Booking.com

THE ACCOMMODATION AGREEMENT

Your Accommodation Agreement with Booking.com B.V.

Between:

Booking.com B.V., Herengracht 597
1017 CE Amsterdam
Netherlands

Commercial Register of the Chamber of Commerce and Industries Amsterdam, File number: 31047344, VAT number: NL805734958B01, Registration number Dutch Data Protection Authority: 1288246.

And You, The Accommodation

Property name: Munster Executive Apartments

Property address: 12 Monmouth Road, Essenwood Durban 4062

Contact person: Munster Executive Apartments

Company name (legal entity): T & H Ibrahim Family Trust

Company address (legal entity): 12 Monmouth Road, 4001, Durban, South Africa

Have agreed as follows::

1. Commission percentage

The commission percentage shall be 15%

2. Execution and performance

The Agreement is only effective after approval and confirmation by Booking.com B.V.

3. General delivery terms

This Agreement is subject to and governed by the General Delivery Terms (the 'Terms and Conditions'). The Accommodation declares that it has read and hereby accepts the terms and conditions.

4. Date

21 Sept 2018

General Delivery Terms

These general delivery terms (the "**Terms**") form an integral part of the Accommodation Agreement (the "**Accommodation Agreement**" and together with the Terms, "**Agreement**") entered into between an Accommodation and Booking.com (each a "**Party**" and collectively the "**Parties**").

1. DEFINITIONS

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

"**Accommodation**" means (a) the legal entity (legal person or natural person) that is a signatory to this Agreement as well as, as the case may be, (b) the accommodation ('property') in relation to which the legal entity is contracting and on the basis of whose location these Terms are provided and rendered applicable.

"**Booking.com Platform**" means the website(s), apps, tools, platforms or other devices of Booking.com on which the Service is made available.

"**Customer Service**" means the customer service desk of Booking.com which can be reached at customer.service@booking.com or such other address as set out in this Agreement.

"**Data Controller**" means a natural or legal person which alone or jointly with others determines the purposes and means of the processing of Personal Data.

"**Direct Debit**" means the instruction given by the Accommodation to its bank such that Booking.com is authorized to collect the relevant amount under this Agreement directly from the bank account of the Accommodation.

"**Extranet**" means the online systems of Booking.com which can be accessed by the Accommodation (after identification of the username and the password), for uploading, changes, verifying, updates and/or amendments of the Accommodation Information (including rates, availability, rooms) and reservations.

"**Force Majeure Event**" means any of the following events affecting multiple Guests and multiple accommodations: act-of-God, volcanic eruptions, (natural) disaster, fire, (acts of) war, hostilities or any local or national emergency, invasion, compliance with any order or request of any national, provincial, port or other public authority, government regulation or intervention, military action, civil war or terrorism, (biological, chemical or nuclear) explosion, rebellion, riots, insurrection strikes, civil disorder (or the material or substantial threat or justified apprehension of any of the foregoing events), curtailment of transportation facilities, close down of airports or any other exceptional and catastrophic event, circumstance or emergency, making it impossible, illegal or prevents Guests from travelling to or staying at the Accommodation.

"**Guest**" means a visitor of the Platforms or a customer or guest of the Accommodation.

"**Intellectual Property Right**" means any patent, copyright, inventions, database rights, design right, registered design, trade mark, trade name, brand, logos, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name (under whatever extension, e.g. .com, .nl, .fr, .eu, etc.) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world.

"**Marketed Online**" means marketed to the general public online by any means, including on mobile applications. This definition excludes in particular email, SMS and instant messaging communications that are not aimed at the general public.

"**Narrow Parity Countries**" means the countries listed in Annex 3.

"**Offline Channel**" means a channel that does not involve the use of the internet, such as bookings made in person at an Accommodation's reception, by telephoning an accommodation, or at a bricks and mortar travel agency.

"**OTA**" means any online reservation service that is not controlled, directly or indirectly by the accommodation or the chain (whether integrated or not) to which this accommodation belongs.

"**Personal Data**" means any information relating to an identified or identifiable natural person (including Customer Data and credit card data).

"**Platforms**" means the website(s), apps, tools, platforms and/or other devices of Booking.com and its affiliated companies and business partners on or through which the Service is (made) available.

"**Published Online**" means made available to the general public online by any means, including on mobile applications. In the case of rates, publication includes the display of the actual rates or sufficient detail for the consumer to calculate rates (e.g. xx% off, $yy discount).

"**Service**" means the online hotel reservation system of Booking.com through which accommodations can make their rooms

available for reservation, and through which Guests can make reservations at such accommodations, the Facilitated Payment, customer service and the Communication Service.

"**Specific No Parity Countries**" means Austria, Belgium, France, Germany, Italy, and such other jurisdictions as from time to time indicated by Booking.com.

"**System**" means the (XML) system that Accommodations can access to use and utilize the services, functionalities and administration of the Accommodation on the Platform (including rates, booking policies, etc.).

"**Unpublished**" means not Published Online.

"**We Price Match**" means the guarantee issued by Booking.com (under this or any similar name) stating that Booking.com offers the best rate for a room and that no lower rate can be found online for the equivalent room with the same check-in and check-out dates and the same booking conditions.

"**Wide Parity Countries**" means all countries, with the exception of Narrow Parity Countries and Specific No Parity Countries.

2. ACCOMMODATION OBLIGATIONS

2.1 Accommodation Information

2.1.1 Information provided by the Accommodation for inclusion on the Platforms shall include information relating to the Accommodation (including pictures, photos and descriptions), its amenities and services and the rooms available for reservation, details of the rates (including all applicable taxes (unless applicable mandatory law provides otherwise), levies, surcharges and fees) and availability, cancellation and no-show policies and other policies and restrictions (the "**Accommodation Information**") and shall comply with formats and standards provided by Booking.com. The Accommodation Information shall not contain any telephone or fax numbers or email (including skype) address or social media website/app/platform (including twitter and facebook), with direct references to the Accommodation or its websites, apps, platform, tools or other devices, or to websites, apps, platform, tools or other devices of third parties. Booking.com reserves the right to edit or exclude any information on becoming aware that it is incorrect or incomplete or in violation of the terms and conditions of this Agreement.

2.1.2 The Accommodation represents and covenants that the Accommodation Information shall at all times be true, accurate and not misleading. The Accommodation is at all times responsible for a correct and up-to-date statement of the Accommodation Information, including additional availability of rooms for certain periods or any extraordinary (material adverse) events or situations (e.g. renovation or construction at or near the facility). The Accommodation shall update the Accommodation Information on a daily basis (or such more frequent basis as may be required) and may –at any time– change via the Extranet (i) the rate of its available rooms bookable, and (ii) the number or type of available rooms.

2.1.3 The information provided by the Accommodation for the Platforms shall remain the exclusive property of the Accommodation. Information provided by the Accommodation may be edited or modified by Booking.com and subsequently be translated into other languages, whereas the translations remain the exclusive property of Booking.com. The edited and translated content shall be for the exclusive use by Booking.com on the Platforms and shall not be used (in any way or form) by the Accommodation for any other distribution or sales channel or purposes. Changes to or updates of the descriptive information of the Accommodation are not allowed unless prior written approval has been obtained from Booking.com.

2.1.4 Unless Booking.com agrees otherwise, all changes, updates and/or amendments of the Accommodation Information (including rates, availability, rooms) shall be made by the Accommodation directly and on-line through the Extranet or such other ways as Booking.com may reasonably indicate. Updates and changes in respect of pictures, photos and descriptions will be as soon as reasonably possible processed by Booking.com.

2.1.5 The restrictions and conditions (including the room price) for rooms made available for reservation on the Booking.com Platform shall at all times be at arm's length and make sense for all parties involved (including consumers) (i.e. the Accommodation shall not misuse the service and system of Booking.com by uploading or using excessive or extortionate rates or conditions).

2.2 Parity

2.2.1 The Accommodation shall give Booking.com Rate and Conditions Parity. '**Rate and Conditions Parity**" means the same or better rates for the same accommodation, same room type, same dates, same bed type, same number of guests, same or better amenities and add-ons (e.g. free breakfast, wifi, early/late checkout), same or better restrictions and policies such as reservation changes and cancellation policy as made available by the Accommodation.

Rate and Conditions Parity does not apply in respect of rates and conditions:

- offered on any other OTA;

- offered on Offline Channels, provided that these room rates are not Published Online or Marketed Online; and /or

- that are Unpublished, provided that these room rates are not Marketed Online.

