



Terms and Conditions The Digital Concierge B.V.

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## **General provisions**

### **A Definitions**

In these terms and conditions the following is meant to be understood as:

#### **Request**

An act of a (legal) person with which they want to make known to want to make use of services of The Digital Concierge.

#### **Services**

The services to be provided by The Digital Concierge for the benefit of Hotelier/Landlord/Host, such as, but not exclusively limited to, providing access to the software developed by The Digital Concierge and providing the opportunity to adjust this software.

#### **Guest**

The natural or legal person or company who has concluded a catering agreement with a catering company or the natural person(s) to whom one or more catering service(s) have to be provided on grounds of a catering agreement concluded with the client.

#### **Hotelier/Landlord/Host/Host**

The natural or legal person or company who makes his business out of providing catering services, of which the providing of accommodation can be regarded as (one of the) main services, and with whom The Digital Concierge has concluded an Annual Contract.

#### **Annual Contract**

A (written) agreement between The Digital Concierge and Hotelier/Landlord/Host, to which these Terms and Conditions are applicable. This will be provided in the shape of the Invoice to the Hotelier/Landlord/Host.

#### **The Digital Concierge**

The Digital Concierge B.V., located in Amsterdam, registered at the Chamber of Commerce under number 58745076. The Digital Concierge is further referred to in this document as TDC.

#### **Application**

The programming (software and firmware) developed by The Digital Concierge (or by third parties as commissioned by The Digital Concierge), which also includes but is not exclusively limited to the programming code for setting up, adjusting and maintaining a (digital) application which the Hotelier/Landlord/Host can use to provide information on the vicinity to his Guests.

#### **In writing**

Whenever there are communications that have to be made 'in writing' in these Terms and Conditions, then this is also meant to include a notice by (registered) letter or by email, unless expressly and in writing determined otherwise.



## **B Applicability**

B.1 These terms and conditions apply to all offers of TDC, to all services of TDC and to all Agreements (or other legal relationships) to which TDC is involved, unless expressly agreed upon otherwise and confirmed in writing by TDC. This includes, among others, but not exclusively, (the use of) the website, (the use and management of) the Application, API, Content Management System and any other software.

B.2 These conditions also apply, without further statement, to all subsequent Agreements between TDC and Hotelier/Landlord/Host, unless ruled out expressly and in writing.

B.3 Stipulations that represent the core of the performance are agreed upon in an Annual Contract to be drawn up by TDC.

B.4 Agreements which have been concluded through intermediation of TDC for the benefit of Hotelier/Landlord/Host with a third party for additional Services will keep the conditions belonging to that party applied in full for those specific additional Service(s) on to the Hotelier/Landlord/Host in addition to the Agreement(s) concluded with TDC.

B.5 Additional and/or deviating conditions - also meant to include purchasing conditions - of the Hotelier/Landlord/Host are not part of the Agreement and therefore do not bind TDC, unless TDC has expressly and in writing accepted those conditions.

B.6 In case of any contradictions in these Terms and Conditions with that of the Hotelier/Landlord/Host, these terms and conditions prevail, unless TDC has confirmed in writing that the conditions of the Hotelier/Landlord/Host prevail.

B.7 Whenever these terms and conditions are changed before the end of the contract period, the changed version becomes part of each Agreement formed after the change has become effective. Changes are announced in writing or by email and become effective thirty (30) days after announcement, or at another date noted in the announcement.

B.8 If the Hotelier/Landlord/Host does not wish to accept the changes in the Terms and Conditions, then he has the right to terminate the Agreement as of the date on which the changed conditions become effective without TDC being held to compensation of costs or loss or damage. The paid rent will be reimbursed proportionally.

B.9 Hotelier/Landlord/Host states to be the complete and legally competent party in his capacity as owner/manager/operator/tenant/lessee/representative or otherwise to conclude the Agreement through the payment of the invoice and obligates himself to submit proof for this upon request.

