

Migoda Service Agreement

This Agreement comes into force between these two parties:

On one hand,

Migoda Services GmbH, -hereinafter referred to as "Migoda"-, a German company, with its registered office at Neuer Wall 38, 20354 Hamburg, Germany. The company's registration number is 158535, its VAT number is DE326098841 and
Tel: +49 40 228 200 166

On the other hand,

.....
-hereinafter referred as "Hotel"-,
addressed at

Street:

Postcode and City:

Country:

with the trade name

The Migoda Service Agreement ("Agreement") contains the Terms and Conditions on which Migoda Services GmbH allows for the Hotel to provide their rooms and a meal package made available either for a single booking or a booking for two persons with a Coupon, who need to be older than 18 years, through the Migoda website.

GENERAL STATEMENTS:

ARTICLE 1

SUBJECT OF THIS AGREEMENT

The subject of this agreement is to set down the Terms & Conditions between Migoda and the Hotel. The Hotel will provide for the engagement in this program Hotel details, such as type and category of accommodation, meal package pricing as well as available dates showing in the provided Extranet calendar.

During the time of this agreement the Hotel shall provide Migoda Coupon Holders with the availability of rooms and a meal package to be offset against Coupons. Each Coupon includes the right for 2 persons to stay for one free night in a double-room of the Hotel. The Hotel is free to give a single-bed room, if the person is going to stay alone. As long as the Hotel has capacity for more nights there is no limitation of nights per guest - it's the free choice of the hotel how many nights it makes available to a Migoda Coupon Holder.

ARTICLE 2 REGISTRATION

The signing of the Hotel has to be done by clicking on the 'Join For Free' Button on the top right corner of the website or through the directly sent invitation email.

After the online registration/ onboarding, Migoda will assist the Hotel with the Profile creation.

ARTICLE 3 USING OF THE DASHBOARD

After signing up on the Migoda Hotel website, Migoda will send the Hotel an email verifying your Hotel as a Migoda Partner Hotel and giving the login details for the Extranet dashboard.

You will be able to enter the Hotel details such as hotel information, property, facility, activity, meal package information, photos and available dates that your hotel has marked on the Extranet Calendar etc. on this platform. Should the Hotel need assistance, please do not hesitate to contact us through support@migodahotels.com.

After filling the Profile in the Dashboard with all necessary and useful information about the Hotel and putting the price for your offered meal package, Migoda will verify before all of the information goes online, that it is entered correctly and translated in all languages the Migoda platform is offering. All these translations will be the exclusive property of Migoda and the Hotel will not have the right to use such translations (in any way or form) in any other distribution or sales channel or for any other purpose.

Only after you signing and we receiving (either by mail or fax) this Migoda Service Agreement back, your Hotel Profile will go online on our migoda.com website to meet the Coupon holders.

ARTICLE 4 MEAL PACKAGE AND ACCOMODATION

The Hotel is free to choose the content of the meal package offer. The meal package should be priced realistically and can consist of breakfast, half board, all-inclusive or even ultra-all-inclusive.

The Hotel is allowed to change the meal package category and meal package price. The Hotel is solely responsible for setting a price (including any Taxes if applicable, or charges for your meal package offer). Once a Coupon Holder requests a booking, the Hotel may not request that the Coupon Holder pays a higher price than in the booking request. Price or category changes made in the system will not affect the Coupon Holders, who have already bought and paid the meal package. By price or category changes, which are made by the Hotel after the booking of a Coupon Holder was done, the Hotel has to offer the Coupon Holder the same package, which was bought.

Any such responsibility, which derives from the noncompliance of the aforementioned obligation, will be abided in its entirety by the Hotel.

ARTICLE 5 GUARANTEE

The Hotel confirms and ratifies by signing the present agreement that;

- a) the information supplied by your side to Migoda is true, concise, and valid to date.
- b) the Hotel is responsible for keeping the information up-to-date at all times.
- c) it complies with rules and regulations related to the services provided, focusing its aims in ensuring a maximum level of quality and service to the Migoda Coupon Guest arriving at the Hotel.
- d) the Hotel will not treat any guest who books through the Migoda website differently than any other guests, who book rooms directly through the Hotel or any third party booking or distribution channel.
- e) the Hotel has taken out appropriate and sufficient insurance against any claim, lawsuit or accident whose object is:
 - theft, loss or damage to goods, furniture or property, either personal or third party.
 - personal injury or death.
 - liability in relation to Coupon Holders and/or third parties.
 - booking mistakes (overbookings etc.) and/or not being able to supply a room to a Migoda Guest
- f) the Hotel has taken out appropriate and sufficient insurance against force majeure.
- g) the Hotel will hand in the annual operating license and/or similar certificate's, indicating the compliance with the health and safety obligations required to operate legally in the jurisdiction in which the Hotel is operating.

