

**MASTER TERMS AND CONDITIONS****Version: 4.0., Effective date: 1 July 2022**

We know that terms and conditions can be difficult to read. Therefore, we've prepared a brief summary of all clauses in plain English. Please be aware that only **numbered legal terms and definitions in schedule Definitions are legally binding**. The summary of our terms in left side of table with grey background **is non-legally binding and doesn't affect the interpretation of our legal terms**.

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<p>If you want to use our services, you must agree to our terms and conditions. You'll always find an up-to-date version of them on our website.</p>	<p><b>1. Initial Provisions</b></p> <p>1.1. These Master Terms and Conditions shall apply to all Agreements concluded between Mews and Partner or to whoever is using services provided by Mews and/or has access to Mews Platform.</p> <p>1.2. These Master Terms and Conditions are published on the Mews website and form an integral part of the Agreement.</p> <p>1.3. This version of the Master Terms and Conditions is valid and effective from the effective date as stated above and completely replaces any prior versions of Master Terms and Conditions.</p>
<p>We define frequently used words and expressions in Schedule to these terms and conditions.</p>	<p><b>2. Definitions</b></p> <p>2.1. In these Master Terms and Conditions, unless the context requires otherwise, the capitalised words and expressions shall have the meanings defined in <u>Schedule 1 - Definitions</u>.</p> <p>2.2. The headings and structure of these Master Terms and Conditions, as well as any examples provided under certain clauses, if any, shall not affect their interpretation.</p>
<p>We give you access to the Mews Platform and other services in exchange for agreed upon fees. You can find a description of the services and fees in our Agreement.</p>	<p><b>3. Mews Services</b></p> <p>3.1. <u>Mews Services</u>. Subject to these Master Terms and Conditions, Mews shall make the Mews Platform available to the Partner and provide the Partner with other Mews Services as specified in the Agreement and subject to Clause 3 hereof within the Territory. Partner shall pay Mews the Fees set forth in the Agreement in accordance with Clause 5 of these Master Terms and Conditions.</p>
<p>We'll publish your offerings and facilitate customer transactions (booking rooms, ordering services, etc.) through the Mews Platform.</p>	<p>3.2. <u>Authorisation</u>. Unless otherwise specified in the Agreement, the Partner hereby appoints Mews as limited agent with respect to booking accommodation and other Partner Services provided by Partner to Customers, subject to limitations as stipulated herein. Mews shall enable publishing Listing of the Partner via Mews Platform, Partner's offer of accommodation, and other Partner Services.</p>
<p>Our services should always be available, but some situations outside of our control might make them unavailable.</p>	<p>3.3. <u>Availability</u>. Mews Services shall be made available by Mews subject to any unavailability caused by circumstances beyond Mews' reasonable control, including any Force Majeure Events, any computer, communications, internet service, or hosting facility failures, delays involving hardware, software, power, or other systems not within Mews' possession or reasonable control. Mews Services may be temporarily limited or interrupted due to maintenance, repair, modifications, upgrades, or relocation.</p>
<p>Mews' Service Level Agreement ("SLA") is part of our overall Agreement. You can find out more about our SLA at <a href="https://www.mews.com/service-level-agreement">https://www.mews.com/service-level-agreement</a>.</p>	<p>3.4. <u>Service Level Agreement</u>. The Service Level Agreement available at <a href="https://www.mews.com/service-level-agreement">https://www.mews.com/service-level-agreement</a> applies to the Agreement.</p>
<p>To register, you need to choose username(s) and email contact(s), then set password(s).</p>	<p>3.5. <u>Mews Account</u>. As part of the registration process, the Partner shall identify username(s) and email contact(s) for the Mews Account and subsequently shall set up password(s).</p>

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Keep the login details of your Mews Account secure. We aren't liable for any damages caused by unauthorized access.

You're responsible for getting and maintaining any equipment necessary to use our services.

If we use any subcontractors to provide services, we're liable for them.

Mews may add new feature(s), change or remove outdated feature(s) with our services. If such change materially degrades Mews Service, you can object to the change(s) and terminate the Agreement.

You're solely responsible for your services and the content you upload to the Mews Platform and you shouldn't do anything to harm us.

If a customer requests a reservation or service through the Mews Platform, we will confirm that request and provide you with all related information.

You should set up your own cancellation policy.

3.6. Unauthorized Access. The Partner is obliged to keep its access details confidential and secure. Mews shall not be liable for any damage caused by misuse or unauthorised disclosure of access details or unauthorised access to the Mews Account by any third party.

3.7. Equipment. The Partner shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use Mews Services including but not limited to modems, hardware, servers, software, operating systems, and networking and web servers ("**Equipment**"). The Partner shall be responsible for maintaining the security of the Equipment and for any use of the Equipment.

3.8. Subcontractors. Mews may also use subcontractors to provide certain parts of Mews Services. Mews shall be liable for the acts and omissions of its subcontractors to the same extent Mews would be liable if performing the services of each subcontractor directly under the terms of the Agreement except as otherwise set forth in the Agreement.