B.10 Hotelier/Landlord/Host is fully responsible for the conduct, acts and omissions of (its) employee(s) and User(s) on and/or with systems and/or Services of TDC and the Hotelier/Landlord/Host will point out the applicable terms and conditions to (the) employee(s) and User(s).

## **C. Offer & formation of the Annual Contract**

C.1 All offers or special offers of TDC are completely free of obligation, unless expressly provided otherwise in writing. If an offer or special offer of TDC contains an offer, free of obligation, and this offer is accepted by the Hotelier/Landlord/Host, then TDC has the right to revoke this offer within five (5) working days after taking note of the acceptance by the Hotelier/Landlord/Host.

C.2 Unless expressly agreed upon otherwise, the offers and special offers of TDC are valid for thirty days.

C.3 The Annual Contract is formed by placing or making a written or oral (telephone) Request to conclude an Agreement with TDC and its acceptance by TDC, or alternatively at the moment that TDC begins to perform the Request of the Agreement. Hotelier/Landlord/Host accepts these terms and conditions by his written or oral provision of a Request of the Agreement.

C.4 The acceptance by TDC specified in C.3 can take place through any means of communication. This also applies if the order or request has been placed by electronic means.

C.5 There are no obligations on TDC whatsoever to make resources available to Hotelier/Landlord/Host in order to track down or correct input errors and other mistakes made by Hotelier/Landlord/Host. The content of the Request of the Hotelier/Landlord/Host as it has been received by TDC applies as correct between the parties. Input errors and other mistakes made in the provision of the Request are at the expense and risk of the Hotelier/Landlord/Host.

C.6 TDC has the right to refuse a potential Hotelier/Landlord/Host without giving reasons.

## **D Prices and rates**

D.1 Hotelier/Landlord/Host owes a compensation for the Services to be performed by TDC as described in the Annual Contract and/or the Assignment. This compensation only applies in regards to the Services specified in the Annual Contract or Assignment.



D.2 Unless expressly agreed upon otherwise in writing with the Hotelier/Landlord/Host or indicated otherwise, all prices and rates used by TDC are excluding turnover tax and excluding any other levies imposed by the government and including administration and shipping costs.

D.3 TDC reserves the right to change the prices and rates. Changed prices and rates apply except if there is a different agreement on the moment on which this change is implemented by TDC. If Hotelier/Landlord/Host does not wish to agree to a change of the price announced by TDC, then Hotelier/Landlord/Host is entitled to terminate the Annual Contract in writing or by email within thirty (30) work days after its announcement, with the termination becoming effective on the date specified in the communication by TDC on which the price adjustment would become effective. The paid subscription fee will be reimbursed proportionally.

D.4 TDC reserves the right to charge the increase in one or more cost elements (including also, but not meant to rule out anything else, wages and insurance contributions) to the Hotelier/Landlord/Host. Such a price increase will be made known in writing by TDC to the Hotelier/Landlord/Host at least thirty (30) days prior to the date on which it will first apply. In this case, the Hotelier/Landlord/Host is entitled to dissolve the Annual Contract by means of registered letter within six weeks after the official date of the letter coming from TDC as referred to in the previous sentence.

D.5 Prices (annual contribution) are solely calculated on the total number of rooms/apartments on one location. The Hotelier/Landlord/Host is not allowed to make use of the Application on basis of a portion of the rooms or apartments present on the location. The provisions specified here can be deviated from in the agreement in writing and expressly.

## **E Invoicing and payment**

E.1 The subscription fees agreed upon are charged per year to the Hotelier/Landlord/Host by means of advance payment. The license payments for the first year need to be paid *before* the access to the management of the Application is provided. The subscription fees for the subsequent years are to be paid each time fourteen (14) days after the invoice belonging to this renewed subscription period. TDC will send a (new) invoice for this purpose in a timely manner. The provisions stipulated here can be deviated from if agreed upon otherwise expressly and in writing with the Hotelier/Landlord/Host.

E.2 Payment by the Hotelier/Landlord/Host needs to occur prior to the actual delivery of access and management to the Application on a bank and/or giro account designated by TDC, unless expressly agreed upon otherwise in writing. Payment needs to occur in the methods that are offered by TDC. This payment can only be made using the internet. The Hotelier/Landlord/Host can opt to make the payment through Via, Mastercard, PayPal or iDeal. The provisions stipulated here can be deviated from if agreed upon otherwise expressly and in writing with the Hotelier/Landlord/Host.

E.3 The payments made by the Hotelier/Landlord/Host first extend to payment of all interest and costs due and only then to payment of the oldest outstanding and payable invoices, even if the Hotelier/Landlord/Host specifies that the payment is related to a later invoice.

E.4 Without express written permission from TDC, the Hotelier/Landlord/Host is not allowed to settle his payment obligation towards TDC with a claim of Hotelier/Landlord/Host on TDC, no matter the circumstances.

E.5 TDC has the right to at any moment demand prepayment, cash payment, or security for payment from the Hotelier/Landlord/Host.

E.6 The payment terms as referred to in article E.1 are strict deadlines. In case of untimely payment, the Hotelier/Landlord/Host is in default with notice of default and TDC is entitled to charge legal interest starting from the expiry date of the invoice.

E.7 If the Hotelier/Landlord/Host does not pay or does not pay in time, then the Hotelier/Landlord/Host owes extrajudicial costs to TDC in addition to the interest referred to in E.6. These extrajudicial costs will be calculated on the basis of *Aanbeveling II* [Recommendation II] of the report *Voorwerk II* [Preliminary Work II], without prejudice to the right of TDC to charge the actually incurred costs, including any judicial and extrajudicial costs, to the Hotelier/Landlord/Host, if these exceed the amount calculated in this way.

E.8 In case of lack of payment or untimely payment by the Hotelier/Landlord/Host or of a lack or inadequate performance of any obligation resting on the Hotelier/Landlord/Host, TDC is entitled to dissolve the Agreement without judicial intervention and to suspend further deliveries or Services to be performed, without prejudice to the right of TDC to claim performance or compensation from the Hotelier/Landlord/Host of the damage and loss suffered as a consequence of the Dissolution of the Agreement.

E.9 Invoicing takes place *exclusively* digitally (by email) and is addressed to the email address given by the Hotelier/Landlord/Host.

E.10 If an invoice is not or not fully paid after expiry of the period referred to in E.1, then a late payment surcharge of 2% will be charged to the Hotelier/Landlord/Host from that time, without it requiring a further notice of default.



E.11 If an invoice is not or not completely paid after expiry of the period referred to in E.1, then TDC has the right to charge an amount of at least € 20 (twenty Euro) for administration costs to the Hotelier/Landlord/Host for each payment reminder, demand for payment etc. sent to the Hotelier/Landlord/Host. TDC will note this in the agreement and/or on the invoice.

## **F Delivery and delivery periods**

F.1 TDC will provide access to the Application as soon as possible after formation of the Agreement.

F.2 All delivery periods used by TDC are target periods and therefore not strict deadlines.

F.3 TDC is entitled to suspend the performance (delivery) of his obligations towards customers, as long as Hotelier/Landlord/Host has not paid all his (payment) obligations following any legal relationship existing with TDC.

## **G Communication**

G.1 All notifications in the context of the performance of the Annual Contract and these Terms and Conditions are to be done in writing. To be effective, the notification needs to have reached the receiving party. The burden of proof in this matter rests on the party sending the notification.

## **H Force majeure**

H.1 Force majeure is meant to be understood as every failure in the performance of the Agreement which cannot be attributed to TDC or Hotelier/Landlord/Host (including war, mobilization, disturbances, floods, blocked shipping and other blocking of transport, stagnation in, or limitation or cessation of the deliveries by public utility companies, fire, breakdown of machinery and other incidents, governmental measures, non-delivery of necessary materials and semi-finished products to TDC by third parties and other unforeseen circumstances, also in the country of origin of the materials and/or semi-finished products, which disturbs the normal business operations and delay the performance of an Agreement or make it reasonably impossible) since it cannot be attributed to the fault of TDC or Hotelier/Landlord/Host, nor would it come at the expense of TDC or Hotelier/Landlord/Host by virtue of the law, a legal act or generally accepted practices.

H.2 In case of force majeure, TDC will immediately notify the Hotelier/Landlord/Host of this. In case of force majeure on the side of the Hotelier/Landlord/Host, TDC is entitled to claim that the Agreement is changed in such a way, that its performance will still be possible. The discrepancies in incurred costs as a consequence of such a change will be settled between the parties.

## **I. Execution**

I.1 TDC will commit to execute the Services with care, wherever appropriate in accordance with the agreements and procedures recorded in writing with the Hotelier/Landlord/Host. This obligation has the nature of a performance obligation. It cannot be guaranteed that the Services are available at all times.

I.2 TDC is not responsible for suitability or usability of the Services for the purposes that the Hotelier/Landlord/Host has in mind, not even if this purpose was made known to TDC in advance. This also includes, but not exclusively includes, the situation in which the Hotelier/Landlord/Host is not able to generate (extra) turnover and/or income. The Hotelier/Landlord/Host therefore waives his right to voidness or to change the Agreement on account of error as referred to in article 6:228 and 6:230 of the Dutch Civil Code.

I.3 TDC reserves the right to check information and images as specified by Hotelier/Landlord/Host in the Application for correctness.

I.4 TDC reserves the right to refuse information and images as given by Hotelier/Landlord/Host.

I.5 Hotelier/Landlord/Host is at all times responsible for the accuracy of the information specified in the Application. Even if it is entered by TDC at the indication of Hotelier/Landlord/Host.

I.6 TDC is entitled to outsource the performance of the Annual Contract or parts thereof or have them performed by third parties, if this would promote a good or efficient execution of the Assignment in the opinion of TDC. These third parties can make a direct appeal to these terms and conditions towards the Hotelier/Landlord/Host. The scope of article 7:404 of the Dutch Civil Code is expressly excluded in this matter.

I.7 TDC is allowed to use the name and logo of Hotelier/Landlord/Host for promotional purposes, also including but not limited to the recording of examples / images and such of Systems in a portfolio, unless expressly and in writing ruled out by both parties in the Annual Contract.

I.8 Hotelier/Landlord/Host obtains with the Annual Contract the non-exclusive and non-transferrable right to exploit the Application for own purposes through software programming to be arranged by TDC.

I.9 Hotelier/Landlord/Host is responsible for all use of the Application.



I.10 Hotelier/Landlord/Host will provide all data and information required for the execution of the Assignment that TDC believes to be necessary. In addition, Hotelier/Landlord/Host is obligated to provide all other facts and circumstances that might be of importance for the correct execution of the Annual Contract.

I.11 Hotelier/Landlord/Host is required to refrain from unauthorized use of the Application and will conduct and behave in accordance with what TDC can expect from a careful user. In particular, for the use of the Services, the Hotelier/Landlord/Host will: (a) not place information in the Application that breaches the intellectual property rights of third parties; (b) not offer products or services which were stolen, or in violation of legal provisions or otherwise breach rights of third parties; (c) not spread information that is in breach with legal provisions, the public order and good morals; (d) not deliberately spread viruses or other programs that could do damage to equipment, programming or information of third parties; (e) (attempt to) obtain access to computers or computer systems they have no authorisation for ('hacking'); (f) not change or erase information of other users of the Services placed in the Application or make this information unusable or add information to that information of third parties without permission of the concerning third party; (g) not make use of the Application in such a way that the correct operation of it is hindered, or damage or hindrance could be caused to other users of the Application; (h) to refrain from in any way making his User Name or (a part of) the Application available to third parties. Hotelier/Landlord/Host will keep his User Name strictly personal and secret; (i) comply with all indications of TDC which are given in relation to use of its Application.

