

HOSTELWORLD STANDARD SERVICES AND LICENCE AGREEMENT

This agreement is entered into between Hostelworld.com Limited ("**HW**") and the owner of the property named in the "Key Details" below. HW is a company incorporated under the laws of Ireland with registered number 337103 and its registered office is at Floor 3, Charlemont Exchange, Charlemont St, Dublin, D02 VN88, Ireland. Under this agreement, HW agrees to provide certain marketing, information technology, customer service, payment processing and data processing services to the Licensee and to promote beds in and travel-related experiences at or connected to the Licensee's property for reservation via Hostelworld.com, the other Websites (as defined below) and HW property management software by third party customers ("**Customers**").

This agreement takes effect when HW sends the Licensee confirmation that it has received and accepted the Licensee's completed licence application.

KEY DETAILS

Name of property (the " Property ")	%%PROPERTYNAME%%
Address of Property	%%PROPERTYADDRESS%%
Property type	%%PROPERTYTYPE%%
Total number of bedrooms in the Property	%%PROPERTYNUMROOMS%%
Total Bed capacity in the Property	%%PROPERTYNUMBEDS%%
HW Standard Deposit (%) - i.e. of the Booking Price	%%DEPOSITRATE%% [X] (the " Standard Deposit ") or any other % as may be notified to Licensee by HW from time to time (the " Varied Deposit ")
HW Standard Service Fee (%) - i.e. %	%%HWSERVICEFEE%% [X] (the " Standard Service Fee ") or any other % as may be agreed

of the Booking Price	by HW and the Licensee from time to time (the " Varied Service Fee ")
Effective Date (as applicable)	%%EFFECTIVEDAY%% %%EFFECTIVEMONTH%% %%EFFECTIVEYEAR%%
Signed for and on behalf of Licensee	
Name (First Name, Last Name)	%%SIGNATORYNAME%%
Email address	%%SIGNATORYEMAIL%%
Licensee's email address for Contracts (to be used for future contract related correspondence)	%%PROPERTYCONTRACTEMAIL%%
Signed Date	%%SIGNEDDAY%% %%SIGNEDMONTH%% %%SIGNEDYEAR%%

Definitions

"**Activity**" means the HW activities in respect of the Licensee's Connect Account specified and contemplated in clause 7.4.

"**Agreement**" means this agreement including the "Key Details" page and all appendices.

"**Available Beds**" are all those beds in the Property which, prior to being booked by anybody, the Licensee is able to make available to Customers on any given night that the Property is open for business (i.e. regardless of season, day of the week or popular travel dates).

"**Base Rate**" means the total price, in the currency specified by the Licensee, which the Licensee quotes through the Management Tools for a person to stay in a Bed at the Property for one night, including the price of all non-optional ancillary products and services.

"**Bedrooms**" means the total number of bedrooms within the Licensee's property that are available to rent by a customer. For the avoidance of doubt, a property with a single bed room, a double bed room and a 12 bed dormitory would have 3 bedrooms.

"Beds" means the beds together with all other ancillary products and services offered for sale by the Licensee on a non-optional basis or as part of one inclusive price (examples of ancillary products and services being breakfast, airport pick-ups and internet access).

"Booking Price" means the total price to the Customer of their booking for the Beds or Experience and shall not include any ancillary products or services offered by HW.

"Cancellation Fee" has the meaning given to it in clause 5.5.

"Cancellation Period" means the period during which a Deposit Model Booking may be cancelled by a Customer without incurring a Cancellation Fee, which shall be notified by the Licensee to HW and measured in Local Time.

"Connect Accounts" means the account registered by the Licensee with Stripe that is to be integrated with HW for the purposes of allowing the Licensee to use the Payment Services in connection with the remittance of payments collected by HW for all booking rate types (including Non-Refundable Booking (Pay Now) bookings), Customer no-shows; the deduction of charges for permitted chargebacks, refunds and Reserves.

"Connect Account Data" means data about Connect Accounts and Activity.

"Customer Card Details" means a Customer's credit or debit card details, which a Customer provides to HW during the course of making a booking.

"Deposit" means the Standard Deposit amount (set out in the Key Details) or the Varied Deposit amount (if the parties have agreed to such a variation in accordance with clause 5.1) collected from Customers by HW for and on behalf of the Licensee in accordance with Appendix 1.

"Deposit Model Bookings" means bookings which are not Non-Refundable Bookings.

"Experiences" means tours, excursions, trips, attractions, activities and/or other experiences offered for sale and/or for free by the Licensee from time to time.

"Force Majeure Event" means any event which affects or prevents a party from being able to perform its obligations under this Agreement, or which prevents the Licensee or a Customer from honouring a booking, and which is beyond the affected party's reasonable control, including without limitation, infectious diseases, epidemics, pandemics, quarantine, strike, lock-out, labour dispute, act of God, act of war, terrorism, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, local or national emergency, accident, fire, flood, volcanic eruption, or earthquake (or the material or substantial threat or justified apprehension of any of the foregoing events), but which shall not include events which could have been avoided by the taking of reasonable precautions or which arise from the negligence or wilful default or act of the affected party.

"Free Cancellation Bookings" means Deposit Model Bookings which may be cancelled by a Customer during the Cancellation Period and in respect of which the Customer will be refunded their Deposit.

"HW Websites" means any websites operated by HW (including, without limitation, Hostelworld.com) and any other websites, mobile applications or technology platforms in respect

of which a licensing agreement exists to utilise HW's technology for the purposes of processing online reservations.

"Inbox" refers to the extranet facility provided by HW to the Licensee's authorised representatives for the management of their property information, bed / room availability and rates that are in turn published on HW websites. In addition, it provides access to all reservation details and related reporting from HW. It includes all variants of this system that may be used by a Licensee, including HW Inbox and Groups Inbox.

"Licensee" means the individual, business or corporate entity which owns the Property.

"Local Time" means the local time at the location of the Property.

"Login" means the account login given to a Licensee to enable it to set up an account with and accept bookings from HW via a Website.

"Management Tools" means the Inbox, or any tool that accesses the HW API, such API being provided by HW in accordance with clause 14.

"Non-Refundable Booking" means a booking made by a Customer where the entire Booking Price is payable upfront, which is non-refundable in its entirety, and to which the provisions of clause 7 apply.

"Non-Refundable Rate" means the adjusted Base Rate that applies to a Non-Refundable Booking.

"P2B Regulation" means Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online information services.

"Payment Services" means the services offered by Stripe that enable HW to accept and collect payments, manage bookings and perform transaction reporting or other financial transactions.

"Prohibited Business" means any of the categories of businesses and business practices for which the Payment Services cannot be used and which are identified on the then-current Stripe Prohibited Business List located on the Stripe Legal Page.

"Property Information" has the meaning given in clause 2.1.

"Service Fee" means the Standard Service Fee (as set out in the Key Details) or the Varied Service Fee (if the parties have agreed to such a variation) payable by the Licensee to HW for the provision of the HW Services (as more particularly described in clause 3.1).

