

## WEBSITE TERMS OF SERVICES

### INTRODUCTION

Welcome to <http://www.beyond-hospitality.com> (the "Website"). BEYOND Hospitality Group AG (and the entities it controls, collectively "BEYOND Hospitality") provide the Website, including any Content (defined below), to you, subject to the following Terms of Service and any documents referred to in them ("TOS"), which may be updated by BEYOND Hospitality from time to time without notice to you. You should review the TOS regularly at <http://www.beyond-hospitality.com>. By accessing the Website and/or any pages thereof, you signify your agreement with and understanding of the TOS and any changes to them. If you do not agree to the TOS, do not access the Website.

### 1. TOS AND ADDITIONAL LEGAL REQUIREMENTS

In addition to the TOS, when using particular BEYOND Hospitality services, you and BEYOND Hospitality may be subject to any guidelines and rules applicable to such services which may be posted by BEYOND Hospitality from time to time. All such guides and rules are hereby incorporated by reference into the TOS. In most cases the guides and rules are specific to a particular part of the Website and will assist you in applying the TOS to that part, but to the extent of any inconsistency between the TOS and any guide or rule, the TOS will prevail. Unless explicitly stated otherwise, any new features that augment or enhance the current Website shall be subject to the TOS.

### 2. YOUR RESPONSIBILITY FOR INTERNET ACCESS

In order to use the Website, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of the TOS, and that they comply with them.

### 3. YOUR REGISTRATION OBLIGATIONS

Certain areas of the Website may require registration. In respect of your use of these areas of the Website, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide, or BEYOND Hospitality has reasonable grounds to suspect that you have provided, any information that is untrue, inaccurate, not current or incomplete, or BEYOND Hospitality otherwise reasonably considers that you have failed to comply with any provisions of these TOS, BEYOND Hospitality has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

### 4. PRIVACY POLICY

By using the Website you or any person you allow to access and use your account may provide BEYOND Hospitality with certain personal data, including the Registration Data, financial data in connection with any transaction you complete and certain other information about you. By submitting your personal information to the Website, you agree (and shall ensure that each other person whose data is provided agrees) to BEYOND Hospitality's use of such data (i) in accordance with the Sales Regulations, or other uses which are disclosed to which you indicate consent, (ii) in accordance with BEYOND Hospitality's Privacy Policy set out at <http://www.beyond-hospitality.com> for the purpose of disclosure to BEYOND Hospitality's affiliates, employees, agents, representatives and third party organisations worldwide for the purpose of providing the Website to you in an efficient manner (including to countries which may not afford the same level of protection of such data as the country from which you provided the information); (iv) for the purpose of properly administering your account in accordance with the standard operating procedures of BEYOND Hospitality or its affiliated or service companies (including without limitation contacting you about the Website, your account, these TOS); or (v) if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce the TOS, respond to claims that any Content violates the rights of third-parties, or protect the rights, property, or personal safety of other users or the public.

### 5. MEMBER ACCOUNT, PASSWORD AND SECURITY

If you register on this Website to receive official documents, you may receive a password and account designation. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify BEYOND Hospitality of any unauthorised use of your password or account and any other breach of security; and (b) ensure that you exit from your account at the end of each session. BEYOND Hospitality cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

## **6. INDEMNITY**

You agree to indemnify and hold BEYOND Hospitality and its subsidiaries, affiliates, licensors, licensees, officers, agents, and other partners, and employees, harmless from any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including without limitation reasonable legal fees, that may arise in connection with: (i) your use of and access to the Website; and (ii) your failure to comply with any provision of the TOS.

## **7. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial or non-commercial purposes, any portion of the Website, use of the Website, or access to the Website, without the prior written consent of BEYOND Hospitality. Should you be interested in reproducing, duplicating or copying any of the content of the Website, please contact BEYOND Hospitality via email.

## **8. MODIFICATIONS TO SERVICE**

BEYOND Hospitality reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. You agree that BEYOND Hospitality shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website. Although BEYOND Hospitality will take reasonable care in ensuring the Content is up to date, any of the Content may be out of date at any given time, and BEYOND Hospitality is under no obligation to update such Content.

