

Service Agreement

This Service Agreement is made between **Feliz Hotel Boracay** (herein referred to as 'the Client') as described in the Organization Information below, of the one part and STAAH Ltd the developer/owner whose registered office is at PO Box 302-380, North Harbour, Auckland 0751, New Zealand (herein referred to as 'the Company').

The Client enters into the service agreement subject to the Terms and Conditions attached hereto. By accepting the Service Agreement, the Client signifies that its authorized representative has read the Terms and Conditions and that the Client irrevocably and unconditionally accepts and agrees to be bound by them.

Bill To Name Feliz Hotel Boracay

Bill To Email apofficer@felizhotelboracay.com

Trading Account Name Feliz Hotel Boracay

Bill To Phone +63 36 288 3424

Billing Address MBC Bldg., V. Sotto St., CCP Complex, Pasay
City
1307 NCR
Philippines

Prepared By Nancy Celis

Email nancy@staah.com

Product	Sales Price	Quantity	Discount (Percentage)	Total Price
STAAH Max Pro Channel Manager + SwiftBook Booking engine bundle - Monthly	USD 230.00	1.00	43.48%	USD 130.00
STAAH Max Pro Channel Manager + SwiftBook Booking engine bundle - Setup	USD 99.00	1.00		USD 99.00
Value Add Promotion Get Google - Monthly	USD 0.00	1.00		USD 0.00
Value Add Promotion Payment Gateway Integration - Monthly	USD 0.00	1.00		USD 0.00
Value Add Promotion PMS integration - Monthly	USD 0.00	1.00		USD 0.00
Value add promotion Ratestalk - Monthly	USD 0.00	1.00		USD 0.00
Value Add Promotion Reviewminder - Monthly	USD 0.00	1.00		USD 0.00

Subtotal USD 329.00

Discount 30.40%

Total Price USD 229.00

Tax USD 0.00

Grand Total USD 229.00

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Term

Start date:	Effective from date of signing
Subscription period:	Annual with Monthly Payments
Minimum initial term:	12 months paid

Charges for Products and Services

Property name: (add one row per property)	Feliz Hotel Boracay
Currency:	USD
PMS name: (if applicable)	TBA

Please note:

- All charges are per property.
- **The setup charge & first month/s is to be paid by the Client to the Company prior to the product going live. These fees are non-refundable.**
- **Complimentary Additional two (2) months Subscription Fee in the first year of service.**

Terms and Conditions

1. The service

- 1.1. The Service shall be provided by means of an access to a Universal Resource Locator (URL) designated by the Company. In relation thereto, the Company shall provide the Client with a Member ID and Password to access the designated URL.
- 1.2. The Client shall be solely responsible for maintaining the confidentiality of its Member ID and Password and for all activities that occur under the Member ID and Password. The Client agrees to notify the Company immediately of any unauthorized use of its Member ID and Password or any other breach of security.
- 1.3. The Company reserves the right to change the Service and/or all of its related functionalities and/or applications and/or to upgrade, modify, alter, limit or terminate the Service at any time.
- 1.4. The Company reserves the right to introduce new features, functionalities and/or applications to the Service or to future versions of the Service.
- 1.5. The Company regularly backs up all data and information found on the Service and stores the same for a limited time. However, the Company shall not be liable for any failure to back up or restore any information or for interruptions, delay or suspension of access to or unavailability of the Service, or any loss of such information, data or transmissions.

2. Term

- 2.1. Unless terminated under clause 4, the agreement starts on the start date as set out above and continues for successive subscription periods as set out above ('Subscription Period') until a party gives at least thirty (30) days' notice that the agreement will terminate at the end of the then-current Subscription Period.
- 2.2. The earliest date for termination under clause 2.1 will be the expiry of the minimum initial term as set out above ('Initial Term').

3. Payment terms

- 3.1. All payments shall be made in advance and payable in US dollars or its equivalent in any other currency acceptable to the Company or to such other account as the Company may direct.
- 3.2. The Company reserves the right to impose reasonable late interest charges on the amounts remaining unpaid in the event that the Client fails to make timely and prompt payment within the stipulated times.
- 3.3. The Company reserves the right to recover costs associated to the collection of unpaid fees, including any legal fees and charges relating to debt collection services.
- 3.4. The Charges are exclusive of any taxes, duties or other governmental levies or charges that the Client shall continue to be liable for as and when the same is imposed.
- 3.5. The Company reserves the right to change its pricing structure and/or payment conditions with effect (subject to clause 3.6) from the start of a Subscription Period, provided that not less than thirty (30) days' notice shall be given to the Client regarding the changes.
- 3.6. If an Initial Term applies, a change under clause 3.5, will take effect no earlier than the end of the Initial Term.
- 3.7. If the Client does not agree to a change under clause 3.5, the Client may terminate the agreement in accordance with clause 2. If the Client does not terminate the agreement in accordance with clause 2, the Client is deemed to have accepted the change.

4. Termination

If a party, passes a resolution, or the courts make an order, that the party be wound up otherwise than for the purpose of reconstruction or amalgamation or if a receiver or manager on behalf of a creditor shall be appointed in relation to a party, the other party shall be entitled to terminate the arrangement with immediate effect.

5. Limitation of liability

- 5.1. Under no circumstances shall the Company nor its vendors and service providers be held liable for any delay or failure or disruption of the Service resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties. If any such event shall continue for a period of ninety (90) days, either party may terminate the arrangements hereunder without liability to the other party, upon written notice to the other party. In such event, the Client shall pay the Company a reasonable sum in relation to the Service provided to the Client prior to termination.
- 5.2. Both parties shall not be liable for any indirect, punitive, exemplary, consequential, special and incidental damages including lost profits, suffered by the other party for any reason (including tort, negligence, or breach of contract) whatsoever.
- 5.3. Except to the extent that such liability cannot be excluded or limited by law, or to the extent that these terms provide otherwise, the Company's liability for any loss or damages, costs or expenses shall not exceed in aggregate NEW ZEALAND Dollars two hundred dollars.
- 5.4. The Client hereby agrees to indemnify and save the Company harmless against all losses, damages, expenses, liabilities, claims, and costs (including reasonable legal costs) arising out of or referable to any claims, actions or proceedings brought by any third parties arising out of the Client's use of the Service.
- 5.5. The Company will not take responsibility if a 3rd party portal / website prohibits access to their systems and /or in the event the link is does not connect through due to changes in the 3rd party systems. However, the company will make every effort to re-instate the connection and will not be held liable for any damages what so ever.
- 5.6. The company shall not be responsible for over bookings and it is the Clients responsibility to carefully manage their Inventory.

6. General

- 6.1. If any term herein shall either in whole or in part be held to be illegal or unenforceable under any rule of law, these terms should be interpreted to affect the intentions of the parties and the remaining provisions will remain in effect.
- 6.2. The Client agrees that the Company may identify the Client as one of its clients in its promotional media and literature and disclose to current and prospective clients and investors that the Client is a subscriber and user of the Company's products and services.

7. Governing law

The provision of the Service and the Client's usage in relation thereto shall be governed in accordance with the laws in force in New Zealand

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The client hereby acknowledges and accepts that use of the services indicates acceptance to these terms and conditions.

Name:

ALAN D. CHAN

Position:

GENERAL MANAGER

Signature:

For: *[Handwritten signature]*

Date:

7/18/2025