"Stripe Connect" means the programming interfaces for the provisioning and management of Stripe accounts, or any replacement or amended interfaces made available by Stripe, as described in the Stripe Connect Documentation.

"Stripe Connect Documentation" means the online documentation related to Stripe Connect that Stripe makes available at <https://stripe.com/docs/connect> and <https://stripe.com/docs/api>, each as updated from time to time.

"Stripe Legal Page" means the Stripe legal page for the jurisdiction where the Connect Account is located.

"Term" means the term of this Agreement as specified in clause 10.1.

"Travel Services" means the provision of the Bed and any other related services to the Customers by the Licensee as is envisaged by this Agreement.

"Websites" means HW Websites and the Licensee Websites.

"Working Days" means any day other than a Saturday, Sunday or bank or public holiday (in either of the UK or Ireland).

1. LICENSEE'S OBLIGATIONS

- 1.1. HW has a strategic objective to be associated only with third party providers of high quality, value-for-money products and services, who operate their business in a manner that protects the integrity and value of the HW brand. The Licensee is aware that Customers booking through the Websites are entitled to expect a certain level of service from the Licensee and, accordingly, the Licensee agrees that throughout the Term it will:
 - 1.1.1. provide HW immediately upon acceptance of these Terms and Conditions with its valid VAT number (or sales tax equivalent) or such other proof which HW may require to demonstrate to the reasonable satisfaction of HW or any appropriate authority that the business of the Licensee is in operation;
 - 1.1.2. honour all bookings made through the Websites (and perform all checks necessary to be able to do this), including bookings made during special event periods;
 - 1.1.3. ensure that all Customers are treated equally (in particular with regard to gender, race, religion, disability and sexual orientation) both at the time of bookings and during the Customer's stay at the Property;
 - 1.1.4. respond in a timely manner in relation to any and all queries from HW and/or Customers;
 - 1.1.5. grant and provide to HW, to the extent it is operationally practical for the Licensee to do so without incurring the risk of over-bookings and poor Customer experience, access to all its Available Beds and Experiences as are for sale/available via any and all other online distribution channels (including via the Licensee's own website(s)) on a no less favourable basis and always on a real-time basis (i.e. first come first served) and with "last bed / room availability". This obligation will not apply in respect of any Beds or Experiences which are only ever offered via the Licensee's own website and which are never made available to any third-party booking websites.
- 1.2. In any circumstances where the Licensee cannot honour a Customer booking for a Bed, it shall:
 - 1.2.1. find (without recourse to HW) and provide an equivalent (or superior) bed for the Customer for the applicable night(s) (equivalent in terms of price, location, and

facilities) at no extra cost to the Customer other than any balance outstanding from the original booking; or

- 1.2.2. in the event that the Customer chooses not to accept the alternative accommodation offered by the Licensee pursuant to clause 1.2.1 (above) refund (without recourse to HW): (i) in the case of Deposit Model Bookings, the Deposit directly to the Customer, or (i) in the case of Non-Refundable Bookings, the total Booking Price directly to the Customer.
- 1.3. The Licensee warrants that it possesses (and undertakes to maintain throughout the Term) all such licences, permissions, permits and approvals as are necessary so as to allow accommodation and Experiences (where relevant) at the Property to be provided lawfully to Customers (including, without limitation, all such health and safety licences, permissions, permits and approvals as are required by any relevant authority).
- 1.4. The Licensee hereby warrants that it currently possesses (and undertakes to maintain throughout the Term) a comprehensive insurance policy(ies) with a reputable insurer to cover:
 - 1.4.1. all risks that do or may relate to and/or arise out of the performance of this Agreement and/or the provision of the Travel Services and in respect of which a reputable and prudent accommodation and/or travel services provider would normally obtain insurance including (by way of example and without limitation): (i) occupier's liability, (ii) public liability insurance and (iii) all other risks which it would be reasonable to insure against including cover for death, personal injury and illness (including all legal costs of both the Customers concerned and the Licensee) of or suffered by the Customers and/or the Licensee's employees, agents and representatives arising, directly or indirectly, from any act(s) and/or default(s) by the Licensee and/or any person(s) employed, contracted or instructed (directly or indirectly) by the Licensee (including employees, agents, suppliers and sub-contractors of the Licensee) and/or any use of the Property; and
 - 1.4.2. the full amount of all sums which it is reasonably foreseeable could potentially become payable pursuant to all or any of the indemnities provided by the Licensee under this Agreement.
- 1.5. The aforementioned level of insurance cover held by the Licensee shall be kept under review by the Licensee to ensure its adequacy and shall, in any event, at all times be at a level which a reputable, reasonable and prudent accommodation and/or travel services provider would hold.
- 1.6. The Licensee will produce to HW (on request) satisfactory evidence of the existence and renewal of the insurance policies referred to in clause 1.4.
- 1.7. The Licensee warrants that this Agreement has been executed by its duly authorised representative.
- 1.8. The Licensee will keep its (Manager) Logins for HW-provided software e.g. (Inbox or Counter) confidential and will only allow individuals who are validly authorised by the Licensee to use the Login or to access any part of the HW Websites.
- 1.9. The Licensee is responsible to HW for all activities carried out under the Login, whether such activities are carried out by authorised individuals or not.

2. INFORMATION AND MARKETING

- 2.1. The Licensee will provide information relating to the Property for inclusion on the Websites throughout the Term. This information will include a description of the Property (including photos), its facilities, amenities and location, details of the Beds, Experiences and services available to Customers, the price of the Beds (being the Base Rate and any applicable Non-Refundable Rate adjustment), Experiences and services and details of any local or value added taxes that the Customer will be required to pay in respect of the Bed or other services (the "**Property Information**"). The Licensee will supply the Property Information in any format that is reasonably required by HW.
- 2.2. The Licensee hereby grants HW (and any affiliate or sub-licensee of HW) a royalty-free, transferable licence to use the Property Information throughout the Term.
- 2.3. The Licensee shall provide HW with accurate information as to any additional local or value added taxes to be paid by the Customer in respect of the Beds and/or Experiences (where applicable). The Licensee shall ensure that all pricing and related information (including all references to local taxes) that it supplies to HW as part of the Property Information are accurate and inclusive of all value added or other taxes payable by the Customer and it undertakes not to levy further taxes on the Customer other than those specified within the Property Information.
- 2.4. The Licensee will not include within the Property Information: (a) its telephone number, fax number, email address (including skype) or social media page references, (b) its web-link, (c) direct references to its website or a third party's website or (d) any other means by which a Customer could directly contact the Licensee. HW reserves the right to exclude or edit any of the Property Information which it considers to be incorrect, inappropriate or incomplete.
- 2.5. The Licensee warrants that (i) the Property Information is owned by the Licensee, subject to clause 2.6 below; and (ii) the Property Information is and shall be at all times true, accurate and not misleading. In the event that any of the Property Information becomes untrue, inaccurate or misleading at any time during the Term, the Licensee shall inform HW in writing (including via email) promptly (and in any event within 24 hours). The Licensee hereby indemnifies HW against all losses, damages, costs and expenses suffered as a result of any claim or complaint brought on the basis that the Property Information is or has become untrue, inaccurate or misleading.
- 2.6. In the event that HW translates the Property Information into another language and is responsible for meeting the associated costs, the intellectual property and any other rights associated with that translation shall belong to HW and the Licensee hereby assigns to HW any right, title or interest which it may have in and to such translation.
- 2.7. The Licensee hereby acknowledges and agrees that the data relating to a Customer who has made a booking via the Websites belongs to HW and this data is only made available to the Licensee for the purpose of enabling the Licensee to fulfil the booking. The Licensee shall not, for the avoidance of doubt, be entitled to use the Customer data in order to market to that Customer.
- 2.8. HW shall be entitled to promote the Property using the Property's name during the term of this Agreement in online marketing (including email marketing and pay-per-click advertising) at its own cost. The Licensee grants to HW a royalty-free, non-exclusive transferable licence to use the Property name for this purpose only during the term of this