2.2.2 The restrictions and conditions (including room price) for rooms made available for reservation on the Platform shall at all times be in accordance with Clause 2.2.1, at arm's length and make sense for all parties involved (including consumers) (i.e. the Accommodation shall not misuse the service and system of Booking.com by uploading or using excessive or extortionate rates or conditions).

2.2.3 Booking.com shall be entitled to give a credit on the room price at its own costs. In such case Booking.com pays part of the room price on behalf of the Guest.

2.2.4 Within the spirit of this Agreement and subject at all times to Clauses 2.2.1 (to the extent applicable) and 2.1.5, the Accommodation agrees to give, for each calendar date, (subject to availability) some availability for all rooms and room types and is encouraged to provide Booking.com with fair access to all rooms and room types (including various applicable policies and restrictions) and rates available during the term of the Agreement (during periods of low and high demand (including during fairs, congresses and special events)).

2.2.5 Clause 2.2.1 does not apply to Accommodations (meaning: 'properties') that are located in Wide Parity Countries, in which case the wording of the entire Clause 2.2.1 is deleted and replaced by the respective wording in Annex 4. Clauses 2.2.1 and 2.2.2 do not apply to Accommodations (meaning: 'properties') that are located in Specific No Parity Countries.

2.3 Commission

2.3.1 For each reservation made through the Platforms by a Guest for a Room, the Accommodation shall pay Booking.com a commission (the "**Commission**") calculated in accordance with Clause 2.3.2. Payment shall be made in accordance with Clause 2.4.

2.3.2 The aggregate Commission per reservation is equal to the multiple of (i) the number of nights stayed at the Accommodation by the Guest, (ii) the room price (as set or uploaded by the Accommodation or otherwise offered by the Accommodation to Booking.com (e.g. in the System)) per room per night (including VAT, sales taxes and such other applicable national, governmental, provincial, state, municipal or local taxes or levies (the "Taxes")) and such other extra's, fees and surcharges (including taxes) which are included in, added or in addition to, or part of the offered rate or opted into or accepted through the Platform by the Guest prior to the Guest's check-in (such as breakfasts, meals (half-board or full-board), bicycle rental, late check outs/early check in fees, extra person charges, resort fees, roll-away beds, theatre tickets, service fees, etc.), (iii) the number of booked rooms by the Guest, and (iv) the relevant Commission percentage set out in the Agreement (plus VAT/taxes (if applicable)).

For the avoidance of doubt, the Accommodation hereby agrees and acknowledges that in the event of payment of the room price by the Guest to the Accommodation in accordance with Clause 4.4 (Facilitated Payment), Booking.com shall calculate the Commission in the event of no-show or cancellation in accordance with Clause 2.8 of the Facilitated Payment Terms (as set out in Annex 2).

In all other events Commission will be charged in the event of:

(a) overbooking: at all times, irrespective of ((un)successful/waiver of) charged room price, and/or

(b) a charged cancellation and/or charged no-show: Booking.com charges commission when a partner charges Guest room price and/or no show/cancellation fee for (chargeable) cancellations and/or no-shows.

The commission shall at all times be calculated in accordance with the confirmed booking as provided to Accommodation and confirmed by Booking.com to Guest.

Notice of any waiver of any room charge or (no-show/cancellation) fee in the event of no-show or charged cancellation, or notice of any invalid payment method for any no-show reservation or cancelled reservation, must at all times be made within 48 hours after midnight on the day following the scheduled date of check-out (example: checkout is 14:00 on March 1st, waiving must happen before 23:59 hrs on March 3rd in Accommodation time zone).

Upon receiving the notification of waiver, Booking.com will inform the Guest accordingly and the Accommodation shall promptly process the refund (if applicable).

2.3.3 The Accommodation is responsible for informing Booking.com about applicable taxes (unless applicable mandatory law provides otherwise), fees, charges and levies (and any changes thereof) which will be charged to the Guest by the Accommodation upon reservation for pre-paid or upon check-out for post-paid reservations. Unless agreed otherwise by Booking.com or permitted otherwise by applicable law, the rate shown to Guests on the Platforms shall be inclusive of sales tax, charges and all such other (national, governmental, provincial, state, municipal or local) taxes, fees, charges or levies.

2.3.4 In the event that pursuant to (amendment or entering into force of) the applicable law, rules and legislation applicable to the Accommodation, the rates must be shown to Guests inclusive of VAT, sales tax and all such other (national, governmental, provincial, state, municipal or local) taxes, fees or levies, the Accommodation shall adjust the rates through the Extranet in accordance with the terms of Clause 2.1.2 and 2.1.4 as soon as possible, but in any event within 5 business days after (i) amendment or entering into force of the relevant law, rules and legislation in this respect applicable to such Accommodation, or (ii) notification thereof by Booking.com.

2.3.5 The Extranet shows details of all reservations made at the Accommodation through the Platforms and the

corresponding Commission. Following the end of a month, Booking.com shall use best efforts to promptly make an online reservation statement (the "**Online Reservation Statement**") available on the Extranet to the Accommodation showing the reservations of all Guests whose date of departure fell in the previous month.

2.4 Payment Commission

2.4.1 Commission for bookings in a calendar month that contains the (scheduled) departure date of the Guest in such month will be invoiced (save insofar the Accommodation has agreed to waive charging the room price in accordance with Clause 2.3.2 or for free cancellations made through Booking.com and in accordance with the cancellation policy of the Accommodation) and paid in the subsequent month in accordance with the following terms:

(a) Invoices are processed on a monthly basis and shall be sent to the Accommodation online or by fax, mail or e-mail.

(b) The Commission invoiced in respect of a month shall be paid by the Accommodation within 14 days from the invoice date.

(c) Payment shall be made by the Accommodation directly to Booking.com by means of Facilitated Payment (if applicable) or Direct Debit, or in case latter is not available in the banking system of the bank where the payment is made from, by wire transfer (to such bank account as identified by Booking.com), or solely in the case the Accommodation (meaning: 'property') is located in the United States of America: by cheque or credit card. Booking.com may from time to time settle (the relevant part) of the invoice in accordance with Clause 4.4 for reservations of which the payment has been made in accordance with Clause 4.4. For the avoidance of doubt, other means of payment (such as by cheque (except for Accommodations (meaning: 'properties') located in the United States of America) or via "payment agencies") cannot be processed by Booking.com and therefore will not be accepted. The Accommodation shall bear all costs as charged by the banks for the transfer of the funds.

(d) All Commission payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority. If the Accommodation is compelled to make any such deduction or withholding, it will pay to Booking.com such additional amounts as are necessary to ensure receipt by Booking.com of the full (net) amount as set out in the invoice which Booking.com would have received but for the deduction. The Accommodation is responsible and liable for the payment and remittance of any taxes, levies, imports, duties, charges, fees and withholdings over and above the full (net) Commission payment due from the Accommodation to Booking.com.

(e) The commission invoiced in respect of a month shall be paid by the Accommodation in the relevant currency (and if applicable at the exchange rate) as specified in the invoice. Booking.com may at its sole discretion prepare invoices either in a major currency (e.g. EUR/USD) or the relevant local currency of the Accommodation and subsequently convert the relevant final amount in the local currency or a major currency on the basis of the exchange rate of the last day of the relevant month for which the invoice is issued (and not on the day of checkout). The exchange rate used shall be the interbank rate (closing rate as per 4PM EST) as used or promulgated by major international financial banks or service companies from time to time selected by Booking.com.

2.4.2 The Accommodation is responsible for withholding and reporting relevant taxes (i.e. mentioned above in 2.4.1 under d) applicable to the Commission due to Booking.com according to the relevant tax regulations and the practices and requests of the tax authorities. The Accommodation shall bear and be responsible for the payment and remittance of the taxes applicable to the Commission (payments) and the associated late payment interests and penalties imposed by the tax authority for failing to withhold and report any taxes applicable to the Commission. If required, the Accommodation shall be solely responsible to negotiate and agree with the relevant tax authorities on the tax treatments of the Commission (payments). The Accommodation shall upon first request of Booking.com provide Booking.com with (photo/scanned-) copies of tax payment certificates/tax exemption certificates upon each remittance of the Commission.

2.4.3 In the event of a dispute between Booking.com and the Accommodation (e.g. on the amount of the Commission), any undisputed amount of the Commission will be paid in accordance with the terms of this Agreement, notwithstanding the status or nature of the dispute.

2.4.4 In the case of late payment, Booking.com reserves the right to claim statutory interest, to suspend its service under the Agreement (e.g. by suspending the Accommodation from the Platforms), require Facilitated Payments or Direct Debit, and/or to ask for a deposit, bank guarantee or other form of financial security from the Accommodation.

2.4.5 The Accommodation shall upon first request of Booking.com pay a deposit which amount shall be equal to minimum the sum of the 3 highest invoices of operations with Booking.com or such other amount as determined by Booking.com at its discretion (the "**Deposit**"). The Deposit will be held by Booking.com as a security for performance of the (payment) obligations of the Accommodation under the Agreement. Upon termination of this Agreement, the Deposit, or any balance thereof after deducting outstanding Commission, shortfall payments and other costs due to Booking.com will be repaid to the Accommodation within 30 days after settlement in full of the outstanding obligations and liabilities (including the payment of the outstanding Commission). Upon first request of Booking.com, the Accommodation shall pay as further Deposit such additional amount as requested by Booking.com if the outstanding Commission exceeds the Deposit or if the Accommodation frequently fails to pay the Commission when due. At any point during the term of the Agreement, Booking.com will monitor the (payment) performance of the Accommodation and may decide to repay the Deposit to the

Accommodation after review (used criteria at Booking.com discretion).The amount of the Deposit shall in no way limit or cap the liability of the Accommodation under this Agreement. The Deposit shall not bear any interest.

2.5 Reservation, Guest Reservation, complaints and We Price Match

2.5.1 When a reservation is made by a Guest through the Platform, the Accommodation shall receive a confirmation for every reservation made via Booking.com, which confirmation shall include the date of arrival, the number of nights, the room type (including smoking preference (if available)), the room rate, the Guest's name, address and (if applicable) credit card details (collectively "**Customer Data**") and such other specific request(s) made by the Guest. Booking.com is not responsible for the correctness and completeness of the information (including credit card details) and dates provided by Guests and Booking.com is not responsible for the payment obligations of the Guests relating to their (online) reservation. For the avoidance of doubt, the Accommodation shall on a regular basis (but at least on a daily basis) check and verify on the Extranet (the status of) the reservations made. The Accommodation acknowledges that credit card details are only kept by Booking.com for a limited period of time.

2.5.2 By making a reservation through the Platforms a direct contract (and therefore legal relationship) is created solely between the Accommodation and the Guest (the "**Guest Reservation**").

2.5.3 The Accommodation is bound to accept a Guest as its contractual party, and to handle the online reservation in compliance with the Accommodation Information (including rate) contained on the Platforms at the time the reservation was made and the reservation confirmation, including any supplementary information and/or wishes made known by the Guest.

2.5.4 Other than the fees, extra's and (sur-)charges as set out in the confirmed booking sent by Booking.com to the Guest, the Accommodation shall not charge the customer any transaction/administration fee or charge for the use of any payment method (e.g. credit card charge).

2.5.5 Complaints or claims in respect of (the products or service offered, rendered or provided by) the Accommodation or specific requests made by Guests are to be dealt with by the Accommodation, without mediation by or interference of Booking.com. Booking.com is not responsible for and disclaims any liability in respect of such claims from the Guests. Booking.com may at all times and at its sole discretion (a) offer customer (support) services to a Guest, (b) act as intermediate between the Accommodation and a Guest, (c) provide -at the costs and expenses of the Accommodation- alternative accommodation of an equal or better standard in the event of an overbooking or other material irregularities or complaints in respect of the Accommodation, or (d) otherwise assist a Guest in its communication with or actions against the Accommodation.

2.5.6 In the event of a valid claim of a Guest under the We Price Match, Booking.com shall insofar it is entitled to Rate and Conditions Parity promptly notify the Accommodation of such claim and provide the Accommodation with the relevant details of the claim. Insofar as Booking.com is entitled to Rate and Conditions Parity, the Accommodation shall immediately adjust - to the extent applicable - the rate(s) made available at the Booking.com Platform such that the lower rate is available for further booking(s). Furthermore, the Accommodation shall immediately adjust the rate in the reservation made by the relevant Guest in its administration. Upon check out of the Guest, the Accommodation shall offer the room for the lower rate and shall either (i) settle the difference between the booked rate and the lower rate by charging the Guest for the lower rate, or (ii) refund (in cash) to the Guest the difference between the two rates. This Clause 2.5.6 does not apply to Accommodations (meaning: ‘properties’) that are located in Wide Parity Countries, in which case the wording of this Clause 2.5.6 is deleted and replaced by the respective wording in Annex 4. Clause 2.5.6 does not apply to Accommodations (meaning: ‘properties’) that are located in Specific No Parity Countries.

2.6 Overbooking and cancellation

2.6.1 The Accommodation shall provide the rooms booked and in the event that the Accommodation is not able to meet its obligations under this Agreement for any reason whatsoever, the Accommodation shall promptly inform Booking.com via Customer Service (in accordance with the overbooking procedure of Booking.com as from time to time made available by Booking.com in the Partner Support Center). Unless Booking.com has arranged for alternative accommodation (to be verified by the Accommodation with Booking.com), the Accommodation will use its best endeavours to procure alternative arrangements of equal or superior quality at the expense of the Accommodation and in the event that no Room is available on arrival, the Accommodation will:

(a) find suitable alternative accommodation of an equal or better standard to the Accommodation holding the Guest‘s guaranteed booking;

(b) provide free private transportation to the alternative accommodation for the Guest and other members of the Guest’s party who are listed in the Guest’s guaranteed booking, and

(c) reimburse and compensate Booking.com and/or the Guest for all reasonable costs and expenses (e.g. costs alternative accommodation, transportation, telephone costs) made, suffered, paid or incurred by the Guest and/or Booking.com due to or caused by the overbooking. Any amount charged by Booking.com in this respect shall be paid within 14 days after receipt of the invoice.

2.6.2 The Accommodation is not allowed to cancel any online reservation. In the event of (alleged or suspected) fraudulent activities (e.g. in respect of reservations, credit card fraud, money laundering or payment room price), Booking.com reserves the right to cancel the relevant reservation(s) and (in the event of any facilitated payment) withhold, suspend or cancel the

transfer of any relevant funds to the Accommodation, or charge back the relevant funds from the Accommodation and shall inform the Accommodation accordingly.

2.6.3 Cancellations made by Guests before the time and date beyond which a cancellation fee applies will not attract commission. Cancellations made by Guests after the time and date beyond which a cancellation fee applies will attract commission in accordance with the terms of this Agreement.

2.7 Credit Card guarantee

2.7.1 Where credit card details have been provided to the Accommodation, and save for reservations paid through Facilitated Payment (in which event this Clause 2.7 is not applicable), guarantee of the booking is based on the credit card details provided by the Guest or the person responsible for the booking. The Accommodation shall at all times accept all major credit cards (including MasterCard, Visa and American Express) for guarantee of a booking. The Accommodation is responsible for the verification of the validity of these credit card details, the (pre) authorization of the credit card and the limit of credit on the date of the overnight stay(s) booked. The Accommodation shall upon receipt of a booking, promptly verify and pre-authorize the credit card. If the credit card offers no guarantee, the Accommodation will immediately notify Booking.com, which subsequently invites the Guest to guarantee the booking in an alternative manner. If the Guest is unable or unwilling to do this, Booking.com may cancel the booking upon request of the Accommodation. If the credit card (or any alternative guarantee made by the Guest) is not effective or valid for any reason, this shall always be at the risk and for the account of the Accommodation. Bookings which are cancelled by Booking.com pursuant to this Clause 2.7.1 will not attract any Commission.

2.7.2 The Accommodation which wishes to take payment from the credit card before the date of check-in must ensure that the up-front payment condition (including the (special) rate restrictions, terms and conditions for or connected with such pre-payment) are clearly explained to Guests in the information made available to the Guest prior to making a reservation and included in the Accommodation Information.

2.7.3 The Accommodation shall be responsible for charging the Guest for the consumed stay, no show fee or charged cancellation (including applicable Taxes for which the Accommodation shall be liable and remit to the relevant tax authorities). Credit cards shall be charged in the same currency as set out in the reservation of a Guest. To the extent that this is not possible, the Accommodation may charge the credit card of the Guest in a different currency with a reasonable and fair exchange rate.

2.7.4 In the event of offering rooms at cash payment only, no credit card details will be made available by Booking.com to the Accommodation (each a "**Cash Only Accommodation**" or "**COA**") as guarantee for the booking.

2.8 Data Privacy, Messaging and Usage

The Accommodation understands and agrees that the Booking.com Data Privacy and Messaging Guidelines apply and form an integral part of this Agreement. The Booking.com Data Privacy and Messaging Guidelines are set out in Annex 1.

2.9 Force Majeure Event

In the event of a Force Majeure Event, the Accommodation shall not charge (and shall repay (if applicable)) the Guests affected by the Force Majeure Event any fee, costs, expenses or other amount (including the (non-refundable) rate or the no-show, (change of) reservation or cancellation fee) for (i) any cancellation or change of the reservation made by the Guests, or (ii) that part of the reservation that was not consumed, due to the Force Majeure Event. In the event of reasonable and justified doubt, the Accommodation may ask a Guest to provide reasonable evidence of the causality between the Force Majeure Event and cancellation, no-show or change of reservation (and provide Booking.com upon request with a copy of such evidence). In order for Booking.com to register any cancellation, no-show or amendment of the reservation due to a Force Majeure Event, the Accommodation shall inform Booking.com within 2 business days after (a) the scheduled check out date of the no-show or cancellation, or (b) check out, the number of days actually stayed. Booking.com will not charge any commission in the event of a registered no-show or cancellation or over that part of the booking which is not consumed due to the Force Majeure Event.

3. LICENSE & DATA

3.1 The Accommodation hereby grants Booking.com a non-exclusive, royalty free and worldwide right and license (or sublicense as applicable):

(a) to use, reproduce, have reproduced, distribute, sublicense, communicate and make available in any method and display those agreed upon elements of the Intellectual Property Rights of the Accommodation as provided to Booking.com by the Accommodation pursuant to this Agreement and which are necessary for Booking.com to exercise its rights and perform its obligations under this Agreement;

(b) to use, reproduce, have reproduced, process, distribute, sublicense, display and utilize (including without limitation to publicly perform, modify, adapt, communicate, reproduce, copy and make available to the public in any manner whatsoever) the Accommodation Information.

3.2 Booking.com may sublicense, make available, disclose and offer the Accommodation Information (including the relevant

Intellectual Property Rights) of the Accommodation and special offers made available by the Accommodation on the Platforms and all such further rights and licenses set out in this Agreement via or in collaboration with (the websites, apps, platform, tools or other devices of) affiliated companies and/or third parties (the "**Third Party Platforms**").

3.3 In no event shall Booking.com be liable to the Accommodation for any acts or omissions on the part of any Third Party Platforms. The sole remedy for the Accommodation in respect of such Third Party Platforms is (i) to request Booking.com (which has the right and not the obligation) to disable and disconnect with such Third Party Platform, or (ii) termination of this Agreement, all in accordance with the terms of this Agreement.

4. RANKING, GUEST REVIEWS, MARKETING AND FACILITATED PAYMENT

4.1 Ranking

4.1.1 Booking.com aims at displaying search results that are relevant for each specific Guest, by providing a personalised default ranking of Accommodations on its Platform. Guests can scroll through this default ranking, use filters and sort by alternative ranking orders and thus have the ability to influence the presentation of search results to receive a ranking order based on other criteria. Booking.com uses multiple algorithms to produce default ranking results, which is a constantly evolving process.

4.1.2 Booking.com has identified the following parameters to be most closely correlated with a Guest finding a suitable Accommodation and thus prioritizes such parameters in the algorithms (main parameters): the Guest's personal search history, the rate of 'click through' from the search page to the hotel page ("CTR"), the number of bookings related to the number of visits to the Accommodation page on the Platform ("Conversion"), gross (including cancelations) and net (excluding cancelations) bookings of an Accommodation. Conversion and CTR may be affected by various (stand-alone) factors including review scores (both aggregated scores and components), availability, policies, (competitive) pricing, quality of content and certain features of the Accommodation. The commission percentage paid by the Accommodation or other benefits to Booking.com (e.g. through commercial arrangements with the Accommodation or strategic partners) may also impact the default ranking, as well as the Accommodation's record on timely payment. On the Extranet the Accommodation can find suggestions as to how to improve Conversion and CTR.

4.1.3 The Accommodation may also influence its ranking by participating in certain programs - that may be updated from time to time - such as the genius program, deals, the preferred partner program and the visibility booster (the latter two involve the Accommodation paying a higher commission to Booking.com). For the specific program terms, please consult the Extranet.

4.2 Guest reviews

4.2.1 Guests which have stayed at the Accommodation will be asked by Booking.com to comment on their stay at the Accommodation and to provide a score for certain aspects of their stay.

