

TERMS AND CONDITIONS FOR BUSINESS PARTNERS

Introduction

These terms apply when you use Allbookers.com. By using our platform, you agree to these terms.

Services Provided

Allbookers.com allows property owners and travel service providers to manage their listings and reservations globally.

1. Definitions

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout the Agreement unless the contrary intention appears:

"Accommodation" refers to the entity (either a legal person or a natural person) that is a party to the Agreement. If different, it also means the property associated with the Agreement that the entity is contracting for, and to which these Terms apply.

"Accommodation Information" encompasses the details provided by and related to the Accommodation for display on the Platform. This includes images, photos, and descriptions; information about amenities and services; details on available rooms for booking; rate information (including all relevant Taxes, unless otherwise mandated by law, and any additional fees); availability, cancellation, and no-show policies; other relevant policies and restrictions; and any other details that Allbookers.com is legally required to present on the Platform.

"Booking": An electronic agreement made through the Allbookers.com Platform between the Client (Hotelier) and a Guest for a stay at the Client (Hotelier) 's Property.

"Client (Hotelier) ": An individual or legal entity that registers and manages a Property on the Allbookers.com Platform and uses the Platform's services to manage bookings and promote their Property.

"Commission": The fee paid by the Client (Hotelier) for the services provided by Allbookers.com, including booking facilitation and other related services.

"Connectivity Partner": A company or individual providing services for the integration and connection of information between the Allbookers.com Platform and other systems to enhance the functionality and efficiency of booking services.

"Connectivity Services": Services that enable the connection and integration of information between the Allbookers.com Platform and other management systems or related services.

"Customer Data": Personal information and other data collected and stored by the Platform about **Client (Hotelier)** and Guests, including but not limited to names, addresses, contact information, and payment details.

"Guest": An individual who makes a Booking for a stay at the Client (Hotelier) 's Property through the Allbookers.com Platform.

"Management Panel": The tool provided by Allbookers.com that allows **Client (Hotelier)** to manage and update their Property information, including pricing, availability, bookings, and communications with Guests.

"Platform": Refers to Allbookers.com, an online system that enables the registration, management, and promotion of properties via the internet and provides related services for **Client (Hotelier)** and Guests.

"Property": Any accommodation unit registered on the Allbookers.com Platform, including but not limited to hotels, apartments, villas, and vacation homes, offered for booking by **Client (Hotelier)** on behalf of their owners.

"Related Services": Additional services provided by the Platform beyond the standard booking and management functionality, including but not limited to marketing services, data analytics, and technical support.

"Room Price": The price set by the Client (Hotelier) for an accommodation unit at their Property, as defined in the Management Panel and displayed on the Platform for Guests.

2. Purpose of the Agreement

2.1 Description of the Service Provided by Allbookers.com

2.1.2 Allbookers.com provides a comprehensive online platform designed for property owners and hoteliers to manage their accommodations and bookings effectively. The platform offers a range of features including:

- I. Property Listing Management:** Allows users to create and maintain detailed listings of their properties, including descriptions, photos, and amenities.
- II. Booking Management:** Facilitates the handling of reservations, including accepting, modifying, and canceling them as needed.
- III. Pricing and Availability Control:** Provides tools for setting and updating pricing and availability in real-time.
- IV. Promotion and Visibility:** Enhances property exposure through various marketing and promotional tools to attract potential guests.
- V. Technical Support:** Offers support to assist with any issues related to the use of the platform.

2.2 Purpose of the Agreement and Use of the Platform by the Client (Hotelier)

2.2.1 The purpose of this Agreement is to outline the terms and conditions under which the Client (Hotelier) will use the Allbookers.com platform. This includes:

- I. Advertising and Managing the Property:** The Client (Hotelier) agrees to utilize the platform for listing and managing their property, ensuring that the information is accurate and up-to-date.
- II. Handling Bookings:** The Client (Hotelier) will use the platform to accept, modify, and manage bookings made by guests.
- III. Maintaining Pricing and Availability:** The Client (Hotelier) is responsible for setting and updating the pricing and availability of their property through the platform.
- IV. Compliance with Platform Policies:** The Client (Hotelier) must adhere to the platform's terms, policies, and guidelines to ensure proper use and to maintain the quality and integrity of the services provided.