Agreement. However, HW shall forgo any and all rights under the aforementioned licence that relate to HW promoting the Property by purchasing the Property's name as a Google Adword or through similar paid search engines if specifically notified in writing by the Licensee that the aforementioned licence shall no longer include any such rights (save where any other third party online accommodation-booking provider or other third party online competitor of HW is actively engaged in such marketing activity in respect of that Property's name).

- 2.9. HW shall be entitled, but not obliged, to supplement the Property Information with user generated content, including images ("**UGC**"), that it licences from third parties. The Licensee is not granted a licence or permission to use such UGC on its own website, social media channels, or for any other purposes.
- 2.10. HW shall be entitled to make the following Property Information available to view in Inbox by other users of Inbox, including competitors of Licensee:
 - - details of the Beds available to Customers (including room type and number of Beds), the rate type and price of the Beds, and availability on a given date; and
 - - details of Experiences available to Customers, the price of any Experience(s) and availability on a given date.

3. HW'S OBLIGATIONS

- 3.1. As soon as reasonably practicable after commencement of the Term (and thereafter throughout the rest of the Term) HW shall provide marketing, information technology, customer service, payment processing and data processing services (the "**HW Services**") to the Licensee to enable and facilitate the booking online of the Licensee's products and/or services, including Beds and Experiences, by Customers.
- 3.2. HW shall promote the Beds and Experiences on the HW Websites. HW may also promote the Beds and Experiences via some or all of the HW Websites and through its network of affiliates. HW shall be entitled to generate and display the default search results in any manner and according to any system of ranking that it determines to be appropriate for each and any of the HW Websites. Currently, the HW Websites rank properties and the rooms they make available for booking on a limited basis. A property's ranking will be influenced by several factors, which may include: (i) the quality score that HW assesses for the Property based on its knowledge of factors including but not limited to the Beds and Experiences made available by the Licensee for booking on the HW Websites or HW property management software and the standards of customer care provided, (ii) compliance with this Agreement, (iii) number and type of customer reviews on aspects such as cleanliness, location, facilities, 'fun-factor', security and staff, (iv) whether the property belongs to a chain of properties, (v) whether a Customer is accessing the HW Websites via desktop, tablet or mobile phone, (vi) the property's real-time prices for dorms and private rooms, (vii) average prices for dorms and private rooms in the city where the property is located, (viii) search criteria such as number of guests, currency and language, (ix) positive "Net Competitive Score" (the Room rates given by the Licensee to HW compared to other online travel agencies), and (x) what level of Service Fee the Licensee pays to HW (which the Licensee may be able to vary by means of the programme accessible via the relevant administration (Inbox) interface). HW reserves the right to, at any time and acting in its own discretion: (i) vary the factors that determine the rankings and the weightings given to such factors on each or any of the

HW Websites and (ii) determine a Property's eligibility to participate in varying its Service Fee percentage to influence its ranking (where applicable).

4. HW'S SERVICE FEES

- 4.1. The provisions of this clause 4.1 shall apply in respect of Beds. In consideration of the provision of the HW Services by HW to the Licensee under the terms of this Agreement in respect of Beds, the Licensee shall pay to HW a Service Fee. The Service Fee will be equal to a percentage of the Booking Price (as translated into the settlement currency selected by the Customer) that all Customers making a booking via the Websites would be charged for all the nights comprising their booking (whether or not that booking is honoured, amended, subsequently cancelled (other than in the case of a Free Cancellation Booking that is cancelled by the Customer during the Cancellation Period) or the Customer fails to turn up). The percentage amount of the Booking Price (as translated into the settlement currency selected by the Customer) that will comprise the Standard Service Fee is specified in the Key Details at the beginning of this Agreement and the parties reserve the right to agree to vary this Service Fee amount at any time (the "**Varied Service Fee**"), for example in accordance with the programmes operated by HW through which Licensees can vary the Service Fees they pay and the Deposit that will be collected in return for certain benefits, such as the opportunity to seek to improve their rankings within the display of search results on one or more of the HW Websites. Licensees may be informed about updates to HW's programmes in this regard from time to time via email or Inbox.
- 4.2. The Licensee will pay the Service Fee (and any other amounts) due to HW under this Agreement free and clear of all taxes, deductions or withholdings whatsoever, save only as may be required by law. The Licensee agrees that if such taxes, deductions or withholdings are required by law, the Licensee shall pay to HW such additional amount as may be necessary in order that the net amount received by HW after such taxes, deductions and withholdings shall not be less than the amount HW would have been entitled to receive in the absence of any such taxes, deductions or withholdings.
- 4.3 For all Beds bookings, the Service Fee shall become payable on HW's receipt of the Deposit from the Customer (for which an invoice will be issued to the Licensee). Where the Customer cancels a Free Cancellation Booking within the Cancellation Period, HW shall issue a credit note to the Licensee in respect of the relevant Service Fee for such cancelled bookings.
- 4.4. If the Licensee fails to timely pay the Service Fee in accordance with clause 4.3, Hostelworld may deduct the Service Fee from any Reserve.

5. COLLECTIONS AND SETTLEMENT

- 5.1. In respect of each Customer booking for a Bed(s) at the Property which is made during the Term, HW shall collect a Deposit from the Customer (in its capacity as agent for (and acting only on behalf of) the Licensee) in the settlement currency selected by the Customer, by means of an online debit, credit card and/or other online payments' transaction at the time the booking is made. The percentage of the total Booking Price (for all the nights comprising a Customer's booking) that will comprise the Standard Deposit is specified in the Key Details at the beginning of this Agreement and the parties reserve the right to agree to vary the Deposit amount at any time, for example in accordance with any scheme(s) or programme(s) operated by HW from time to time

through which Licensees can vary the Service Fee they pay and the Deposit that will be collected in return for certain benefits (the "**Varied Deposit**"). HW shall hold the Deposit on trust for the Licensee and shall (subject to the arrangements set out in Appendix 1 to this Agreement) pay the Deposit to the Licensee in accordance with the terms of this Agreement. Unless HW notifies the Licensee to the contrary, the Deposit will equal the Service Fee.