3.9. Changes to Mews Services. Without limiting any other terms herein, as a part of on-going development of Mews Services, Mews reserves the right in its sole discretion to add, change, discontinue or otherwise modify any elements and features to the Mews Services specified in the Agreement, including changes to Mews Platform. If any change materially degrades the provided Mews Services (e.g. if a material feature is removed from the applicable Mews Services package provided to the Partner), Mews will notify the Partner and Clause 14.8 hereof will apply.

3.10. Mews Add-on. The Partner may purchase Mews Add-ons through Mews Marketplace or by other means as offered by Mews subject to the Fees for Mews Add-on as set forth by Mews. The Fees for Mews Add-on are payable on monthly basis, unless different billing cycle is specified by Mews, and always set in EUR. Any currency conversion under this clause shall be calculated based on the currency exchange rate published by Open Exchange Rates (available at <https://openexchangerates.org/>) between 12:00am and 1:00am (CET/CEST) on the invoice date. Mews may remove any Mews Add-on and/or update any Mews Add-on at any time and at its sole discretion.

3.11. Trial period for Mews Add-on. Some Mews Add-on may be offered free of charge for a trial period as specified for the given Mews Add-on. Within the trial period, the Partner is entitled to cancel its purchase of given Mews Add-on any time via the respective feature of Mews Platform. Upon expiration of the trial period, the Partner is obliged to pay the Fees for Mews Add-on.

### 4. Listing, Confirmation & Partner Services

4.1. Listing. Partner is in full control and is therefore fully responsible for the uploaded availability of accommodation or other Partner Services and upload of up-to-date versions of terms and conditions governing Partner Services to Mews Platform. Accordingly, Partner represents and warrants that the uploaded available Partner Services and any Partner content made available through Mews Platform (i) will not breach any agreements made by the Partner with any third party, (ii) will be in compliance with all applicable Legislation, and (iii) do not conflict with the rights of any third parties. Mews is entitled, at any time, without any prior notice, and at its sole discretion, to remove or disable access to any available Listing and any Partner content uploaded to Mews Platform if it considers it to be objectionable for any reason, especially if it breaches applicable laws and regulations.

4.2. Confirmation. Upon Customer's request for reservation of the Partner Services via Mews Platform, Mews is entitled to confirm such reservation to the Customers on behalf of Partner provided the requested Partner Services are available and all specified requirements of relevant Partner's Listing have been fulfilled by Customer's reservation. Mews shall provide the details of the Customer and Customer's request to the Partner. The Partner shall not charge the Customer a

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Our fees are specified in the agreement unless you change the scope of services. The fees can be taken from your sub-merchant account. The fees are non-cancellable and non-refundable.

Our fees do not include taxes, levies, or any similar payments unless agreed otherwise.

Your payments cannot be cancelled or transferred and Mews will not refund any fees paid. In case of late payment, the default interest rate is 0.1% per day (but won't be more than the maximum rate applicable by law).

higher price for requested Partner Services than the price specified in the reservation request.

4.3. Partner Services. Partner is solely responsible for providing Partner Services to its Customers and for (i) serving any bookings or other Partner Services confirmed via Mews Platform, (ii) any cancellations of any confirmed Partner Services order, and (iii) the Partner's refunds policy.

4.4. Indemnification. The Partner will fully indemnify, defend, and hold harmless Mews against all liabilities, losses, costs, damages, demands and expenses of any kind arising from, or in connection with, (i) the provision of accommodation and any other Partner Services, (ii) cancellation of any confirmed Partner Services order by the Partner, (iii) the Partner's refunds policy.

### 5. Fees and Payment Terms

5.1. Fees. The Partner shall pay to Mews all Fees specified in the Agreement. Unless otherwise specified in the Agreement, Platform Fees shall be paid as of the Starting Date in advance. Changes to the scope of Mews Services made through the Mews Platform may affect the amount of Platform Fees payable hereunder. Payment obligations are non-cancellable and non-transferrable and paid Fees are non-refundable.

5.2. Resource Tiers. Resource Tiers are defined by reference to type of space(s), membership or other resource(s) ("**Resource**") offered by the Partner to its Customers as follow:

- (i) Extra Small Resource Tier ("**XS**"), Resource's type(s) will be specified in the future within the Mews Platform;
- (ii) Small Resource Tier ("**S**") includes the following Resources' types: bed, desk, parking spot, unequipped campsite;
- (iii) Medium Resource Tier ("**M**") includes the following Resources' types: room, dorm, apartment, meeting room, suite, office, team area, villa, equipped campsite;
- (iv) Large Resource Tier ("**L**") includes the following Resource's type: site;
- (v) Extra Large Resource ("**XL**"), Resource type(s) will be specified in the future within the Mews Platform.

Mews may add a new Resource' type into each Resource Tier any time without prior notice except for Resource Tier's change that increases the applicable Platform Fees which will be notified in accordance with Clause 5.6. hereof. The Partner is not allowed to set up the Resource in a Resource Tier which differs from Partner's official offering to its Customers.

If the Partner pays the Platform Fees on monthly basis, the Platform Fees for Resource offered in more than one Resource Tier and/or as more than one Resource's type (each a "**Flexible Resource**") will be calculated as the higher of (a) the biggest applicable Resource Tier within that Flexible Resource; or (b) the applicable Resource Tier multiplies the number of such Resource within that Flexible Resource.