3. Rights and Obligations of the Parties

3.1 Obligations of Allbookers.com

3.1.1 Allbookers.com will ensure uninterrupted and reliable access to its platform to enable the Client (Hotelier) to manage their property and reservations efficiently. This access includes the use of the Management Panel, panel.allbookers.com, which the Client (Hotelier) will use to update property information and manage reservations.

3.1.2 Additionally, Allbookers.com will provide technical support. This support is dedicated to assisting the Client (Hotelier) in using the platform and resolving any issues that may arise during the operation of the platform. Technical support includes help with technical issues, system errors, and problems related to platform access.

3.1.3 To protect the Client (Hotelier) 's data and property information, Allbookers.com will take necessary measures for data security. This includes the use of advanced encryption technologies and other security measures to protect the Client (Hotelier) 's personal and financial information from unauthorized access, loss, or damage.

3.1.4 Allbookers.com will also employ various marketing strategies to promote the Client (Hotelier) 's property on the platform and other potential networks. Promotion includes featuring the property in the platform's search listings and may include promotional campaigns and relevant advertisements.

3.2 Obligations of the Client (Hotelier)

3.2.1 The Client (Hotelier) is responsible for the proper use of the platform in accordance with Allbookers.com's guidelines and policies. The Client (Hotelier) must ensure that their use of the

platform complies with legal requirements and ethical standards. The Client (Hotelier) is responsible for any activity that occurs on their account and for assisting in resolving issues that arise during the use of the platform.

3.2.2 To ensure that their property information is accurate and up-to-date, the Client (Hotelier) must keep their property information, including prices, availability, and other details, accurate and regularly updated. Any changes to the property information must be reflected on the platform immediately after they occur.

3.2.3 The Client (Hotelier) must adhere to all terms and policies of the Allbookers.com platform, including policies regarding prices, availability, reservations, and cancellations. Any violation of the platform's terms and policies may result in disciplinary measures, including suspension of access to the platform.

4. Registration and Use of the panel.allbookers.com Platform

4.1 Process for registering the property: Property registration on the Allbookers.com platform is managed by our marketing team and involves completing all necessary information for its inclusion in the system. Our team will collect and register the complete property information, including the name, address, type of accommodation, description, and any other relevant details. After completing the registration, a request will be sent to sign the relevant Agreement if the required information is not complete. The Agreement will come into effect only after your approval and signature.

4.2 Steps to Follow to Use the Management Panel and Update Property Information

- I. Log In to the Management Panel:** After the successful registration of the property and signing of the Agreement, you will receive login credentials for the management panel at panel.allbookers.com. Use these credentials to access the system and start managing your property.
- II. Update Property Information:** In the management panel, you will have the option to update your property information, including prices, availability, accommodation descriptions, and photos. Ensure that the information is accurate and up-to-date to provide a good experience for Client's (Hotelier).
- III. Manage Reservations:** The panel offers the ability to manage reservations, including accepting, modifying, and canceling reservations. You will be able to view and handle all reservations in one place and communicate with **Client (Hotelier)** regarding any important information about their stay.
- IV. Review Reports and Analytics:** The panel also provides reports and analytics on the daily performance of your property. This information is useful for monitoring activity

and making necessary improvements to maximize exposure and profitability of your property.

5. Management of Reservations and Prices

5.1 Setting and Managing Prices and Availability by the Hotelier: The hotelier is responsible for setting and managing the prices and availability of accommodations on the Allbookers.com platform. This process includes setting prices for different periods, offering special rates or promotions, and determining availability based on their needs and preferences. The hotelier is also responsible for updating information in the management panel to reflect changes in prices and availability, ensuring that the information is always accurate and compliant with the platform's policies.

5.2 Policies for cancellations and changes in bookings: The Allbookers.com platform offers flexibility in managing cancellation and modification policies for reservations. The hotelier must define and publish policies for cancellations and modifications in accordance with the platform's rules and their preferences. These policies must be clear and understandable for **Client (Hotelier)** and provide detailed information about deadlines and conditions for canceling or modifying reservations. The hotelier is responsible for adhering to these policies and ensuring that all cancellation and modification requests are handled in accordance with the established rules.