- 5.2 In respect of each Customer booking for an Experience(s) which is made during the Term, the Licensee shall collect the Experience Booking Price directly from the Customer on the Customer's arrival at the Property/ Experience. For the avoidance of doubt, no portion of the Experience Booking Price shall be collected by Hostelworld at any time.
- 5.3. In respect of Beds, the Licensee will be responsible for collecting from the Customer the balance payable to the Licensee (being the Booking Price less the Deposit (as denominated in the currency in which it quotes its Base Rates) unless otherwise set out in the Licensee's terms and conditions and booking confirmation that is provided to the Customer at time of booking), but such collection shall not take place until the Customer's arrival at the Property, unless otherwise specified in the Property Information or if the booking is a Non-Refundable Booking.
- 5.4. The Customer Card Details which are collected by HW at the point of payment of the Deposit will thereafter be made available to the Licensee (via HW's extranet facility, Inbox or Counter) so that either: (a) the balance due in respect of a booking (in the event that (i) the Customer arrives at the Property and fulfils the booking, or (ii) the booking is a Non-Refundable Booking) or (b) the Cancellation Fee, as defined in clause 5.5 (in the event that they do not turn up) may be debited or obtained via that card by the Licensee in accordance with HW's customer terms and conditions which are displayed on the HW Websites.
- 5.5. In the event of a failure by the Customer to turn up at the Property for their Bed booking where the Customer has not cancelled the booking within the Cancellation Period, the Licensee shall be entitled at its discretion to charge a cancellation fee which is equal to or less than the full price of the first night's stay of the booking, as denominated in the currency in which it quotes its Base Rates, less the first night's Deposit (the "**Cancellation Fee**") (save in the case of Non-Refundable Bookings, where the Licensee may take the balance of the payment for the full Booking Price in accordance with clause 7A.1.2, but may not charge any additional cancellation fees, or where the Licensee clearly stated to the Customer prior to the point of booking that the Cancellation Fee would be higher). It shall be the responsibility of the Licensee to collect any Cancellation Fee from the Customer.
- 5.6. The Licensee is responsible for (i) updating and maintaining the pricing for its Beds and Experiences through the Management Tools and (ii) any data entry errors which may arise in respect of pricing. This responsibility includes ensuring that the correct pricing and availability is displayed for special event periods.
- 5.7. HW may at its own discretion charge a booking (or other processing) fee to Customers at the time of booking and the amount of that fee shall be determined by HW. HW may also offer ancillary products and services to Customers at the time of or after their booking, for which it may charge the Customers a fee. Any such fees shall be for the account of HW notwithstanding that the fees may be charged to the Customer at the same time that the Deposit is collected from the Customer on behalf of the Licensee.

- 5.8. Following termination or expiry of this Agreement, Service Fees shall continue to be payable by the Licensee in respect of Customer bookings which were made during the Term.
- 5.9. In the event that a Customer cancels a Non-Refundable Booking in respect of which they have paid taxes that are no longer payable because they have not availed of the relevant Beds, it shall be the responsibility of the Property to reimburse such Customers for any such taxes.
- 5.10. In respect of Experiences, the Licensee's cancellation policy shall apply to all Experience bookings. However, notwithstanding the forgoing, HW reserves the right to extend the period for cancellation by a Customer. For example, the Licensee may allow free cancellation within 3 days of making an Experience booking but HW shall have the right to extend this period out to, for example, 7 days.

6. CREDIT AND DEBIT CARD PROCESSING BY THE LICENSEE

- 6.1. Where the Licensee is provided with Customer Card Details, it shall only process such details in accordance with the terms of this Agreement and will ensure that Customer Card Details obtained from HW are only ever used for the following purposes:
 - 6.1.1. taking payment for legitimate and properly due Cancellation Fees;
 - 6.1.2. taking payment for the balance due from the Customer for a Non-Refundable Booking, in accordance with clause 7A; and
 - 6.1.3. taking payment for a completed booking on check-in, where the Customer has fulfilled the booking.
- 6.2. The Licensee shall be responsible for all charges, including but not limited to chargebacks, imposed by its card processor or any other third party in relation to payments that it takes, or attempts to take, from Customers.
- 6.3. The Licensee shall only take payments in the currency in which it quotes its Base Rates when using the Customer Card Details.
- 6.4. HW shall have no liability to the Licensee in respect of bookings where the Licensee is not able to take payment for the balance (where permitted) or the Cancellation Fee, for any reason.
- 6.5. The Licensee confirms that it, and its service providers, will keep all Customer Card Details confidential, and will always comply with the requirements, compliance criteria and validation processes as set out in the Payment Card Industry ("**PCI**") Data Security Standard, as such standards are updated from time to time.
- 6.6. The Licensee hereby indemnifies HW for the full amount of all claims, liabilities, demands, damages, expenses, losses, refunds, fines, costs (including all legal costs) and all other sums of whatever nature which HW incurs, suffers or becomes responsible for as a result of actual or alleged fraudulent or unauthorised use of any Customer Card Details which arise as a result of the Licensee's failure to comply with its obligations under this Agreement, including but not limited to the repayment by HW to Customers of sums fraudulently or erroneously taken using the Customer Card Details.

7A. NON-REFUNDABLE BOOKINGS

- 7A.1. The Licensee shall indicate when uploading Base Rates via the Management Tools whether a Bed shall also be available at a Non-Refundable Rate. Where a Non-Refundable Rate applies, the following additional terms apply:
 - 7A.1.1. Non-Refundable Rates will only be displayed on the Websites designated by HW at its sole discretion.
 - 7A.1.2. HW shall take payment of the Deposit from the Customer in accordance with clause 5.1. The Licensee shall take the balance of the payment for the booking (i.e. the Booking Price minus the Deposit (as denominated in the currency in which it quotes its Base Rates)), as calculated by HW and as displayed via the Management Tools, using the Customer Card Details promptly in accordance with clause 6.
 - 7A.1.3. In order to participate in Non-Refundable Bookings, the Licensee must be able to process payments using the Customer Card Details without access to the Card Verification Value (CVV) number.
 - 7A.1.4. In the event that a Customer's card is declined, the Licensee shall inform the Customer as soon as possible and ask that the Customer provides details of an alternative card (the "**Alternative Card**"). Where the Alternative Card is also declined, or where the Customer does not provide an Alternative Card, the Licensee may inform the Customer that their booking is cancelled and shall notify HW promptly to cancel the booking. HW shall have no liability to the Licensee in respect of bookings where the Licensee is not able to take payment for the balance for any reason, including but not limited to circumstances where a payment using the Customer Card Details is declined.