5.3. Payment terms. All Fees shall be paid as specified in the Agreement. The Partner agrees payment of any Fees be taken from the Sub-Merchant Account. If specifically agreed in the Agreement, Mews (or its Payment Services Provider and/or Member if applicable) shall be authorised to withdraw the respective funds from a payment instrument saved and pre-authorized in the Mews Account. All amounts under the Agreement are payable in currency stipulated in the Agreement. The Partner agrees that Mews may issue invoices electronically or otherwise. If the Platform Fees are payable on annual billing cycle, Mews shall issue a proforma invoice for prepayment of the Platform Fees based on the Initial Resource Quantities specified in the Agreement. Mews will issue log-in details to the production environment of the Mews Platform only upon receipt of the

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Our agreement may specify the minimum amounts of platform fees that must be paid regardless your changes in the scope of services.

Our fees may be increased. You will be informed at least 30 calendar days before or on the end of billing cycle. You can object against such change and terminate the agreement.

You'll only use our services:

1. for internal business and are not allowed to provide access to third parties unless agreed otherwise;
2. as specified in the Agreement, documentation, and Acceptable Use Policy;
3. for the agreed purposes and facilities according to these terms and conditions.

You must not cause harm to Mews, the Mews Platform, or customers.

payment of such pro-forma invoice. The Partner agrees that Mews is not obliged to issue log-in details if the applicable pro-forma invoice is not paid. Unless otherwise agreed, all invoices issued on the basis hereof are due within fourteen (14) days of the invoice date. Payments shall be deemed to be made on the day when such payments are credited to the bank account of Mews. Any amounts not paid when due shall accrue default interest at the rate of 0.1% per day. If such amount would exceed maximum default interest possible under applicable law, then the Partner shall be obliged to pay only such maximum default interest. Both Mews and Partner declare that the consideration pursuant hereto is made upon the mutual consent of both Parties.

- 5.4. **Taxes.** The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonised, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("**Taxes**"). The Partner is responsible for paying all Taxes associated with the Agreement. If Mews has a legal obligation to pay or collect Taxes for which Partner is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the Partner unless the Partner provides Mews with a valid tax exemption certificate authorised by the appropriate taxing authority. The Partner is responsible to provide Mews with a valid VAT number and a correct bank account to enable correct billing.
- 5.5. **Minimum Platform Fees.** Mews shall stipulate in the Agreement the minimum amounts of fees that must be paid by Partners for the use of Mews Platform ("**Minimum Platform Fees**"). If the Platform Fees (per month) calculated as per Clause 5.1. hereof fall below the Minimum Platform Fees for any reason (e.g the Partner changes Resource Quantities within Mews Platform), the Partner agrees to pay the Minimum Platform Fees instead, unless agreed otherwise.
- 5.6. **Changes to Fees.** From time to time, Mews may introduce changes to the applicable Fees stated in the Agreement and notify the Partner thereof. Any such notified changes will be effective towards the Partner upon later of (i) thirty (30) calendar days as of Mews' notification of such changes to the Partner, and (ii) the starting date of the Partner's next billing cycle. If the Partner disagrees with any such changes, the Partner may object to them in accordance with Clause 14.8 hereof.
- 5.7. **True-ups.** If the amount of the Platform Fees calculated in accordance with the Agreement during any applicable billing cycle exceeds the amount of the Platform Fees pre-paid by the Partner as per Clause 5.3. Mews shall have the right to issue a true-up invoice for payment of such additionally incurred Platform Fees.

## 6. Use of Mews Services

- 6.1. **Purpose.** The Partner or any of its Affiliates (if and to the extent specifically agreed by the Parties in the Agreement) is entitled to use Mews Services only for its internal business processes. The Partner is not entitled to allow any third party to use or access Mews Services, inter alia, by any technical means or by processing any requests for the third parties or other Facilities. If the Partner violates this clause either by using Mews Services for any third party, by allowing the use of or access to Mews Services by a third party, or by using Mews Services for other purpose or Facility, Mews has the right to withdraw from all of its contractual obligations to the Partner and terminate the Agreement without notice period; Mews' claim for damages is not affected.
- 6.2. **Scope.** Partner may use only Mews Services as specified in the Agreement, Documentation, and Acceptable Use Policy. The Partner is entitled to use Mews Services only for the provision of Partner Services in the Facility specified in the Agreement.

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You should keep the working environment as agreed or as described in our documentation. We're not liable for damages caused by doing otherwise.

You can't make any changes to our services or the Mews Platform except for standard administrative settings.

The Mews Platform runs on Microsoft's cloud and the terms and conditions of hosting may affect your use of our services.

You can integrate services from other providers with our services and give us consent to provide limited access to third parties for integration. You can find the terms and conditions of integration at <https://go.mews.com/docs-connector-api>. Before using third party integrations you should review their terms and conditions, privacy policies, and security.

We provide only integration with third parties, not their services, and have no control over them. Therefore, we're not responsible for any loss or damages in connection with them. Your integrations must not cause any harm to us and you must defend Mews against all liability or costs from such integrations.

Mews cannot provide a customer's personal data to third parties without a legal basis to do so.