## **9. TERMINATION**

You agree that BEYOND Hospitality may in its sole discretion, terminate your password, account (or any part thereof) or use of the Website, and remove and discard any Content within the Website, for any reason, including, without limitation, for lack of use or if BEYOND Hospitality believes that you have violated or otherwise not complied with any provision of, the TOS. BEYOND Hospitality may also in its sole discretion and at any time discontinue providing the Website, or any part thereof, with or without notice. You agree that any termination of your access to the Website under any provision of this TOS may be effected without prior notice, and acknowledge and agree that BEYOND Hospitality may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Website. Further, you agree that BEYOND Hospitality shall not be liable to you or any third-party in any way for any termination of your access to the Website.

## **10. DEALINGS WITH ADVERTISERS AND MERCHANTS**

Your correspondence or business dealings with, or participation in promotions of, any third party advertisers and merchants found on or through the Website or emails generated as a result of Registration on the Website, including payment for and delivery of related goods or services by third parties, and any other terms, conditions, warranties or representations associated with such third party dealings, are solely between you and such third party advertiser or merchants. To the fullest extent permitted by applicable law, you agree that: (a) BEYOND Hospitality shall not be responsible or liable for any loss or damage of any kind incurred as the result of any such third party dealings or as the result of the presence of such advertisers and merchants on the Website or emails generated as a result of Registration on the Website, and (b) any orders placed by you on, and any third party product specifications and product availability are subject to confirmation by, and the terms and conditions of business of, the relevant third party advertiser or merchant. You agree to destroy any Content and any copies thereof displayed on your website or otherwise held by you as soon as practicable following receipt of a request from BEYOND Hospitality to do so.

## **11. LINKS**

The Website may provide, or third parties may provide, links to other websites or resources. Because BEYOND Hospitality has no control over such sites and resources, you acknowledge and agree that BEYOND Hospitality is

not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such third party sites or resources. You further acknowledge and agree that BEYOND Hospitality shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party content, goods, services or any other material available on or through any such site or resource. Without the prior written consent of BEYOND Hospitality, you agree that you will: (a) not establish any link to the Website, (b) not to include the Website into the frame of another website; (c) not to create any third party association with the Website; and (d) ensure that any link approved in writing in advance by BEYOND Hospitality does not state or imply that BEYOND Hospitality approves of, sponsors or endorses any other website activity, company or entity, or present BEYOND Hospitality and/or its activities in a false, misleading, defamatory or derogatory manner or otherwise damage BEYOND Hospitality's reputation or takes advantage of it. Any link to the Website that may be approved by BEYOND Hospitality does not permit you to use any BEYOND Hospitality and/or third party content, names, logos, pictures or trademarks, unless separately and previously agreed to in writing by the relevant rights-holder. BEYOND Hospitality reserves the right to require you to remove any link to the Website without notice.

## **12. PROPRIETARY RIGHTS**

You acknowledge and agree that the Website, any necessary software used in connection with the Website ("Software"), and the Content, including without limitation the Content contained in any advertisements or information presented to you through the Website or advertisers the trademarks, service marks and logos contained in the Content, are owned by or licensed to BEYOND Hospitality, and contain proprietary and confidential information that is protected by applicable intellectual property and other laws. BEYOND Hospitality has absolute editorial control over all such Content. BEYOND Hospitality grants you permission to view, store, print, reproduce and distribute any pages or download any material from the Website for personal non-commercial use only provided that (a) BEYOND Hospitality's status (and that of any identified contributors) as the authors of the Content is always acknowledged; (b) you include a link to these TOS and applicable Sales Regulations with any reproduction; and (c) such Content is displayed in accordance with any relevant requirements as may be notified to you by BEYOND Hospitality from time to time. Except as expressly authorised by BEYOND Hospitality or its advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website or the Software, in whole or in part.

BEYOND Hospitality grants you a personal, non-transferable and non-exclusive right and licence to use the object code of its Software for the purposes of using the Website in the manner permitted by these TOS, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. The foregoing is subject to applicable statute and other express law. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorised access to the Website. You agree not to access the Website by any means other than through the interface that is provided by BEYOND Hospitality for use in accessing the Website.

## **13. VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence in a number of different jurisdictions. We may report any such breach to the relevant law enforcement authorities and we may co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

## **14. DISCLAIMERS**

You expressly acknowledge and agree that:

A. Your use of the website is at your sole risk. The website are provided on an "As is" and "As available" basis. To the fullest extent permitted by applicable law, BEYOND Hospitality expressly disclaims all warranties, conditions and other terms of any kind, whether express or implied, including but not limited to any implied term of accuracy, merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of services to a standard of reasonable care and skill or as to non-infringement of any intellectual property right.

B. BEYOND Hospitality makes no warranty or representation that (i) the website will meet your requirements, (ii) the website will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the website will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the website will meet your expectations, and (v) any errors in the software will be corrected.

C. Any material downloaded or otherwise obtained through the use of the website is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

D. No information, whether oral or written, obtained by you from BEYOND Hospitality or through or from the website shall create any warranty or other obligation not expressly stated in the TOS and BEYOND Hospitality disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to the website or by anyone who may be informed of any of its contents.

## **15. LIMITATION OF LIABILITY**

You expressly acknowledge and agree that BEYOND Hospitality shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if BEYOND Hospitality has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the website; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the website; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the website; (v) results of the website, any websites linked to it and any materials posted on it; or (vi) any other matter relating to the website.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the website of these TOS must be filed within one (1) year after such claim or cause of action arose. If you do not do so you expressly waive any right you have to do so.

## **16. EXCLUSIONS AND LIMITATIONS**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 14 and 15 may not apply to you. Nothing in these TOS shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of BEYOND Hospitality or any other liability which cannot be excluded or limited under applicable law.

## **17. NOTICES**

Notices to you may be made via either email or by post at the relevant email or postal address provided by you to BEYOND Hospitality from time to time. The Website may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Website.

## **18. TRADEMARK AND COPYRIGHT INFORMATION**

A. The Website, the Content, and name and logo of BEYOND Hospitality are trademarks and copyright material of BEYOND Hospitality (the "BEYOND Hospitality Marks"). You agree not to display or use the BEYOND Hospitality Marks in any manner without BEYOND Hospitality's prior written permission. All rights of reproduction and distribution are reserved.

B. Certain information, trademarks, copyrights and photographs on the Website are licensed to BEYOND Hospitality by other third parties. All rights of reproduction and distribution are reserved.

## **19. GENERAL INFORMATION**

These TOS (including the guides, rules and other terms referred to herein) constitute the entire agreement between you and BEYOND Hospitality in relation to their subject matter, superseding and extinguishing any prior

agreements, arrangements, undertakings of any nature, between you and BEYOND Hospitality, whether oral or written in relation to such subject matter. You may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and BEYOND Hospitality shall be governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

Any failure by BEYOND Hospitality to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found to be invalid, the parties nevertheless agree that the parties' intentions as reflected in the provision shall be given effect to the fullest extent practicable, and the other provisions of the TOS remain in full force and effect. The section titles in the TOS are for convenience only and have no legal or contractual effect.

You may not assign or transfer any of your rights or obligations, or subcontract the performance of any of your obligations, under these TOS. BEYOND Hospitality may assign or transfer any right or obligation, or subcontract the performance of any of its obligations, under these TOS to any third party at any time without your consent (such consent hereby being given).

## **20. VIOLATIONS**

Please report any violations of the TOS to BEYOND Hospitality via email: [info@beyond-hospitality.com](mailto:info@beyond-hospitality.com)

## **21. SOCIAL MEDIA**

The Website includes features such as social media features. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Please see our cookie policy at <http://www.beyond-hospitality.com> for further details. The social media features and widgets are either hosted by a third party or hosted directly on our site. Your interactions with these features are governed by the privacy policy of the company providing it.