7B. NON-REFUNDABLE BOOKINGS – PAY NOW

- 7B.1. HW reserves the right to promote Non-Refundable Booking (Pay Now) rates in respect of approved accommodation partners and may in its sole discretion withdraw Non-Refundable Booking (Pay Now) rates promoted in connection with an accommodation partner for any reason and at any time.
- 7B.2. The Licensee shall indicate when uploading Base Rates via the Management Tools whether a Bed is to be made available on a Non-Refundable Booking (Pay Now) basis. Where a Non-Refundable Booking (Pay Now) rate applies, the following additional terms apply:
 - 7B.2.1. Non-Refundable Booking (Pay Now) rates will only be displayed on the Websites designated by HW at its sole discretion.
 - 7B.2.2. Where a Bed is made available on a Non-Refundable Booking (Pay Now) basis, it may not be made available on any alternative non-refundable basis.
 - 7B.2.3. In respect of amounts payable by Customers in connection with Beds made available on a Non-Refundable Booking (Pay Now) basis, HW shall take payment of the Deposit from the Customer in accordance with clause 5.1 and shall, at the same time, take payment of the balance of the payment for the booking (i.e. the Booking Price minus the Deposit (as denominated in the currency in which it quotes its Base Rates)), in the settlement currency selected by the Customer, by means of an online

debit, credit card and/or other online payments platform at the time the booking is made.

- 7B.3. With respect to all collections and remittances of any payments by HW to the Licensee in connection with this clause 7B, the Licensee agrees that such services will be performed by HW in its capacity as limited agent for (and acting only on behalf of) the Licensee for the purpose of facilitating the receipt of payments made by Customers for bookings made through the Payment Service and the disbursement of those payments to the Licensee. HW reserves the right to determine, in its sole discretion, the frequency of payments and/or settlements to the Licensee.
- 7B.4. Payment processing and transaction related services for the Licensee in connection with amounts collected by HW and which are payable to the Licensee for Non-Refundable Booking (Pay Now) bookings are provided by Stripe and are subject to the Stripe Connected Account Agreement (located at <https://stripe.com/connect-account/legal>), which includes the Stripe Terms of Service (located at <https://stripe.com/legal>) (collectively, the "**Stripe Services Agreement**"). By registering an account with Stripe, the Licensee agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of HW enabling payment processing services through Stripe, the Licensee agrees to provide HW with accurate and complete information, and the Licensee authorises HW to share such information related to the Licensee's use of the processing and transaction services in accordance with clause 7B.5 below.
- 7B.5. The Licensee acknowledges and agrees that HW may access the Connect Account(s) registered by the Licensee with Stripe in connection with the processing of payments related to Non-Refundable Booking (Pay Now) bookings and access and use Connect Account Data in the manner described in the Stripe Connect Documentation for the following purposes (and expressly grants HW all necessary or required permissions and consents in this regard):
 - 7B.5.1. permit HW comply on behalf of the Licensee with any applicable anti-terrorism, financial services or 'Know Your Customer'/ 'Customer Due Diligence' legal requirements imposed or required by Stripe;
 - 7B.5.2. crediting the Licensee's Connect Account with payments due to the Licensee;
 - 7B.5.3. routing of transaction related information on behalf of the Licensee to Stripe and other third parties who are involved in the routing of transaction related information;
 - 7B.5.4. reporting and reconciliation purposes;
 - 7B.5.5. deducting permitted chargebacks; and
 - 7B.5.6. allocation and execution of payments from Customers for accommodation bookings.
- 7B.6. HW shall deliver reports on bookings made, monies collected and other additional reports to the Licensee via the relevant administration interface (i.e. through Inbox or via the Licensee's own distribution channel manager).

7C. RESERVES

- A "Reserve" is a portion of the Licensee's Connect Account balance that Hostelworld withholds from paying out to the Licensee. If Hostelworld creates a Reserve, Hostelworld will notify the Licensee of the Reserve terms. Hostelworld may fund the Reserve through: (i) withhold a certain percentage of the balance of the payment for the booking (i.e. the Booking Price minus the Deposit); or (ii) debiting the Licensee's bank account. The amount of the Reserve will be based upon the level (or expected level) of refunds, disputed charges, chargebacks, customer complaints, hostel liquidation/ bankruptcy, acts of default, allegations of fraud or changes in the Licensee's underlying risk profile. Hostelworld will reduce the Reserve once the reason for establishing the Reserve no longer exists.

7D. CHARGEBACKS; REVERSALS

- 7D.1. Any credit card chargebacks or other transaction reversals initiated against HW or its affiliates for any reason (except to the extent they are caused solely by HW's negligence or wilful misconduct) with respect to a booking and all related credit card association, payment processing, re-presentment, penalty and other fees and expenses incurred by HW or its affiliates in connection with such chargebacks will ultimately be the responsibility of the Licensee, and Licensee shall promptly and fully reimburse HW for such amounts on demand.
- 7D.2. HW will deduct all charges relating to chargebacks, in accordance with Sections 6.2 and 7B.5, from the Customer's Connect Account.

8. FREE CANCELLATION BOOKINGS

- 8.1. The Licensee agrees that HW may make any Bed available for booking by a Customer as a Free Cancellation Booking.
- 8.2. Where a Customer makes a Free Cancellation Booking, HW shall notify the Licensee that the booking is a Free Cancellation Booking and the Customer shall be entitled to cancel that booking free of charge during the Cancellation Period and shall be entitled to a refund of the Deposit. HW agrees that it shall transfer the Deposit that it has collected from the Customer back to the Customer on behalf of the Licensee where a Customer cancels a Free Cancellation Booking during the Cancellation Period. For the avoidance of doubt, HW will act exclusively as agent of the Licensee (and not as agent of the Customer) in respect of such transfer of the Deposit back to the Customer.

9. RESPONSIBILITY AND LIABILITY

- 9.1. The Licensee hereby grants to HW the authority to conclude bookings with Customers on behalf of the Licensee and further agrees that HW has no responsibility to the Customer for the fulfilment of bookings. In concluding such a booking, HW acts as commercial agent on behalf of the Licensee only (and not on behalf of the Customer). A booking creates an agreement between the Customer and the Licensee and the Licensee hereby agrees to indemnify HW in respect of all losses, costs and damage suffered or incurred by HW as a result of any claims being brought against HW which relate to a booking and/or the provision of a Bed, Experience and/or any other service

provided by the Licensee (save to the extent that such loss, cost or damage is caused by the negligence, fraud or fraudulent misrepresentation of HW).