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- 6.3. Partner use. The Partner is obliged to use the Mews Services in accordance with the purpose for which the Mews Services are provided and in compliance with these Master Terms and Conditions and all applicable laws. The Partner shall not use Mews Services (i) in any way that causes, or is likely to cause, any Mews Service, or any access to it, to be interrupted, damaged, or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity.
- 6.4. Conduct. Partner shall keep the working environment (including but not limited to the functioning of the network) in compliance with the Documentation, terms and conditions governing Partner Services, and in line with standard business working environment practices for similar systems. Mews shall not be liable for any limited or non-functioning Mews Services arising out of non-compliance with these requirements. Mews shall neither be liable for any damage arising thereof.
- 6.5. Cooperation. Partner shall provide all reasonable assistance and cooperation to Mews in order to enable Mews to provide all Mews Services as specified in the Agreement in an efficient and timely manner. All reasonable cooperation shall be provided in scope, resources, and personnel, free of charge and inter alia, by providing technical resources, qualified personnel obliged to provide such cooperation, or by providing specifications and undertaking tests, by taking over the work duly provided by Mews, etc. The Partner acknowledges that any delay on its part in the performance of its obligations may have an impact on Mews' performance of its activities under the Agreement, and Mews shall not be liable for any delay resulting therefrom.
- 6.6. Changes. The Partner shall not be entitled to make any changes to the Mews Services or Mews Platform with the exception of standard administration settings in line with the Documentation.
- 6.7. Hosting. The Partner acknowledges and agrees that specific Mews Services are hosted on Hosting Platform and that the Partner is aware of any technical or other limitations for use of Mews Services arising out of Terms of Hosting.

### 7. API - Third Party Services and Mews Marketplace

- 7.1. Mews API. The Partner may provide or authorise Mews to provide limited access to third persons to certain parts of the Mews Platform via Mews Application Programming Interface ("**Mews API**") on the basis of Mews API Terms and Conditions available at <https://mews-systems.gitbook.io/connector-api/> ("**Mews API Terms**"). The Partner also acknowledges that this Clause 7 applies also to any Third-Party Marketplace Product. Unless agreed otherwise in the respective Agreement, Mews provides only integration and not the service itself. Mews shall be entitled to remove any Third-Party Marketplace Product at any time and at its sole discretion.
- 7.2. Third party terms. Before using any of the third party integrations, the Partner is encouraged to (i) review the terms and data processing terms (if applicable) on the basis of which the relevant third party provides its product or service that is the subject of the integration; and (ii) to review the privacy and technical security of the product or service that is subject to integration. Mews trusts that the Partner has conducted the review according to Clause 7.2 hereof.
- 7.3. Acknowledgement. By employing any of the external integrations supported by Mews, the Partner acknowledges that (i) Mews has no control over the service or product which is the subject of the integration, (ii) Partner has read and understood the terms on the basis of which the relevant third party provides its product or service that is the subject of the integration, (iii) Partner consents that Mews shall transfer the data collected as a result of providing Partner with relevant services to the third party, (iv) Partner uses third party integration at its own risk.
- 7.4. Mews Liability. Mews shall not be held liable to and shall not accept any liability, obligation, or responsibility whatsoever for any loss or damage in connection with third party integrations. Mews has no control over such third parties and is not

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You'll have access to our services through a newly created or existing Mews account.

We'll provide you with access to our services "as is." For guarantees of availability and support, please see our SLA.

Our relationship is based on mutual trust and cooperation. If you don't fulfill your obligations, it can delay our delivery. However, neither side can violate our Agreement because of an event beyond our control.

We're only liable for direct damages to you up to the amount of platform fees paid to us for calendar month before an incident. We're not liable for any indirect damages or losses (such as loss of profit, loss of data, etc.).

You must inform us about any events that can affect your obligations to us and cooperate with us to overcome those events.

responsible for the content of their services. Mews provides the Partner with third party integrations only for the Partner's convenience. This does not imply any endorsement or any association with such third parties. Any concern regarding third party services should be directed to the responsible third party.

- 7.5. Indemnification. The Partner will defend and indemnify Mews against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third party legal proceeding arising from (i) Partner's misuse of third party integrations and (ii) violations of terms on the basis of which the relevant third party provides its product or service that is the subject of the integration.

### 8. Delivery and Warranty

- 8.1. Delivery of Mews Services. Mews shall provide Mews Services as specified in the Agreement by creating and/or authorising an already existing Mews Account for the Partner.

- 8.2. No Warranty. Unless stipulated otherwise in any relevant Agreement, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE MEWS PLATFORM, MEWS SERVICES, DOCUMENTATION AND ANY MEWS CONTENT ARE PROVIDED "AS IS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, MEWS EXPLICITLY DISCLAIMS ALL EXPRESS AND IMPLIED, STATUTORY, OR OTHERWISE, CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MEWS MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE MEWS PLATFORM, MEWS SERVICES, DOCUMENTATION, OR ANY MEWS' CONTENT. Mews makes no warranty that the Mews Platform, Mews Services, Documentation, or any Mews content will meet the Partner's requirements or be available on an uninterrupted, secure, virus-free or error-free basis. Mews makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of the Mews Platform, any service levels with respect to the Mews Platform, Mews Services, Documentation, or any Mews content. The Partner acknowledges and agrees that if the Partner relies on the Mews Platform, any service levels with respect to the Mews Platform, Mews Services, Documentation, or any Mews content, the Partner does so solely at its own risk.