5.3 Payment and Commission Procedures: Payments for reservations will be processed in accordance with the procedures and deadlines set by the Allbookers.com platform. All reservations will be processed with credit card information, and payment will be made directly upon completion of the reservation. This means that reservations are secure, and payments will always be managed by Allbookers.com. Commissions for the provided services will be automatically deducted from reservation payments and will be detailed in the management panel. The hotelier is responsible for verifying the accuracy of payments and commissions and ensuring that all transactions are completed properly and in compliance with the platform's terms.

5.3.1 Overbookings: Allbookers.com ensures that it manages payments through the platform and takes responsibility for any overbookings. This means that in cases of overbookings, Allbookers.com will take the necessary steps to resolve the situation and assumes responsibility for the process. In the event of overbooking, Allbookers.com will handle the issue and ensures that the guest is accommodated. If necessary, the hotel will cover the additional cost of accommodating the guest in a higher-standard property than the one originally booked.

6. Payments and Fees

6.1 Fee and Commission Structure of the Platform: Allbookers.com implements a clear fee and commission structure for its services. The commission for each reservation made through the

platform is 10% of the total reservation amount. This commission applies to each transaction and is included in the final payment that the hotelier will receive after the reservation is fulfilled. The fee and commission structure may be updated by the platform, and its details will always be available in the management panel.

6.2 Payment Methods and Deadlines: Payments for reservations will be made via credit cards and will be processed automatically immediately after the reservation is completed. The hotelier will receive their payments in accordance with the deadlines specified in the Agreement. Payments will be transferred to the hotelier's bank account according to the payment cycle set by the platform, which may be monthly or at other intervals as agreed.

6.3 Monthly Reservation Invoices: On the 1st of each month, Allbookers.com will compile all reservations made during the previous month and will automatically generate an invoice for these reservations in the following month. The invoice will include the 10% commission for each reservation. The invoice will be available to the hotelier and will contain all necessary information for the payment of commissions. In cases of no-shows or prepaid bookings, options will be provided to discuss and resolve issues related to reservations in accordance with the platform's policies.

6.4 Policies on payment delays or unpaid commissions: In cases of late payments or unpaid commissions, Allbookers.com will follow the procedures set out to handle these situations. The hotelier is responsible for paying all unpaid commissions according to the specified deadlines. In cases of delays, the platform may apply penalties specified in the Agreement, including additional fees for late payment. In the event of ongoing delays in payments, Allbookers.com reserves the right to suspend or terminate services until all financial obligations are settled.

7. Security and Data Protection

7.1 Data Protection for Client (Hotelier) and Properties: Allbookers.com is committed to protecting and securely maintaining Client (Hotelier) and property data in a reliable manner. The data we collect includes personal and financial information of Clients (Hotelier), as well as property data registered on the platform. This data is stored in compliance with applicable data protection legislation and the highest security standards. The data will be used only for the purposes for which it was collected and will not be distributed or used for other purposes without the Client's (Hotelier) consent.

7.2 Security Measures for Personal and Financial Data: Allbookers.com implements advanced security measures to protect the hoteliers' personal and financial data. These measures include the use of encryption technologies to safeguard information during transmission and storage on our servers. Additionally, the platform uses access control mechanisms and strict procedures to ensure that only authorized individuals have access to sensitive data. In the event of any risk or breach of

the system, Allbookers.com will take immediate action to address and resolve security issues and will notify **Client (Hotelier)** and relevant authorities as required by law.

8. Legal Responsibilities

8.1 Responsibilities for Non-Compliance with Agreement Terms: Each party is obligated to adhere to all terms and provisions set forth in this Agreement. In the event of non-compliance with the Agreement terms by the Client (Hotelier) , Allbookers.com has the right to take appropriate measures to rectify the breaches, including but not limited to, suspending access to the platform, suspending services, or terminating the Agreement. The Client (Hotelier) is responsible for compensating any damages caused as a result of non-compliance with the Agreement terms and for covering any expenses related to resolving issues created by their breaches.

8.2 Limits of the Platform's Liability for Reservations or Other Client (Hotelier) -Related Issues: Allbookers.com will be responsible for providing a reliable platform and fulfilling its obligations under this Agreement. Allbookers.com takes full responsibility for any instance of overbooking and will take the necessary steps to resolve such situations as outlined in the Agreement. However, the platform will not be liable for any direct or indirect damages that may result from other bookings, problems with bookings, or other issues related to clients or property data. In accordance with applicable law, Allbookers.com's liability will be limited to the amount representing the fees paid by the client for the services provided by the platform. The client acknowledges and understands that any issue related to bookings, payments, or any other problem will be addressed through the procedures outlined in this Agreement and with the assistance of the platform's technical support, according to the specified terms.