I.12 Without prejudice to its other rights on grounds of the law or the Annual Contract, TDC reserves the right to suspend its obligations towards Hotelier/Landlord/Host or to dissolve the Agreement if they are acting, or reasonably suspected to be acting, in breach with article I.9, without TDC being held to any damages.

I.13 Hotelier/Landlord/Host is required to make the Application available to its guests free of charge. The provisions stipulated here can be deviated from if agreed upon otherwise expressly and in writing with the Hotelier/Landlord/Host.

I.14 Hotelier/Landlord/Host gives permission to its Guest(s) by providing a 5-number code to this Guest(s) to use the Application and to see the information contained within, or to use it.

## **J Complaints**

J.1 Unless agreed upon otherwise, the Hotelier/Landlord/Host needs to notify complaints to TDC regarding the Application and/or (additional) Services within seven (7) working days after the start of the online availability of the Application or after delivery of the (additional) Services, in writing and with a clear description of the complaints. In case of a lack of such a notification, any claim towards TDC in regards to defects in the delivered Application and Services lapses.

## **K Intellectual and industrial property rights**

K.1 All intellectual property rights in relation to the Application and any additional Services are vested in TDC or in its licensors.

K.2 Hotelier/Landlord/Host acquires, to the extent necessary in order to use the Application and any additional Services, a non-transferrable and non-exclusive user right in relation to these intellectual property rights.

## **L Personal information**

L.1 Hotelier/Landlord/Host and TDC will comply with all obligations incumbent on them in the context of privacy legislation.



## **M Liability of The Digital Concierge and indemnification**

M.1 These Terms and Conditions describe the full extent of the obligations of TDC and liabilities in relation to the delivery of the Application and the granting of (additional) Services.

M.2 TDC is not bound to any guarantees, conditions or other provisions except for those explicitly noted in the Agreement.

M.3

The maximum total liability of one party towards the other for all claims of any kind in relation to this Agreement, either by contract, guarantee, condition, wrongful act, strict liability, regulation or otherwise is limited to the compensation that the Hotelier/Landlord/Host is due on grounds of the Agreement for a period of three (3) months prior to the moment at which the loss or damage was caused. In no circumstance will the recovery, regardless of whether this is based on a single cause of action or multiple causes of action, amount to more than one thousand euro (€ 1,000).

M.4 Depending on article M.8, parties will under no circumstance or as a consequence of a breach of contract, guarantee, condition, wrongful act, strict liability, regulation or otherwise be liable towards the other for special, consequential, incidental, or indirect loss or damage (including loss of business profit or income, loss of contracts, loss of information, interruption of use, unavailability of information, or the costs of the acquisition of substitution goods) or for loss or damage because of blame or noneconomic damages.

M.5 The limitations as set out in provisions M.3 and M.4 are not applicable on (1) claims by TDC towards Hotelier/Landlord/Host for infringement on intellectual property right, or (2) for payment of the amount due by Hotelier/Landlord/Host to TDC for the Framework and (additional) Services which have been purchased on grounds of the Agreement.

M.6 In no circumstance is TDC liable for the method in which the Hotelier/Landlord/Host, its employees or third parties make use of the Application. In particular, but not exclusively so, the Hotelier/Landlord/Host will indemnify TDC for claims by third parties related to the content of the Application and the goal that is strived towards in its use.

M.7 TDC will bear no liability for the consequences of the loss of content which is stored in the Application and (additional) Services of TDC.

M.8 Nothing in the Agreement will limit or rule out the liability of TDC

- a) for death or personal injury caused by the negligence of TDC;
- b) for fraud performed by TDC;
- c) for breach of the obligations under applicable national laws of a mandatory nature by TDC;
- d) liability that cannot be ruled out in the Agreement by law.

M.9 All guarantees, conditions or other provisions concerning the Application or (additional) Services which can otherwise be considered to part of the Agreement by virtue of regulation, legal precedent, laws applicable in the country in which the Hotelier/Landlord/Host purchases the Application or Services or otherwise (including but not limited to any implicit provision related to quality, fitness for purpose, reasonable care and expertise) are hereby expressly ruled out to the extent legally allowed.

M.10 In particular, TDC bears no liability for damage caused by hacking, to the extent that cannot be attributed to malicious intent or gross negligence of TDC.

M.11 The legal remedies described in this Agreement are the only and exclusive legal remedies of Hotelier/Landlord/Host for claims towards TDC on grounds of or in relation to this Agreement.

Hotelier/Landlord/Host waives rights or claims that can originate from the refusal of TDC to accept the Order of Hotelier/Landlord/Host.

M.12 Hotelier/Landlord/Host will indemnify TDC and all employed third parties for all claims of third parties regarding liability, loss and damage and costs, caused as a consequence of or relating to the use or non-use by Hotelier/Landlord/Host of the Services.



## **N. Management of the Application**

N.1 TDC is entitled to put its Application (temporarily) out of service without prior announcement and/or limit its use to the extent necessary for needed maintenance of the Application, or for improvements or innovations to that Application, all with prior explicit oral or written permission of Hotelier/Landlord/Host.

N.2 TDC is entitled to make changes to the access procedure and access code(s) of the Application if this yields an improvement in functionality and/or security and will notify the Hotelier/Landlord/Host of this in advance.

N.3 TDC reserves the right to block the access provided to the Hotelier/Landlord/Host to the Application and/or put the Application out of service if the Hotelier/Landlord/Host acts in breach with the provisions in article I. In that case, the Hotelier/Landlord/Host remains obligated to completely pay the invoice and pay for any loss or damage.

N.4 TDC reserves the right to implement changes in the Services. TDC will make an effort to report changes in advance that would result in a limitation of the core functions of the Application, with due observance of a reasonable period of time, unless this is not reasonably or technically possible. If Hotelier/Landlord/Host does not want to agree with a change of the Application as referred to in the previous paragraph, then Hotelier/Landlord/Host is entitled to give notice of termination of the Agreement in writing or by email within thirty (30) working days after taking note of a change.

N.5 TDC may possibly extend the Application with modules containing new functionalities. Modules which are offered to new users against payment, do not automatically fall under the scope of the Annual Contract. If Hotelier/Landlord/Host wants to make use of these modules then they are required to make further agreements about this with TDC.

## **O. Duration of the agreement**

O.1 The Agreement with the Hotelier/Landlord/Host is concluded for the duration of at least twelve (12) months, starting from the date of the invoice. The minimum duration applicable for a concerning service is accepted by the Hotelier/Landlord/Host through the order process.

O.2 The rental period is automatically extended for an undetermined period after the end of the period as referred to in O.1. and can subsequently be terminated per month. This notice of termination needs to occur in writing or by email, for the first day of the month which precedes that month after which they no longer wish to be bound to the agreement.

O.3 The Agreement can be terminated by TDC in writing or by email at the end of the initial period, the termination of which can be done without giving reasons or motivation.

## **P. Termination of the agreement**

P.1 Agreements are terminated by means of a notice of termination by one of both parties of the Agreement (in the context of article O.2). The notice of termination needs to occur by email (to [info@thedigitalconcierge.com](mailto:info@thedigitalconcierge.com)) or in writing, while referring the name and the accommodation known to TDC. Notice of termination by telephone are expressly not accepted.

P.2 Notice of termination can occur up to fourteen (14) days before the (automatic) extension date after the first year of the duration of the license. If notice of termination does not occur prior to that period, then the period is automatically extended for an undetermined period. The Annual Contract may then be terminated per month.

P.3 In case of notices of termination other than the method as referred to before, for example in case of termination before the end of the period, no reimbursement of already paid amounts takes place.

P.4 TDC is entitled, without prejudice to its right to dissolution in case of attributable breach on grounds of the provisions in article 6:265 of the Dutch Civil Code, to dissolve the Agreement by registered letter with immediate effect in whole or in part, if the Hotelier/Landlord/Host

a. files for bankruptcy or is declared to be in a state of bankruptcy;

b. files for suspension of payment or if suspension of payment is granted to him;

c. his business is wound-up and/or his activities are ceased and/or his business activities are thoroughly changed without previous written permission from TDC or if they are passed on to a third party;

d. the goods of Hotelier/Landlord/Host are attached because of substantial debts and this attachment is lasting for longer than two months.

P.5 In case of termination of the Agreement, all payments due by Hotelier/Landlord/Host to TDC are immediately and entirely claimable.

P.6 Because of the aforementioned termination of the Agreement, TDC is never held to damages or payment towards Hotelier/Landlord/Host, without prejudice to the right of TDC for complete damages due to breach by Hotelier/Landlord/Host of his obligations as referred to before and without prejudice to the other rights entitled to Hotelier/Landlord/Host in the matter.

P.7 If the Hotelier/Landlord/Host or TDC is entitled to dissolve the Agreement and makes use of this right, then Hotelier/Landlord/Host is obligated to pay TDC proportionally over the part of the Agreement already carried out already and to reimburse all costs made by TDC in the context of the Agreement.





P.8 Termination of the agreement by TDC is also possible in case TDC believes that there is a breach of trust with Hotelier/Landlord/Host or in case that there is a substantial conflict of interest during the execution of an assignment by TDC or if it threatens to occur with an assignment of another Hotelier/Landlord/Host. The other provisions in this article are correspondingly applicable.

P.9 After termination of the Agreement, the Hotelier/Landlord/Host is obligated, upon first request of TDC, to grant cooperation for giving to TDC or having TDC take back the Software and/or accompanying documentation as well as any back-ups of it.

#### **Q Support**

Q.1 TDC provides support by telephone, in writing or by electronic means in relation to questions of the Client regarding the use of the ordered and delivered Application.

Q.2 All support services are provided on working days customary in the Netherlands, at least between 9.00 and 17.00. Exact times and dates are determined in writing in joint consultation.

Q.3 The Digital Concierge will not be held to provide support under any circumstance, if the questions are related to:

- a) modification of the Application other than modification of information in regards to the content for which the Application is intended, of any kind, which is not made by TDC;
- b) the use of the Application in a way or in relation to other Programming or not described in the accompanying documentation or otherwise, not allowed under this Annual Contract;
- c) intentional incorrect use of the Application, whether or not by the Hotelier/Landlord/Host himself;
- d) inaccuracies or errors in Programming not originating from TDC, in hardware, in communication equipment, in peripheral equipment or in other equipment or Programming.

Q.4 Support services is not meant to include solving problems with:

- a) system configurations, hardware and networks;
- b) support on location;
- c) expanding the functionality of the Application upon request of the Hotelier/Landlord/Host;
- d) making the Application suitable for a configuration other than the original one;

#### **R Use of the Application by Guest**

R.1 The use of the Application by (a) Guest(s) is at own expense and risk.

R.2 If the Guest which acts in the capacity of user of the Application is younger than 16 years then he or she needs to have the permission of his or her parent or his or her legal representative for the use of the Application.

R.3 To be able to make use of the Application, the Guest, at own expense, needs to take care of the required devices, system programming and (internet) connection.

R.4 All intellectual property rights and/or similar rights to the (content of the) Application, including the underlying software, images, video and sound fragments, rest solely and exclusively with TDC, or with the Hotelier/Landlord/Host.

R.5 The Application was made with the utmost care. However, TDC cannot guarantee that the Application will always be available without interruption, errors or defects or will work and that the information provided is complete, accurate or updated. TDC reserves the right to temporarily or permanently discontinue the Application, without the User being able to derive any rights from it.

R.6 The Guest can terminate the use of the Application at any desired moment, by removing or uninstalling the Application from his or her mobile device.

#### **S Applicable law**

S.1 The Dutch law is applicable on the Agreement by exclusion of all others.

S.2 All disputes, following from or related to the Agreement, will exclusively be submitted to the competent court of the established location of TDC, to the extent legal provisions do not oppose this.

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