### 9. Liability

- 9.1. Information duty. The Partner shall without any undue delay inform Mews about the occurrence of any event that may affect the due fulfilment of the obligation set out herein and shall undertake its best endeavours to cooperate with Mews to overcome such events.
- 9.2. Force majeure. Neither Party will be in violation of the Agreement or shall not be liable for failure or delay in performance to the extent caused by Force Majeure Event.
- 9.3. Relief Events. Where Mews' provision of any Mews Service, or performance of any obligation set out herein, is prevented as a direct or indirect result of any act or omission by the Partner ("**Relief Event**"), then Mews shall be granted an extension to all affected deadlines equal to the length of delay caused by the relevant Relief Event.
- 9.4. Liability limitation. NEITHER MEWS, ITS AFFILIATES, CONTRACTORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE MEWS PLATFORM OR MEWS SERVICES, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LITIGATION COSTS, LOSS OF DATA, GOODWILL, PRODUCTION, BUSINESS OPPORTUNITIES, OR REPUTATION, SERVICE INTERRUPTION, COMPUTER DAMAGE OR

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We can share confidential information with each other, but not with a third party unless (i) it's expressly agreed or (ii) we share the confidential information with employees, affiliates, or other persons who need such information in order to fulfill our Agreement.

We will protect each other's confidential information as if our own.

We retain all intellectual property rights connected to our services, the Mews Platform, and documentation. Only Mews has the right to change or modify our services or the Mews Platform.

We welcome suggestions and bug reports. If you suggest or report something, you agree that we can freely use your suggestion or report unless agreed otherwise.

SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF, OR IN CONNECTION WITH, THE AGREEMENT, OR FROM THE USE OF, OR INABILITY TO USE, THE MEWS PLATFORM OR MEWS SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MEWS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE. In no event shall Mews be liable to the Partner for more than the amount of any actual direct damages up to the amount corresponding to the Platform Fees payable by the Partner hereunder for the last calendar month preceding the first incident from which the liability arose. The Parties agree that this clause represents a reasonable allocation of risks. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE PARTNER. HOWEVER, IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

#### 10. Confidentiality

- 10.1. Neither Party will use any Confidential Information of the disclosing party except as necessary to exercise its rights or perform its obligations pursuant to the Agreement or as expressly authorised in writing by the other Party. Each Party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances shall each Party use less than reasonable care. Neither Party shall disclose the other Party's Confidential Information to any person or entity other than its officers, employees, consultants, contractors, legal advisors, and Affiliates who need access to such Confidential Information in order to effect the intent of the Agreement and who have entered into confidentiality agreements at least as restrictive as the requirements in this clause.

#### 11. Intellectual Property Rights and Data Protection

- 11.1. Intellectual Property Rights. Mews and its Affiliates, suppliers, and/or licensors, if applicable, shall own and retain all rights, title, and interest (including, but not limited to, all patent right, trademark rights, copyright, trade secrets, and any other intellectual property rights) in and to (i) the Mews Platform, Mews Services, Documentation, and all improvements, enhancements, or modifications thereto; (ii) any software, applications, inventions, or other technology developed in connection with the implementation of Mews Services, Mews Platform, or support by Mews; (ii) information derived from aggregated and anonymised data, and (iv) all intellectual property rights related to any of the foregoing. The Partner agrees that only Mews (or its Affiliates) shall have the right to enhance, alter, edit, adapt, or otherwise modify Mews Services and the Mews Platform. In case of any modification by the Partner, or in case of interconnection with another system, Mews shall not be liable for any errors and does not warrant the proper functioning of Mews Services and the Mews Platform. Any changes, implementations, and/or modifications of Mews Services or the Mews Platform may be performed only by Mews and/or with the previous written consent of Mews under the terms in the granted consent.
- 11.2. Reports and modifications. If the Partner provides Mews with any reports of defects and/or suggests modifications ("Report"), Mews shall have the right to use such Report, including incorporating such a Report into Mews Services or other software products, without any obligation to the Partner. Unless specifically agreed otherwise in writing, Mews reserves all rights and grants the Partner no licences of any kind, whether by implication or otherwise.

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The terms and conditions of data processing are described in the Data Processing Addendum which you can find at <https://www.mewssystems.com/data-processing-and-transfer-policy-for-partners>.

The Mews Platform generates information about the provision, use, and performance of our services. This information is anonymized and aggregated and doesn't contain any personal, confidential, or specific information about you or your business. We use this information in development and diagnosing issues.

We must both be legal entities with the legal capacity to enter into our Agreement. Our representatives should have the right to represent our respective entities.

All intellectual property connected to our services belongs to Mews and you must not misuse it by taking any actions described in this clause.

We can communicate with you by using an email address which is state in the agreement (or later on provided by you).

We can publicly refer to you as a Mews customer and use your trademark and logo. You can provide us with guidelines for such use.

11.3. Data Protection. Data protection is governed by the specific Data Processing Addendum which forms an integral part of the Agreement. The Data Processing Addendum is available at <https://www.mews.com/en/terms-conditions/data-processing-transfer-policy-partners>.