Any such responsibility which derives from the noncompliance of the aforementioned obligations, as well as the lack of accuracy of the information provided, will be corrected in its entirety by the Hotel. The Hotel has to ensure that their Terms and Conditions are updated and applicable to such a case. In the event that the information provided is incorrect or untrue, the Hotel shall be responsible for any potential measure taken against him for this reason.

ARTICLE 6 BOOKINGS

The Hotel will be informed about incoming requests by Migoda in multiple ways such as via text message, email and a notification in the Extranet Dashboard "Booking overview" section. The text messages and emails include the link to Migoda's Extranet Booking Overview. The Hotel has 48 hours to respond to this booking request in the Extranet Booking Overview, otherwise the Coupon Holder will be informed that the booking failed on the Hotel's behalf.

The Coupon holder has after receiving the confirmed booking request from the Hotel only 48 hours to make the payment. If the Coupon Holder does not make the payment within the 48 hours after the confirmed booking request the whole booking becomes obsolete.

Bookings can be confirmed or denied. A confirmation means that the Hotel is entering into a legally binding agreement with the Coupon Holder. For each confirmed booking the Hotel has to honor this booking. The only exception will be if there is Force Major, which is defined under Article 8 of this contract.

If the Hotel denies a booking request, although the dates shown on the calendar were available, the Hotel has to inform Migoda about the reason for denial.

In this case, Migoda is going to send the Hotel for each denial a warning and if the Hotel denies five times a booking request within six months ("grace period"), although the dates were shown available on the Extranet Calendar, Migoda reserves the right to delete this Hotel from the system, which means that this Agreement can be terminated. During this grace period the Hotel is going to be under supervision and Migoda is offering the Hotel the opportunity of making amends/ improving the booking management.

ARTICLE 7 CANCELLATION

After confirmation of the booking request, the Hotel does not have the opportunity to cancel the booking. The only exception from this regulation will be, as mentioned before, force majeure.

While the Hotel does not have the opportunity to cancel a previously confirmed booking, the Coupon Holder has the right to cancel the booking for free prior to the last 48 hours before the arrival at the Hotel. In this case, the Hotel will be informed immediately by Migoda and there will be no payout.

By cancellation after the free cancellation period, which consists of the last 48 hours before arrival at the hotel, the Coupon Holder will be charged fully and the Hotel will get the full amount for the meal package with discount of the Migoda commission.

By "No Show" of the Coupon Holder, Migoda is going to pay the full amount for the meal package to the hotel, for which the Coupon Holder was charged fully, discounted by the Migoda commission.

If there is a conflict between any terms and conditions included in the Hotel's terms and conditions, in particular to cancellations, the terms in this Agreement should be implemented.

ARTICLE 8

FORCE MAJEURE

In the event of force majeure such as war, earthquake, revolution, terrorist attacks, border closures, natural disasters and any other cause which seriously affects any of the parties, any non compliance on behalf of the Party affected by the obligations contained in this Agreement shall be excused.

In such a case, the complete costs which are carried by the travelling Migoda Coupon Holder(s) will be absorbed by the insurance of the Hotel.

ARTICLE 9

PAYMENT, COMMISSION AND TAXES

The payment will be sent to the Hotel after the free cancellation period, which can be defined as the period of 48 hours before arrival at the hotel. Before or with the arrival of the Coupon Holder, Migoda will send the amount of the meal package price, with the Migoda commission excluded by Wirecard Virtual Card.

Migoda will receive for the sale of the realized meal package price 12,5% as a commission for facilitating the booking.

If the Hotel acknowledges that Migoda has incorrectly derived any fees, charges or any other amounts relating to the Hotel's meal package, the Hotel should immediately notify Migoda.

Migoda reserves the right to make changes or updates on its commission system, invoicing system, payment methods and/or invoicing requirements with a prior notice at any time.

ARTICLE 10

COUPON HOLDERS WITHOUT PRIOR BOOKING

Walk-In Migoda Coupon Holders are not to be accepted! The Hotel is allowed to sell them a room at regular price. To utilise the Migoda Coupon the Coupon Holders have to make the room reservation through the Migoda.com website and pay prior the meal package offered on the website.

ARTICLE 11

OVERBOOKING AND RESPONSIBILITY

In the event that the Hotel cannot offer a room to the Migoda Coupon Holder, despite the Hotel's confirmation for the stay, this shall be the sole responsibility of the Hotel. In this case the Hotel is required to find a comparable replacement, i.e. a new hotel with a similar or higher category and at a similar location and if no replacement is possible all expenses this alteration may produce including the expenses for arrival and departure should be paid to Coupon Holders by the Hotel. Migoda will be exempt from any complaint made by the Coupon Holder in this respect.

ARTICLE 12

COMPLAINTS

Any claim from a Coupon Holder because of badly provided services shall be compensated by the Hotel. In the event of the Coupon Holder having food poisoning as a result of these badly provided services, the Hotel will be responsible for the compensation of the damages. Migoda will be expressly exempt from any liability resulting from these claims.

In case of sustained loss, because of any act of the Coupon Holder, the Hotel has to inform Migoda about such a case, so that Migoda has the opportunity to delete this Coupon Holder from its database.

ARTICLE 13 CONFIDENTIALITY

The involved parties expressly agree and give their consent to maintain confidentiality with regard to all documents and information related to this Agreement throughout its duration and expiration, also applying to any amendments or extension, in particular, the involved parties expressly agree and give their consent to:

1. Save confidential information securely and with strict confidentiality, adopting measures to ensure that it is accessible only to those employees who must develop the corresponding tasks and under the premise that they need to know the content.
2. Not copy, reproduce or use the confidential information for purposes other than those included in this agreement to meet the obligations derived from the contract.
3. Without the express written consent of the Party whose information will be disclosed, during and after the Term, no Party will disclose or allow the disclosure of any Confidential Information of another Party to any third party. "Confidential Information" includes, but is not limited to, information (i) provided by a guest in connection with any booking, (ii) provided by Migoda or obtained by the Hotel in connection with this contract. "Confidential Information" does not include any information that (A) becomes publicly available without receiving Party's breach of any obligation owed to the disclosing Party, (B) was known by the receiving Party prior to the disclosing Party's disclosure of such information, (C) became known to the receiving Party from a source other than the disclosing Party where such source did not breach an obligation of confidentiality owed to the disclosing Party, or (D) is independently developed by the receiving party. A Party may disclose another Party's confidential information if required to do so to comply with a court order or other government demand that has to force of law; provided that prior to disclosure, the disclosing Party must seek the highest level of protection available and provide the other Party with reasonable notice to seek a protective order. All confidential information will remain the exclusive property of the disclosing Party.

ARTICLE 14 DATA PROTECTION

The personal details of Coupon Holders as well as the individuals, who sign this Agreement, shall be incorporated by the Hotel into a company-owned file with the purpose of executing the Agreement relationship, management, administration, provision, extension and improvement of the agreed services, the administration of the bookings and the invoicing/payment of these, the charging of the marketing and override commission expenses, as well as the management of any activity required by the Hotel or by the Coupon Holders.

As holder of the data, Migoda grants his express consent to sending advertising or promotional communications related to the activities of Migoda, through any medium, whether it is electronic mail, postal mail, FAX, and/or any other equivalent means of communication.

Migoda shall be able to revoke the consent granted for these purposes, as well as to exercise the rights of access, correction and cancellation, by means of written notification.

ARTICLE 15

INTELLECTUAL PROPERTY RIGHTS

For all the information, photos etc. which are supplied by the Hotel or pre-entered in the system by Migoda to simplify the sign-in procedure, the hotel is solely responsible for all Content that he makes available on or through the Migoda Platform. Accordingly, the Hotel represents and warrants that: (i) the Hotel either is the sole and exclusive owner of all Content that he makes available on or through the Migoda Platform or the hotel has all rights, licenses, consents and releases that are necessary to grant to Migoda the rights in and to such Content, as contemplated under these Terms; and (ii) neither the Content nor the posting, uploading, publication, submission or transmittal of the Content or Migoda's use of the Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

The Hotel makes sure, that he is not allowed to post, upload, publish, submit or transmit any Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates Migoda's Terms and Conditions and any other Migoda policy. Migoda may, without prior notice, remove or disable access to any Content that Migoda finds to be in violation of these Terms or Migoda's then-current Policies or Standards, or otherwise may be harmful or objectionable to Migoda, its Members, third parties, or property.

ARTICLE 16

TRANSFER

If the Hotel reserves the right to transfer in whole or in part or to delegate by any means any of the obligations and/or rights contained in this Agreement to any cooperation incorporated, controlled or owned by the group or to its parent company, or subsidiary company of the parent company, the new owner, holder or grantee must fulfil the Terms and Conditions established in this Agreement. Otherwise Migoda has the right to claim compensation from the Hotel for the sustained loss.

For this purpose, the Hotel must reliably provide Migoda with the details of the new owner, holder or grantee and with the details about the changes including meal packages at least 12 days prior notice. In case of non-compliance with the obligation of providing reliable communication to Migoda, the Hotel shall be responsible for any failure, error or omission, which may occur as a result of it.

ARTICLE 17

PLACEMENT AND RANKING

Migoda can offer the Coupon Holders a ranking system, in which the Coupon Holders are allowed to comment and rank the service they got from the Hotel. Migoda reserves the right to put the comments and rankings into the platform. Because of Migoda's position in this case as distributor of the comments and rankings, Migoda is not obtained to prove and verify the correctness of this information.

Migoda undertakes that the content, which should not consist of any insult, swearing or name of a person, of the comments will be proofed before publication. Furthermore, Migoda reserves the rights to refuse, correct and ban these kinds of ratings.

The placement and ranking of the Hotel in search results on the Migoda Platform may vary and depend on a variety of factors, such as Coupon Holder's search parameters and preferences, Host requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, reviews and ratings, type of Host Service, artificial intelligence (AI).

ARTICLE 18

MISCELLANEOUS

a) Disputes and other Charges

If a dispute arises with respect to any payment obligation under this Contract, the Parties will work together in good faith to resolve such dispute, and until such dispute has been resolved in a manner satisfactory to the Parties, the Hotel will not (i) charge or attempt to charge the Coupon Holder directly for the disputed amount, (ii) refuse to honor any Coupon Holder's booking or (iii) take any other action likely to interfere with the fulfillment or enjoyment of any Coupon Holder's booking. The Hotel is responsible for any changes and services requested by a Coupon Holder directly from the Hotel and the Hotel is solely responsible for collecting from the Coupon Holder any charges for such changes or services.

b) Insurance

The Hotel represents and warrants that they have liability insurance coverage in an amount that is consistent with best price industry practice.

The Hotel has to inform Migoda with a prior notice 30 days before such insurance is cancelled or it expires.

c) Enforcement

After this Agreement comes into force, it is going to be effective for 2 years and unless the Hotel or Migoda gives prior proper notice of an intent to terminate, this Agreement will be automatically renewed for successive 12 months. To terminate this Agreement both parties should give prior notice three (3) months before the expiration date of this contract. In this case the Hotel shall respect the bookings made and confirmed before the date of notification, as well as any other commitment made with the Hotel until that time.

d) Validity of the clauses and their modification

Any modifications to this Agreement shall be agreed in writing between the parties without affecting the validity of the rest of the unmodified stipulations. All modifications and changes to this contract, including any additional agreements must be made in writing.

If the Hotel does not accept such modifications or new or additional Terms and Conditions, the Hotel has to terminate this Agreement upon written notice to Migoda. The failure to exercise the right to terminate this Agreement within (30) days after notice of any modification or new or additional Terms and Conditions to this Contract, will constitute the acceptance of such changes. This will not affect the bookings, which are accepted during this notice period and the Hotel has to honor guests with accepted bookings.

e) Applicable legislation and jurisdiction

This Agreement is subject to German Law and any dispute or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by German courts.

In full agreement, the Parties sign the nine (9) pages of this agreement consisting of 18 articles in duplicate copies and to one single purpose, in the city and date indicated.

Inam.....


Migoda Services GmbH
Neuer Wall 38, 20354 Hamburg
Deutschland

info@migoda.com
HRB 158535 - USt-ID-Nr: DE4874303289

Migoda Services GmbH

Hotel

Please send this contract either by fax: +49 40 228 200 169 or by scanned email: admin@migodahotels.com in a timely manner back to us.