- 9.2. Subject to clause 9.5, the parties hereby acknowledge and agree that HW shall have no liability to the Licensee, any member of its corporate group or any other person which has rights under this Agreement in contract, tort (including negligence), misrepresentation or breach of any duty for any of the following types of loss or damage arising out of or in connection with this Agreement: (i) loss of data, income, profit, business or opportunity, (ii) damages, losses and costs that relate to third party claims and (iii) indirect, special and consequential loss or damage.
- 9.3. The maximum aggregate liability of HW to the Licensee (and each member of the Licensee's corporate group and any other person which has rights under the Agreement) in respect of any and all claims arising out of or pursuant to this Agreement (whether in contract, tort, (including negligence), misrepresentation, breach of duty or otherwise) shall be limited to €5,000.
- 9.4. The parties hereby acknowledge and agree that the existence of the agency relationship described herein shall be disclosed to the Customer so that the Customer is made aware that (inter alia) the Customer is contracting with the Licensee and not HW in relation to the provision of the Beds and Experiences, that the amount paid by the Customer at the time of booking is a deposit which is collected by HW on behalf of the Licensee and that the final price payable by the Customer to the Licensee shall be reduced by the amount of such deposit.
- 9.5. The parties hereby acknowledge and agree that nothing in this Agreement is intended to or shall take effect to limit or exclude the liability of either party for; (i) the fraud or fraudulent misrepresentation of that party or (ii) death or personal injury caused by the negligence of that party.
- 9.6. The Licensee agrees to indemnify and hold HW and its affiliates and sub-licensees harmless in respect of any claim by any third party arising from the use of the Property Information by HW or its affiliates and sub-licensees.
- 9.7. The Licensee hereby acknowledges and agrees that the HW Services (and any other services, data, reports or other information relating to the Websites, the Property or Customer activity which HW may provide from time to time) are provided by HW on an 'as is' basis. HW neither makes nor gives any representations, warranties or undertakings with respect to such services and deliverables and, to the greatest extent permitted by applicable law, HW hereby excludes all representations, warranties and conditions, express or implied, statutory or otherwise, including without limitation warranties as to quality or fitness for a particular purpose.
- 9.8. Where a booking is cancelled because of the occurrence of a Force Majeure Event, the Licensee shall (i) in the case of Non-Refundable Bookings, refund the Customer the monies collected by the Licensee pursuant to clause 7A.1.2, and (ii) in the case of Deposit Model Bookings, not charge the Customer the Cancellation Fee.
- 9.9. Save in relation to the obligations under clause 9.8, neither party shall be liable to the other for any failure or delay in performing this Agreement to the extent that such failure or delay is caused by a Force Majeure Event.

- 9.10. The parties hereby acknowledge and agree that HW does not guarantee access to the Management Tools through which Service Fee levels can be varied and that HW does not have any liability for any system failures, downtime, loss of internet connection or any other situation that prevents or delays a Licensee from amending its Service Fee levels at the time or in the manner that it wishes. HW will use reasonable endeavours to minimise the amount of time that the administration interface will be unavailable and to work with the Licensee in order to, where and to the extent reasonably possible, mitigate the impact of such an incident on the Licensee's business.

10. TERM AND TERMINATION OF THE AGREEMENT

- 10.1. This Agreement commences when it takes effect (as per the explanation at the beginning of this Agreement) and will, subject to the parties' rights of termination set out in this Agreement, remain in full force and effect for as long as the Login is used on the HW Websites and/or Beds and Experiences at the Property are available to book via the HW Websites.
- 10.2. Either party may terminate this Agreement by giving not less than 30 days' notice in line with clause 13.1.
- 10.3. Without prejudice to its other rights, each of the parties shall be entitled to terminate this Agreement immediately on giving notice to the other party in the event that: (i) the other party has committed a material breach of this Agreement and, where such breach is remediable, has not remedied that breach within 14 days of being notified of such breach; (ii) the other party ceases to carry on its business or stops payments of its debts or (iii) in respect of that other party, a liquidator, receiver or administrator is appointed in respect of it or any of its assets, or (iv) the other party has suffered a Force Majeure Event which has prevented it from performing all or part of this Agreement for more than 7 days.
- 10.4. HW may also, at its own discretion, give written notice to terminate this Agreement with immediate effect in the event that:
 - 10.4.1. the Licensee's average rating by Customers on any of the HW Websites falls below 60% (sixty per cent) at any time;
 - 10.4.2. the Licensee engages in any sort of advertising of its pricing or offers that is, in HW's reasonable opinion, likely to mislead Customers or to have the effect of deceiving Customers about the extent of the price or other advantage they will enjoy;
 - 10.4.3. the Licensee's conduct (and/or HW's association with the Licensee) is such that HW has reasonable grounds to believe its reputation may be harmed;
 - 10.4.4. without prejudice to the generality of clause 10.4.3 above, HW believes that the Licensee is engaging in the practice of writing or paying for "fake" customer reviews and/or is accessing Customer accounts to amend or vary reviews; or
 - 10.4.5. the Licensee is in breach of clauses 1, 6 or 13.3.
- 10.5. On the occurrence of any event set out in sections 10.4.1 – 10.4.5, HW will:

- 10.5.1. advise the Licensee that HW has suspended its Inbox account while HW investigates the breach in greater detail; and
- 10.5.2. provide the Licensee with the opportunity to explain the reasons for and/or events that lead to the suspension/ restriction.
- 10.6. Depending on the outcome, HW may either lift the suspension / restriction or terminate this Agreement and render the Licensee's Inbox account permanently inactive.
- 10.7. HW may also temporarily suspend or restrict (for 1-2 days) the Licensee's Inbox/ Counter account during the time the Licensee is changing currency or Channel Manager.
- 10.8. The Licensee may also request that HW terminates this Agreement and its access to Inbox/ Counter if, for example, the Licensee closes down its property.
- 10.9. If the Licensee disagrees with HW's actions regarding the termination of this Agreement, the Licensee may use the HW internal complaint handling system (described in clause 19 below) in order to clarify the facts and circumstances surrounding our decision.
- 10.10. Notwithstanding, any other term in this Agreement, in the event that this Agreement expires or is terminated (for any reason), all bookings made via the Websites prior to the date of termination for Bed reservations occurring on or after the date of termination shall be honoured by the Licensee on the basis of and in accordance with the terms of this Agreement.
- 10.11. The Licensee undertakes on termination of this Agreement to immediately cease using and to refrain from all further use of all software, technology and services previously provided by HW.

11. HUMAN TRAFFICKING AND MODERN SLAVERY

- 11.1. HW is opposed to slavery, human trafficking, child labour, forced labour, indentured labour, exploited bonded labour or other similar practices (the "**Prohibited Practices**") in any part of our activities or our supply chains. The Licensee confirms that neither it nor any of its officers, employees or other persons associated with it:
 - 11.1.1. has been convicted of any offence involving the Prohibited Practices; and
 - 11.1.2. to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with the Prohibited Practices.
- 11.2. The Licensee confirms that it shall comply with all applicable laws, statutes, regulations and codes from time to time in force in connection with the Prohibited Practices, and any codes of practice or policies issued to it by HW in connection with the Prohibited Practices.

12. ACCESS TO AND USE OF DATA

- 12.1. The Licensee can view and export the following information by logging into its Inbox account:

- 12.1.1. information that the Licensee provides when setting up and managing its Inbox account, such as contact information, booking, main manager and alternative manager email addresses, phone and fax numbers; property name, address, website URL, rooms available, rate restrictions, promotions offered and release periods, property description, facilities, location and directions, terms and conditions cancellation policy, payment methods accepted, property images and videos, details of any VAT or other taxes added by you, bank account details;
- 12.1.2. business information that is generated from the Licensee's use of its Inbox account such as booking reports (including arrivals, cancellations, group and NRR bookings), booking analyses (including sales analysis, payback, payback history, booking lead time), customer analyses, customer ratings (including HW reviews and rating graphs), marketing opt-ins, booking engine opt-ins, featured listing purchases and invoices, and 'Elevate Program' opt-ins /outs (where applicable); and
- 12.1.3. tax information that the Licensee provides when setting up its Inbox account, such as VAT number, company type, VAT invoices and credit notes issued (all EU), VAT invoices paid/ outstanding and, for hostels getting rebates and using booking engine payments), beneficiary account name, beneficiary address, beneficiary country, bank SWIFT, IBAN, name and address.
- 12.2. Except as stated above, the Licensee shall not have the technical ability or any right to access personal data or confidential information relating to third parties. For example, the Licensee does not have the right to access information relating to other properties, or to Customers interacting with other properties or HW. The Licensee also cannot, and does not have the right to, access any information on HW's decisions about or investigations into the Licensee's eligibility for any of the HW Services.
- 12.3. Upon request, and within 60 days after the termination of this Agreement, HW will provide personal data that relates to the Licensee, pursuant to our [Data Protection Notice](#). Within 90 days of termination all personal data within the Licensee's Inbox account is deleted except as legally required. Non-personal and aggregated information is retained.
- 12.4. HW has the technical ability and right to access all data provided by the Licensee and/or generated through HW's provision to the Licensee of the HW Services. HW's collection, use and disclosure of personal data is governed by our [Data Protection Notice](#).