11.4. Artificial Intelligence Services. Notwithstanding anything to the contrary in the Agreement, Mews shall have the right to collect, track, and analyze data and other information relating to the provision, use, and performance of various aspects of the Mews Platform, Mews Services, and related systems and technologies (i.e., anonymized aggregate information derived from Customer or Partner), and Mews will be free (during and after the Term hereof) to (i) use such information and data to improve and enhance the Mews Platform, Mews Services, and all capabilities of artificial intelligence that will increase the performance and effectiveness of the services for Partners or for other development, diagnostic, and corrective purposes, in connection with the Mews Platform, Mews Services and other Mews offerings (or offerings of its Affiliates), (ii) to use such information and data to promote Mews Services and other Mews offerings (or offerings of its Affiliates), and (iii) make such data available in an aggregated and anonymized form (i.e., via so-called anonymized industry standard trends).

## 12. Representations, Warranties and Restrictions

12.1. General. Each Party represents and warrants to the other Party that: (i) such Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation; (ii) the execution, delivery, and performance of the Agreement constitutes the legal, valid, and binding obligation of such Party; and (iii) such Party has all requisite corporate power and financial capacity and authority to execute, deliver, and perform its obligations under the Agreement.

12.2. Restrictions. The Partner shall not (and shall not authorise or support any third party to): (i) modify, translate, reverse engineer, decompile, disassemble, or create any derivative works based on the Mews Platform or Mews Services, except to the extent that enforcement of the foregoing restrictions is prohibited by applicable Legislation; (ii) circumvent any user limits or other timing, use, or functionality restrictions built into the Mews Platform or Mews Services; (iii) remove any proprietary notices, labels, or marks from the Mews Platform or Mews Services; (iv) frame, embed, or mirror any content forming part of the Mews Platform or Mews Services; (v) access the Mews Platform or Mews Services in order to (a) build a competitive product or service, or (b) copy any ideas, modules, functions, or graphics of the Mews Platform or Mews Services; (vi) register, directly or indirectly trademarks, business names, or other designations of Mews (or related or similar business names or other designations); (vii) use Mews' intellectual property rights (or any related or similar logos and/or trademarks of Mews) for its benefit, e.g., by combination of Mews logos and/or trademarks with its own business name and/or company name or its own products or services; (viii) use the Mews Platform or Mews Services in a way that is prohibited by the Acceptable Use Policy.

## 13. Communication and References

13.1. Addresses of the Partner. Any and all communication addressed to the Partner (including any notice having a legal effect and all invoices) may be sent by electronic means (i) to the email address specified by the Partner in the Agreement or any other email address provided by the Partner or (ii) through Mews Account used by the Partner.

13.2. Partner References. Mews shall be entitled to publicly refer to the Partner as a user of Mews Services and use Partner's trademark and logo for this purpose.



We can suspend our services if payment is delayed for more than 10 days or in case of a serious breach of our Agreement or the Merchant Agreement.

Our Agreement continues for an unlimited period of time, unless ended as described in the Agreement:

1. with 1 month notice in writing without reason. (If you end the Agreement without reason, you must still fulfill any payment obligations to us.)
2. due to a serious breach of the Agreement or other significant events as described in this clause (bankruptcy, etc.). If you breach our Acceptable Use Policy (available at <https://www.mews.com/en/terms-conditions/acceptable-use-policy>) we can end our Agreement immediately upon notice.

If you have a negative balance after ending our Agreement, you must pay it within 14 days. A negative balance will accrue default interest as described in clause 5.3.

If we agree on an installation date but you cancel, you'll have to pay a cancellation fee in the amount of 60% of the fee for confirmed training and installation as specified in the Agreement.