9. Termination of the Agreement and Property Closure

9.1 Termination Conditions

9.1.1 Commencement and Termination of the Agreement: Unless otherwise specified, the Agreement will commence on the date of acceptance by the Property and will continue for an indefinite period.

9.1.2 Termination by the Client (Hotelier) : The Client (Hotelier) has the right to terminate the Agreement if Allbookers.com fails to fulfill its obligations in accordance with the terms of the Agreement. The Client (Hotelier) must provide written notice to contract@allbookers.com for termination of the Agreement and provide a remedy period to address the raised issues if necessary.

9.1.3 Termination by Allbookers.com: Allbookers.com has the right to terminate the Agreement if the Client (Hotelier) breaches the terms of the Agreement, including but not limited to, non-compliance with platform policies, providing inaccurate information, or any action that damages

the platform's reputation. Allbookers.com will notify the Client (Hotelier) of the breaches and offer a remedy period, except where the breach is severe and unacceptable, in which case no remedy period is required.

9.2 Immediate Termination and Property Closure

9.2.1 Immediate Termination: Either Party may terminate the Agreement (and close the Property on the Platform) or limit or suspend (all or part of the obligations, commitments, and responsibilities) under this Agreement with the other Party, with immediate effect and without the need for a notice of breach in the event of: (i) a legal or regulatory obligation; (ii) an imperative reason in accordance with applicable law; (iii) a repeated breach of the Agreement by the other Party; or (iv) a significant (actual or suspected) breach by the other Party of any term of this Agreement, instances of illegal or inappropriate content, fraud, provision of false information, or receipt of a significant number of complaints from Guests; or (v) (a submission or filing of a bankruptcy petition, or suspension of payments, or any similar action or event related to the other Party.

9.3 Notice and Payment After Termination

9.3.1 Notice of Termination: Any notice or communication from Allbookers.com regarding the "closure" (or similar suspend) of the Property on the website will imply the termination of the Agreement. After the termination or suspension of the Agreement, the Property must honor any unpaid reservations for Guests and pay all commissions (including costs, expenses, and interest if applicable) that are due for these reservations in accordance with the terms of the Agreement. Following the termination or suspension of the Agreement, and notwithstanding Allbookers.com's right to remove the Property from the Platform, Allbookers.com may retain and store the property page on the management Platform, not displaying it publicly but marking the availability as "suspend" pending full and final payment of any outstanding amounts (including any Commission).

10. General Provisions

10.1 Amendments to the Agreement: Amendments to this Agreement can only be made with the written agreement of both parties. Any changes or additions to the Agreement will be valid only if documented and signed by authorized representatives of both parties. If a change is necessary to meet new legal or regulatory requirements, the parties will collaborate to make the necessary updates to the Agreement and will inform each other of such changes as soon as possible.

10.2 Transfer of Rights and Obligations (Change of Ownership): If the owner of a property wishes to transfer ownership to another party, they must follow the procedure outlined below to request a transfer of ownership through the platform panel.allbookers.com:

- I. Ownership Transfer Request:** The current owner must submit a request for the transfer of ownership through the available option on panel.allbookers.com. This request should include complete information about the proposed new owner and all other relevant details related to the property.
- II. Verification:** Allbookers.com will conduct the necessary verifications to confirm the identity of the new owner and to ensure that the property transfer complies with the platform's policies and procedures.
- III. Approval and New Agreement:** Once verifications are completed and the request is accepted, Allbookers.com will issue a new Agreement that will include the new property details, the new owner's name, and any other relevant information. The new Agreement will replace the existing Agreement and will take effect upon being signed by both parties.
- IV. Notification to the New Owner:** After the approval and signing of the new Agreement, the new owner will be notified and will gain access to the management panel to continue managing the property and bookings in accordance with the new Agreement terms.

11. Ranking, Guest Reviews and Marketing

11.1 Ranking: Allbookers.com aims to display search results that are relevant to each individual Guest by offering a personalized ranking of properties on the platform. This system may include criteria for ranking properties in search results and may be based on various factors such as service quality, user experience, and overall property performance. Allbookers.com reserves the right to change the ranking algorithm in accordance with the platform's needs and to ensure a satisfactory user experience.

