client to offer additional products or services that complement a guest's stay, thereby increasing overall sales revenues. The product helps clients to persuade guests to purchase higher-value products or services than they originally intended, thereby increasing sales revenues.

The client is responsible for the promotional activities and the products used in the offers for its guests, including possible negative effects or adverse consequences of the offers or the actual purchase of the products. The product therefore aims to increase the client's revenue streams and overall income by encouraging additional sales. This includes implementing cross-selling and upselling offers and strategies to maximize revenue from each guest. The client is responsible for implementing the cross-selling and upselling strategies offered by the product. This includes training staff, updating promotional material, and ensuring accurate product information.

The client is responsible for ensuring stock availability and the lawful design of the advertising for the products used in its offers. In the event that a product or offer does not meet the guest's expectations or if there is insufficient stock to cover the offer, the client shall be responsible for any return or refund.

straiv may receive a fee for setting up and providing the "Upselling" product and commission for the client's sales revenues generated or brokered via the product. The client agrees to the commission or fee structure set out in the currently valid package overview. straiv reserves the right to change the corresponding fees or commission. straiv shall inform the client of the respective changes at least three months before the change comes into effect. If the remuneration is adjusted, the client has the option of deactivating the product and the right to terminate the contract for the use of the "Upselling" product within a period of six weeks to the effective date of the price adjustment.

The client is responsible for ensuring that all payment transactions are processed correctly and securely. Any questions arising from payment transactions must be clarified directly with the payment provider (if any) commissioned by the client.

Insofar as a product and/or service has been ordered or commissioned by a guest via the "Upselling" product, the client is prohibited from subsequently canceling that product and/or service and rebooking it in the PMS or otherwise; in such a situation, straiv may demand payment by the client of a contractual penalty to be determined reasonably and, if necessary, reviewed by the competent court and/or terminate the use of the "Upselling" product and/or the entire contract with the client without notice.

The client must comply with all applicable laws and regulations relating to the promotion / use of the product, including but not limited to sales, tax and financial regulations.

The client is responsible for the accuracy and truthfulness of the advertising and product information provided to guests. Misleading or incorrect advertising may lead to legal consequences or damage to the client's reputation.

Some functions and services are offered as add-ons to the product. If the client adds a function or service for which an additional fee is payable, the additional amount will be invoiced each billing cycle as long as the add-on is active.

### **C. Guest Messaging**

These PST govern the use of the "Guest Messaging" product, including all functions offered with it and all associated integrations with, for example, PMS, door providers, payment providers and identification methods. By using the Guest Messaging product, you agree to the applicability of these additional terms and conditions.

The product enables the client to organize communication with the guest via various channels. It aims to automate and thus simplify communication with the guest.

The product can be integrated with communication services of third-party providers. Any problems that arise during communication with the guest must, if necessary, be clarified directly with the provider of the communication service.

The client must comply with all applicable laws and regulations relating to the use of the product, including but not limited to data protection, privacy and financial regulations.

The client is responsible for the accuracy and completeness of the data entered into the product. Any errors or omissions may lead to operational interruptions or inaccuracies in the product.

Some functions and services are offered as add-ons to the product. If the client adds a function or service for which an additional fee is payable, the additional amount will be invoiced each billing cycle as long as the add-on is active.

The client is responsible for ensuring that the availability of third-party services that are part of our product is guaranteed. If any of the services do not meet the guest's expectations or if there is insufficient stock to cover the offer, the client shall be responsible for any return or refund.

#### **D. Digital Concierge**

These PST govern the use of the "Digital Concierge" product, including all functions offered with it and all associated integrations with, for example, PMS, door providers, payment providers and identification methods. By using the Digital Concierge product, you agree to the applicability of these additional terms and conditions.

The product enables the client to provide relevant information and services to the guest before, during and after their stay.

The product can be integrated with third-party providers such as content providers. Any problems that arise with the provision of the information and services must, if necessary, be clarified directly with the third-party provider.

The client must comply with all applicable laws and regulations relating to the use of the product, including but not limited to data protection, privacy and financial regulations.

The client is responsible for the accuracy and completeness of the data entered into the product. Any errors or omissions may lead to operational interruptions or inaccuracies in the product.

The client is responsible for ensuring that the availability of third-party services that are part of our product is guaranteed. If any of the services do not meet the guest's expectations or if there is insufficient stock to cover the offer, the client shall be responsible for any return or refund.

As at: 01.04.2025

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