#### 14. Term, Termination and Changes

- 14.1. Term. Unless otherwise specified in the Agreement, the Agreement is concluded for an unlimited period of time.
- 14.2. Termination for convenience. Both Parties may terminate the Agreement via a written notice with the notice period of one (1) month. The notice period shall start to run on the first day of the calendar month following delivery of the notice and come to an end upon the expiry of the last day of the relevant calendar month. By terminating the Agreement, Mews does not waive any of its rights to claim the unpaid Fees, other charges or any claim for damages. Notwithstanding Clause 5.1, if Mews terminates the Agreement for convenience pursuant to this Clause 14.2, the Partner shall have the right to receive a prorated refund of any Platform Fees prepaid by the Partner which fall under the period after effectiveness of the termination.
- 14.3. Suspension. Mews may suspend provision of Mews Services to the Partner in the event of (i) the Partner's delay with the payment of Fees for more than ten (10) days, (ii) the Partner's delay with the payment of any negative balance or deposit, or (iii) material breach of the Agreement by the Partner or (iv) as specified in the Merchant Agreement or similar agreement. Any other rights of Mews arising out of the Partner's breach remain unaffected. During suspension, Mews Services work as usual, but the Partner has no access to the Mews Account.
- 14.4. Termination. The Agreement may, in addition to the reasons stipulated in this Clause 14, be terminated as follows: (i) if either Party breaches any material term or condition of the Agreement and fails to cure such breach within thirty (30) days after receiving notice of the breach; (ii) a Party may terminate this Agreement with immediate effect, without prejudice to any rights or remedies available to, or obligations or liabilities of, the Parties at the date of termination, if: (a) the other Party shall pass a resolution for winding up or a court shall make an order to that effect; (b) the other Party shall cease to carry on its business or substantially the whole of its business; or (c) the other Party is declared bankrupt, has been granted suspension of payments or has entered into voluntary liquidation, insolvent, or makes or proposes to make any arrangement or composition with its creditors. The Partner shall provide a prior notice for discontinuing any integration connectivity and the reduction of associated fees. If the Partner breaches the Acceptable Use Policy, Mews may terminate the Agreement immediately upon notice; Mews shall notify the Partner of the breach of the Acceptable Use Policy prior to termination provided such notification is reasonable considering the nature of the Partner's breach and potential damages that may be caused by such breach. Upon expiration or termination of the Agreement, the Partner shall cease all use of the Mews Services. Mews may further terminate the Agreement under the terms and conditions of the Merchant Agreement.
- 14.5. Training and Installation Cancellation. If the Partner cancels their confirmed onsite training and installation dates within four (4) weeks of the agreed installation date, the Partner will incur a cancellation fee in the amount of 60% of the fee for confirmed training and installation as specified in the Agreement. Any pre-booked flights or travel expenses booked at any time will be charged accordingly.
- 14.6. Negative Balance. The Partner is obliged to pay and settle any outstanding amounts to Mews within fourteen (14) days upon termination of the Agreement. The Partner acknowledges that negative balance shall accrue default interest at the rate of 0.1% per day under Clause 5.3. of these Master Terms and Conditions.

## Non-legally binding summary

We can (i) change these terms and conditions, (ii) materially decrease Mews Services or (ii) change fees. You'll be informed at least 30 calendar days before such changes take effect. You can terminate our Agreement if you do not agree with these changes.

This section only applies if you agree to reselling in our Agreement. These clauses provide the specific terms of reselling. If we agreed to reselling, you should read this section carefully.

## Legally binding provisions of Master Terms and Conditions

14.7. Changes to the Master Terms and Conditions. These Master Terms and Conditions may be changed from time to time by Mews. If Mews makes a change to these Master Terms and Conditions Mews will inform the Partner at least thirty (30) calendar days before the effectiveness of the revised Master Terms and Conditions, unless change to the Master Terms and Conditions is required by applicable law, in which case shorter notice may apply. Mews may, but shall not be obliged, to notify the Partner of the changes made exclusively into the non-legally binding summary situated on the left side hereof.

14.8. Objection against Changes and Termination in case of Changes. If the Partner does not agree with the changes to the Master Terms and Conditions made in accordance with Clause 14.7 hereof, changes to Mews Services resulting in material degradation of Mews Services in accordance with Clause 3.9 hereof, or changes to Fees made in accordance to Clause 5.6 hereof ("**Changes**"), the Partner shall notify Mews in writing and may terminate the Agreement (i) as of the day of effectiveness of the respective Changes, or (ii) within 30 days as of receipt of the notification of the respective changes, depending on which occurs later. If no termination notice of the Partner is delivered to Mews prior to such date, the Partner is no longer entitled to terminate the Agreement for reasons listed in this Clause 14.8.

14.9. Mews Add-on's subscription termination. Parties may terminate the access or subscription for a respective Mews Add-on for convenience any time subject to the cancellation period. The cancellation period is specified in the product information for a given Mews Add-on and starts running from the date of Partner's cancellation request via Mews Marketplace. If the cancellation period is not specified in the product information for a given Mews Add-on, the access or subscription for a respective Mews Add-on may be terminated with immediate effect. Upon termination, Partner's access to Mews Add-on shall be suspended immediately. The Agreement shall survive any termination of subscription of Mews Add-on and shall remain in full force and effect. In the event the Agreement expires or is terminated, the subscription and/or provision of all Mews Add-ons terminates automatically.

### 15. Specific provisions applicable to Reselling

15.1. Application. This clause applies if the Parties specifically agreed on Reselling in the Agreement.

15.2. Reselling. If agreed in the Agreement, Mews shall provide Customers with accommodation and other Services on its own behalf, subject to limitations as stipulated herein and subject to applicable terms and conditions. In this context, Mews publishes Listing of offers for accommodation and other Partner Services to be supplied by the Partner. The Partner undertakes to provide Mews with the types of Partner Services for which Mews is expected to resell. Any fees shall be deducted by Mews to which the Partner irrevocably grants its consent.

15.3. Confirmation of Partner Services. Upon Customer's request for reservation of the Partner Services via the Mews Platform, Mews is entitled to confirm such a reservation to the Customer on its own behalf provided the requested Partner Services are available and all specified requirements of the relevant Partner's Listing have been fulfilled by the Customer's reservation.

15.4. Cancellation by the Partner. If, for whatever reason, the Partner cancels a Partner Service order which is confirmed, the Partner shall without any undue delay repay any and all amounts already collected to the respective Customer (this is also applicable when the Customer themselves have cancelled the reservation as a result of a Chargeback as defined in the Merchant Agreement). The Partner will fully indemnify, defend, and hold harmless Mews against any claims and all damages related to cancellation by the Partner under this clause.