11.2 Guest Reviews: Guests who have stayed or had an experience at a property will be asked by Allbookers.com to provide feedback and a rating on specific aspects of their experience with the property. Allbookers.com may publish these reviews on the platform. Allbookers.com acts as a distributor and not a publisher of these reviews. Allbookers.com will evaluate Guest reviews in accordance with applicable policies. Allbookers.com will not be responsible for the reviews displayed or not displayed on the platform in accordance with applicable law.

11.2.1 Allbookers.com may, at its sole discretion, keep reviews hidden from display on the platform, remove reviews, or request a Guest to provide a revised version of a review if it contains or refers to any content that Allbookers.com deems inappropriate and/or offensive, including but not limited to: (i) politically sensitive comments; (ii) illegal activities; (iii) personal or sensitive information (e.g., emails, addresses, phone numbers, or credit card information); (iv) links to other websites; (v) inappropriate language, sexual references, hate speech, discriminatory comments, threats, insults, or references to violence.

11.2.2 Property owners must not manipulate or attempt to manipulate Guest reviews (e.g., by paying for positive reviews or posting fake reviews for a competing property).

11.2.3 Guest reviews are for the exclusive use of Allbookers.com. Property owners are not entitled to use Guest reviews directly or indirectly in any way without prior written approval from Allbookers.com.

11.3 Online Marketing

11.3.1 Allbookers.com engages in online marketing campaigns at its own cost and discretion and may promote the property using the property's name in such marketing, including email marketing.

11.3.2 If the property owner becomes aware of any third-party platform behavior that infringes on their intellectual property rights, they must immediately notify Allbookers.com in writing with details of the behavior, and Allbookers.com will use reasonable commercial efforts to ensure that the third party takes appropriate measures to address the infringement.

11.3.3 The property owner agrees not to use, directly or indirectly, the Allbookers.com brand/logo (including the business name, trademark, service mark, or any other similar sign of identity or source) for comparative pricing purposes or for any other purpose, whether on the property's platform or on any third-party platform, system, search engine, or otherwise, unless previously approved in writing by Allbookers.com.

12. Miscellaneous

12.1 Indemnification by the Client (Hotelier) : The Client (Hotelier) agrees to indemnify, defend, and hold harmless Allbookers.com, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, indemnities, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to (i) any breach of any term of the Agreement by the Client (Hotelier) ; (ii) any claim made by Guests related to the Property; (iii) any violation of applicable laws or regulations by the Client (Hotelier) ; and (iv) any negligence or misconduct by the Client (Hotelier) .

12.1.1 Indemnification by Allbookers.com: Allbookers.com agrees to indemnify, defend, and hold harmless the Client (Hotelier) from and against any and all claims, liabilities, indemnities, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to (i) any breach of any term of the Agreement by Allbookers.com; (ii) any violation of applicable laws or regulations by Allbookers.com; and (iii) any negligence or misconduct by Allbookers.com.

12.2 Limitation of Liability: Except as otherwise provided in the Agreement, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, or punitive damages, including but not limited to, loss of profits, loss of business, or loss of data, arising from or in

connection with the Agreement, regardless of the cause of action, even if such damages were foreseeable or if the Party was advised of the possibility of such damages.

12.2.1 Maximum Liability Limit: The maximum liability of either Party for any claim arising from or in connection with the Agreement shall be limited to the amount of fees paid by the Client (Hotelier) to Allbookers.com under the Agreement during the six (6) month period immediately preceding the event giving rise to the claim.

12.3 No Liability for Third-Party Services: Allbookers.com shall not be liable for any issues or damages arising from the use of third-party services or products not provided directly by Allbookers.com, including but not limited to, payment processing services, external booking platforms, or other third-party integrations.

12.4 Force Majeure: Neither Party shall be liable for any failure to perform its obligations under the Agreement if such failure is due to events beyond its reasonable control, including but not limited to, natural disasters, war, terrorism, strikes, or other unforeseen events.

12.5 Legal Actions

12.5.1 Dispute Resolution: Any dispute arising from or in connection with the Agreement shall be resolved in accordance with the dispute resolution process outlined in the Agreement, including any requirement for mediation or arbitration, if applicable.

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