13. GENERAL

- 13.1. A notice given to a party under or in connection with this Agreement must be in writing and shall be sent:
 - 13.1.1. (if from the Licensee to HW) to contracts@hostelworld.com; and
 - 13.1.2. (if from HW to the Licensee) to the email address specified by the Licensee as the email address for future contract related correspondence as part of the contract signature process and included within the Key Details of this Agreement), and, in each case, shall be deemed to have been served when sent.
- 13.2. HW shall be entitled to vary any of the terms of this Agreement at any time by giving you notice as follows, unless the P2B Regulation permits us to provide no notice or

a shorter period of notice: (a) if we change the Service Fee, we will provide you with at least 30 days' advance written notice; (b) if the changes to any of the terms of this Agreement would require you to make technical or commercial adaptations to the goods or services you offer to Customers through the applicable P2B Services, we will give you a minimum of 30 days' advance written notice (or such other notice period that is reasonable and proportionate in the circumstances); and (c) if we otherwise substantively modify the HW Terms we will provide you with at least 30 days' advance written notice. All such variations shall be effective upon expiration of the 30 day notice period or by their direct communication to the Licensee, unless otherwise noted and the Licensee's continued use of the HW Services after the changes have taken effect will constitute acceptance of the changes. Subject to the forgoing, no other variations of this Agreement shall be effective unless in writing and signed by or on behalf of both parties.

- 13.3. Without prejudice to clause 2.7, the parties acknowledge and agree that (i) all transfers of Customer personal data from HW to the Licensee operate on a controller to controller basis, and (ii) they are each separately responsible for compliance with all relevant data protection legislation and laws relating to privacy in all relevant jurisdictions (the "**Data Protection Legislation**") in relation to their own respective activities. The Licensee also agrees that it shall protect and respect all personal data that it receives relating to its Customers and shall comply with all Data Protection Legislation and shall not do anything which (or omit to do anything the omission of which) would put HW in breach of any Data Protection Legislation (and in particular the Licensee shall not disclose any Customer Card Details to any person other than as necessary to effect a lawful payment for a Bed or a booking or as required by law).
- 13.4. The Licensee hereby agrees in advance that HW is freely entitled to transfer all of its rights and obligations under this Agreement to (i) any third party acquiring all or a substantial element of that part of HW's business or assets to which this Agreement relates or (ii) any subsidiary or group or sister company of HW (the "**Transferee**").
- 13.5. Upon the Licensee being notified of the identity and contact details of a Transferee, the Licensee agrees that, with effect from the date specified in the notification, it will thereafter treat the Transferee (i) as solely responsible to the Licensee for all of the obligations of HW and (ii) as the recipient of all of the rights of HW under this Agreement.
- 13.6. Without prejudice to clause 13.5, the Licensee shall (where requested by HW) promptly do all such acts and sign such documents (including entering into a novation agreement) so as to confirm and evidence any transfer of the type described in clause 13.4 and HW shall procure that the transferee signs such documents where necessary.
- 13.7. This Agreement (which includes the Key Details and all appendices) contains the entire agreement and understanding of the parties and supersedes all prior agreements, undertakings, or arrangements relating to its subject matter, save for any or all of the following contracts which the Licensee may be bound by: (i) any terms and conditions governing featured listings on HW Websites and/or (ii) any other written terms and conditions that may be introduced by HW in the future. For the avoidance of doubt it is HW's opinion that none of these terms and conditions listed in (i) to (ii) of this clause 13.7. cover the same subject matter as this Agreement but, in the event of any conflict, this Agreement would take precedence.
- 13.8. This Agreement is personal to the Licensee and may not be assigned, sub-contracted or otherwise transferred in whole or in part without HW's prior written consent. The Licensee shall give HW reasonable prior notice if it proposes to transfer ownership of

the Property to a third party. Nothing in this Agreement shall render HW and the Licensee as partners or joint venturers.

- 13.9. The original English language version of this Agreement may have been translated into other languages. The translated version of the English version is a courtesy translation only and the parties' rights and obligations are and shall be determined by the English version. In the event of a dispute about the contents or interpretation of this Agreement or in the event of any conflict, ambiguity, inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail and be binding and conclusive. The English version shall be used in any and all legal proceedings.
- 13.10. This Agreement shall be governed by and construed in accordance with the laws of Ireland, and HW and the Licensee agree to submit to the jurisdiction of the Irish courts.
- 13.11. The Licensee acknowledges that HW is not authorised or regulated as a payment services provider in Ireland or any other jurisdiction. To the extent that HW transmits money or handles payment transactions between the Licensee and a Customer, or accesses the Licensee's Connect Account in connection with such transactions, HW does so exclusively as a commercial agent of the Licensee authorised via this Agreement to negotiate or conclude the sale or purchase of goods or services on behalf only of the Licensee (and not on behalf of the Customer). Any such transmission of money or access to the Licensee's Connect Account by HW under this Agreement is provided on a basis that is ancillary to other services provided by HW .

Certain Licensees connect to HW's IT system and obtain the benefit of the HW Services via an API and using their own property management system or a third-party management system. The following clause 14 only applies (respectively) to those Licensees that use the HW technology in this way.

14. API LICENSEES

This clause only relates to and is only binding on those Licensees that connect to HW's IT system via an API.

- 14.1. HW shall have the right to suspend the API connection at any time and from time to time in its absolute discretion in the event that the connection causes: (a) the HW system to suffer technical problems and/or (b) the HW system becoming overloaded and/or (c) the HW system's processing or response times to significantly increase. HW values all their accommodation partners who connect via the API and will not take such action lightly or without making reasonable attempts to notify any Licensees who would be or might be suspended as a result of this action, ideally in advance of but possibly during or after such a suspension of services. Furthermore, HW will endeavour to minimise the amount of time for which the API is suspended and to work with the Licensees to, where reasonably possible, mitigate the impact of such a suspension on the Licensees business.
- 14.2. The Licensee is responsible for ensuring that its API connectivity provider has the capacity and functionality to be able to provide reporting to HW that shows the level of Bed / Bedroom and/or Experience availability and allocation provided to HW, both historically and by way of projections for the future.

15. MOBILE ONLY RATES AND APP ONLY RATES

This clause only relates to and is only binding on those Licensees that participate in HW's 'Mobile Only Rates' and/or 'App Only Rates' promotional deals (the "Promotional Tools").

- 15.1. The Promotional Tools enables the Licensee to discount all its current accommodation inventory only ("**Inventory**") displayed on the HW mobile website and/or HW mobile applications by 10% or such other percentage as may be offered by HW from time to time (the "**Discount**").
- 15.2. The Discount will apply to all rooms and all rates for such period as the Licensee shall instruct HW to apply the Promotional Tools for (the "**Promotional Term**").
- 15.3. The Licensee is required to instruct HW as to whether it wishes to apply either the Mobile Only Rates deal or the App Only Rates deal or both. Only HW may apply or disapply the Promotional Tools. HW shall act on the Licensee's written instruction in relation to the application or disapplication of the chosen Promotional Tool(s) and will implement such instruction within three (3) working days. The Licensee shall at all times determine the pricing of its Inventory.
- 15.4. The Promotional Tools can only be applied to the Licensee's Inventory as displayed either on the HW mobile website, mobile application, tablet application and tablet website. For the avoidance of doubt, the Promotional Tools cannot be applied to the Licensee's Inventory as displayed on the HW desktop website. Once the Promotional Tools have been applied and for the Promotional Term, (i) the Discount will apply to the Licensee's total displayed Inventory on the HW mobile website, mobile application, tablet application and tablet website or all of them, and (ii) all bookings made via the HW mobile website, mobile application, tablet application or tablet website or will use the discounted rate as the Base Rate.
- 15.5. HW reserves the right to monitor the use of the Promotional Tools and may in its sole discretion and at any time disapply it in relation to the Licensee for any reason. Nothing shall restrict the Licensee from, at any time, directly promoting the availability of any Inventory under its ownership or control on or from its website domains or third party platform.
- 15.6. Hostelworld may terminate or suspend the Promotional Tools for any reason and without incurring any penalties as to termination on three (3) days' written notice.

16. ANIMAL WELFARE

- 16.1. Hostelworld is opposed any experience that promotes and involves intentional direct contact with wild animals in their natural habitat, including, petting, feeding, riding animals or similar practices (the "Prohibited Practices"). Exceptions may be made in the event the experience is part of a non-profit organisation conducting conservation or rehabilitation projects. Hostelworld prohibits any activities that cause animals harm, including but not limited to experiences where guests (1) ride, bathe, or feed elephants; (2) walk, pet, take selfies or have any direct interactions with big cats; (3) attend any of the following – marine animal shows, bears riding bicycles, charming cobras shows, tigers in captivity at restaurants, alligator and crocodile parks, circuses, animal amusement parks, travelling petting zoos, and exotic pet cafés; (4) attend any experiences involving marine mammals in captivity; (5) purchase or consume wild animal

products; or (6) take part in sports where the animals may be harmed or overexerted such as canned and trophy hunting, bullfighting and running, bear-baiting, cockfighting, elephant polo, rodeo, greyhound racing, dog sled racing, horse racing, and horse polo.

- 16.2. Hostelworld is committed to ensuring that all our accommodation and experience affiliates around the world work to ensure the highest quality of life for any animals involved. In doing this, we are guided by (and require our affiliates to respect) the internationally accepted standards of care for animals, the *Five Freedoms for Animals* – (i) freedom from hunger or thirst with access to fresh water and an appropriate diet to maintain full health; (ii) freedom from discomfort by providing an appropriate environment including shelter and a comfortable resting area; (iii) freedom from pain, injury, or disease by treating animals respectfully and providing prompt access to veterinary care; (iv) freedom to express normal behaviour by providing sufficient space, proper facilities, and allowing for company of the animal's own kind; and (v) freedom from fear and distress by ensuring conditions and treatment which avoid mental suffering.
- 16.3. Accordingly, the Licensee hereby confirms that (i) neither it nor any of its officers, employees or other persons associated with it has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with the Prohibited Practices; (ii) it shall comply with all applicable animal welfare laws, statutes, regulations and codes; and (iii) it shall ensure that animals (including but not limited to animals of whatever species for any form of entertainment*) shall not be caused any harm, suffering or distress as a result of any experiences, activities or events promoted, managed, arranged or organised by the Licensee.

* 'Entertainment' is an inclusive term taking in all form of animal acts.

17. INTERNAL COMPLAINT HANDLING SYSTEM

- 17.1. HW has an internal complaint-handling system that is available to all properties free of charge. The Licensee may make a complaint related to any of the following, where they affect the Licensee in particular: (1) concerns about HW's compliance with its obligations under the P2B Regulation; (2) technological issues directly related to HW's provision of the HW Services to the Licensee; or (3) measures taken by HW in respect of its provision of the HW Services which affect the Licensee. Complaints may be submitted to HW by emailing us on support@hostelworld.com.
- 17.2. The Licensee's complaint will be reviewed and forwarded to the appropriate internal resources to consider the concern you have raised.

18. MEDIATION

- 18.1. In addition to the complaint-handling system described in clause 17 above, in the event of a dispute, either of HW or the Licensee may request the other party to engage in mediation. The P2B Regulation requires both HW and the Licensee to engage in good faith throughout any mediation attempts, including complaints that could not be resolved by means of HW's internal complaint-handling system.
- 18.2. If the parties agree to mediate, HW will engage in mediation using either:
 - o The Chartered Institute of Arbitrators, Irish Branch: www.ciarb.ie/; or

- o The Mediators Institute of Ireland: www.themii.ie/
- 18.3. Notwithstanding the provision of clause 18.2, the Licensee is not required to use one of the mediators set out above and the parties may agree on another mediator.

APPENDIX 1

1. The following payment and offset provisions will apply so as to facilitate the effective payment of the Service Fee to HW by the Licensee:

- 1.1. in the event that the Deposit exceeds the Service Fee, HW shall retain the proportion of the deposit that equals the Service Fee and shall pay the remainder to the Licensee;
- 1.2. in the event that the Deposit is less than the Service Fee, HW will retain the entire deposit and the Licensee shall pay the difference to HW;
- 1.3. in the event that the Deposit is equal to the Service Fee, HW shall retain the entire deposit and no further sums shall become due from either party to the other; and
- 1.4. in the event that HW, acting on behalf of the Licensee, is ever required by law to refund the Deposit to a Customer, the Licensee shall pay the entire Service Fee to HW.

2. Where the Licensee is required to make a payment to HW pursuant to paragraphs 1.2 or 1.4, of this Appendix 1 the Licensee will effect payment of such sums either by setting up a form of direct debit or automated credit card payment, such that the appropriate amount can be collected by HW on a daily basis (save where an alternative form of payment is agreed by both parties). Where HW is required to make a payment to the Licensee pursuant to paragraph 1.1 of this Appendix 1, HW will make the payment in a timely fashion, either by means of an aggregated payment which is calculated and made on a monthly basis or by such alternative method as HW may instigate (acting reasonably) from time to time.