15.5. Cancellation by the Customer. Mews shall be authorised to (i) permit the Customer to cancel the reservation and (ii) refund to the Customer a portion of

Applicable law and jurisdiction are stipulated in the agreement.

Customer Fees as specified in the applicable cancellation policy provided by Mews.

- 15.6. Repayment of Customer Fees. Mews shall, only in the Reseller model, pay to the Partner an amount corresponding to Customer Fees for the Provided Partner Service. Mews shall not have any obligation to pay the Partner such amount of Customer Fees until the corresponding payments are duly received by Mews from the Customer. The Partner hereby irrevocably grants consent to Mews to set-off any Fees against any amounts payable to Partner.
- 15.7. KYC verification. Partner will need to pass KYC (know your customer) verification in order to use the Mews Services. As part of the KYC verification process Partner shall provide complete, accurate and up-to-date information about its activities, shareholders, ultimate beneficial owners and other information as further stated in KYC Verification Form provided by Mews. Once all the required information is provided, Mews shall perform verification of Partner. Partner agrees that Mews may run further checks on Partner's identity, creditworthiness and background by contacting and consulting relevant registries and government authorities. As a result of Partner's verification Mews shall have the right, at its sole discretion, to accept or refuse providing Mews Services.
- 15.8. Changes to KYC information. Partner shall notify in advance Mews of any changes relating to information provided as part of the KYC verification process. As KYC requirements may be updated from time to time to ensure compliance with regulatory and other requirements, Partner shall provide without undue delay such additional information and supporting documentation to Mews.
- 15.9. Suspension and termination. The Partner acknowledges and agrees that (i) if KYC verification process cannot be duly completed for any reason or (ii) Partner does not notify Mews in advance of any changes according to clause above or (iii) Partner does not full any current or future KYC verification requirement, Mews may (a) suspend the provision of Mews Services to the Partner; or (b) limit the functionality available to a Partner until KYC verification process is duly completed or (c) terminate the Agreement with immediate effect.
- 15.10. Authorized disclosure of Partner's KYC Verification Form. Mews shall have the right to disclose KYC Verification Form completed by Partner to Mews' Affiliates and if required by law, to other third parties.
- 15.11. Deposit. Mews may require the Partner to provide a deposit or reserve to cover the risk of loss to Mews associated with reselling of the Partner Services. The Partner agrees that Mews is eligible to fund the reserve or deposit from repayment of Customer Fees or by requesting funds directly from the Partner; the Partner shall be obliged to provide funds without undue delay upon the request of Mews. Mews may retain the deposit or reserve during the Term and for a period of one (1) year after its termination.
- 15.12. Indemnification. Partner will fully indemnify, defend and hold harmless Mews and its Affiliates from and against any claims brought by a third party, especially the Customers, arising out of Reselling, the provision of accommodation and other Partner Services to the Customer and associated payments of Customers, including for all liabilities, damages, losses, cost, fees (especially Fees specified in this Cooperation Agreement), expenses, transactions, chargebacks, refunds, claims and associated fees.

## 16. Applicable law and dispute resolution

- 16.1. Applicable law. The Agreement shall be governed by and construed in accordance with the laws stipulated in the Agreement excluding the United Nations Convention on Contracts for the International Sale of Goods and conflicts of law rules.
- 16.2. Jurisdiction. Any dispute arising from or in connection with the Agreement, including a dispute regarding the existence, validity, or termination of the

## Non-legally binding summary

## Legally binding provisions of Master Terms and Conditions

Despite legal review, some parts of our Agreement could be shown to be invalid. In such a situation, the other parts of our Agreement remain valid.

You can't set-off any claim against our claim. We can set-off a claim against yours.

Mews may assign its rights and obligations in our Agreement to any Mews Affiliate or third party.

If neither side enforces any rights, neither side has waived those rights.

Only we, our respective successors, and assigned Affiliates or third parties may benefit from our Agreement.

These Master Terms and Conditions are part of our Agreement.

Agreement, or the consequences of its nullity, shall be finally decided by competent courts of a country stipulated in the Agreement.

### 17. Final provisions

17.1. Severability. If any provision in this Agreement is shown to be (or later becomes) illegal, unenforceable, invalid, inefficient, or inapplicable, it will not affect other provisions hereof that will remain valid and effective.

17.2. Set-off. The Partner is not authorised to offset any of its claims against any of Mews' claims, nor is it authorised to retain payments, in any manner, intended for Mews regardless of the nature and/or purpose of such payments. Mews is authorised to offset its claims against the claims of the Partner.

17.3. Assignment. The Partner hereby grants its consent to the assignment of the rights and the assumption of the obligations of Mews that arise hereunder to any Mews Affiliate or any third party. For avoidance of any doubt, the Partner may assign the Agreement or any of its rights, interests, or obligations under the Agreement to any third party exclusively with the prior written approval of Mews.

17.4. Waiver. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

17.5. No third-party Beneficiaries. The provisions of the Agreement will be binding upon and inure to the sole benefit of the Parties, their respective successors and permitted assigns, and it will not be construed as conferring any rights to any third party.

17.6. Entire Agreement. The Agreement, including these Master Terms and Conditions and other applicable terms to the relation of Parties as mentioned herein constitutes the entire agreement between Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties.