

DerbySoft Terms and Conditions

DerbySoft (Hong Kong) Limited (“DerbySoft”) provides connectivity and related services (the “DerbySoft Services”) through DerbySoft’s proprietary platform (the “DPlatform”) between online travel distributors and suppliers, or their respective intermediaries (the “Distributor Connections”). To the extent DerbySoft Services and/or Distributor Connections are included in the services offered to you, the following terms and conditions (the “Special Terms and Conditions”) apply:

- A. Distributor Connections. DerbySoft Services may only be utilized by suppliers and distributors who have provided DerbySoft with consent to connect with each other through You hereby consent to the Distributor Connections as may be identified by TravelClick to DerbySoft from time to time. You are responsible for entering into separate commercial agreements with each distributor to whom you connect through a Distributor Connection (each a “Distributor”), in order to establish the economic terms and any other conditions pursuant to which each Distributor may book your hotel rooms, including, without limitation, terms applicable to the sharing and processing of personal data. You will only use the Distributor Connections to facilitate transactions with Distributors in compliance with, and as authorized by, such commercial agreements. DerbySoft shall not be responsible to you for, and specifically disclaims any liability relating to, the actions or inactions of any intermediary or Distributor. You shall indemnify and hold DerbySoft harmless from any claim by any of your Distributors or customers that results from your action or inaction.
- B. Updating Accommodation Information. You are responsible for timely updating, and for the accuracy and completeness of, hotel room availability, rates and inventory information, and other data and property information provided or made available by you (directly or through TravelClick) to the DPlatform. In the event of overbooking, including without limitation, when a Distributor reserves a room through the DerbySoft Service that is not actually available at your property, you are responsible for finding acceptable alternative accommodations for the person or entity that reserved the room, or otherwise making such person or entity whole.
- C. Limitation of Liability. IN NO EVENT SHALL DERBYSOFT OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT DAMAGES, NOR SHALL DERBYSOFT OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (IN EACH CASE, INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OR DATA, LOST PROFITS OR BUSINESS INTERRUPTION) BY OR ON YOUR BEHALF OR ANY CLAIMS BY ANY THIRD PARTIES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE PROVISION OR USE OF THE DERBYSOFT SERVICES, THE DISTRIBUTOR CONNECTIONS OR THE DPLATFORM BY OR TO YOU, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. DerbySoft Rights. You agree that DerbySoft has the right to enforce these terms and conditions directly against You.