4.2.2 Booking.com reserves the right to post these comments and scores on the Platforms. The Accommodation acknowledges that Booking.com is a distributor (without any obligation to verify) and not a publisher of these comments.

4.2.3 Booking.com undertakes to use its best efforts to monitor and review Guest reviews in respect of obscenities or the mention of an individual's name. Booking.com reserves the right to refuse, edit or remove unfavourable reviews in the event that such reviews include obscenities or mention an individual's name.

4.2.4 Booking.com will not enter into any discussion, negotiation or correspondence with the Accommodation in respect of (the content of, or consequences of the publication or distribution of) the Guest reviews.

4.2.5 Booking.com shall not have and disclaims any liability and responsibility for the content and consequences of (the publication or distribution of) any comments or reviews howsoever or whatsoever.

4.2.6 The guest reviews are for exclusive use by Booking.com and can be made available on such Platforms as from time to time made available to by Booking.com. Booking.com exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) the guest reviews and the Accommodation is not entitled to (directly or indirectly) publish, market, promote, copy, scrape, (hyper-/deep)link to, integrate, obtain, utilize, combine, share or otherwise use the guest reviews without prior written approval of Booking.com.

4.3 (Online) marketing and PPC advertising

4.3.1 Booking.com is entitled to promote the Accommodation using the Accommodation's name(s) in online marketing, including email marketing and/or pay-per-click (PPC) advertising. Booking.com runs online marketing campaigns at its own costs and discretion.

4.3.2 The Accommodation is aware of the working methods of search engines, such as spidering of content and ranking of URLs. Booking.com agrees that if the Accommodation becomes aware of behaviour by Third Party Platforms that breaches the Accommodation's Intellectual Property Rights, then the Accommodation will notify Booking.com in writing with details of the conduct and Booking.com will use its commercially reasonable endeavours to ensure that the relevant third party takes steps to remedy the breach.

4.3.3 The Accommodation agrees not to use, display, benefit from, include, utilize, refer to or specifically target the Booking.com brand/logo (including trade name, trademark, service mark or other similar indicia of identity or source) for price comparison purposes or any other purposes (whether on the Accommodation platform or any third party platform, system or engine or otherwise), unless approved in writing by Booking.com. The Accommodation shall not (directly or indirectly) use or create any (pay-per-click) advertisement on (meta)search sites which advertisement (re)directs and links to the relevant Accommodation landing page on the Platforms where the Accommodation is advertised, promoted and/or included (no double serving). The Accommodation shall be entitled to bid on or use the Booking.com brand for its own webmarketing (PPC) advertising.

4.4 Facilitated Payment

The Accommodation hereby agrees, acknowledges and accepts (and hereby acknowledges the receipt of) the Facilitated Payment Terms (as set out in Annex 2 and as may be amended from time to time with 15 days prior written notice) for facilitation of payment of the room price by the Guest to the Accommodation and settlement of the Commission (all as applicable).

5. REPRESENTATIONS AND WARRANTIES

5.1 The Accommodation represents and warrants to Booking.com that for the term of this Agreement:

(i) the Accommodation has all necessary rights, power and authority to use, operate, own (as applicable), (sub)license and have Booking.com make available on the Platforms (a) the relevant accommodation, and (b) the Intellectual Property Rights in respect of, as set out or referred to in the Accommodation Information made available on the Platforms;

(ii) the Accommodation holds and complies with all permits, licenses, and other governmental authorisations, registrations and requirements necessary for conducting, carrying out and continuing its operations and business and making the Accommodation available on the Platforms for reservation (including for short term stay);

(iii) the Accommodation is duly registered with all relevant tax authorities (including applicable statutory (local) revenue collection authorities) as a hotel or other accommodation provider;

(iv) the Accommodation shall not, except with express prior written approval by Booking.com, sell or offer for sale on the Platform any package as meant in (national laws implementing, relating to or similar in substance to) the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements (the "PTD");

(v) except where the Accommodation (meaning: ‘property’) is located in a Specific No Parity Country (in which case this Clause 5.1 (iii) does not apply), or where the Accommodation is incorporated in a Wide Parity Country (in which case the wording of this Clause 5.1 (iii) is deleted and replaced by the respective wording in Annex 4), the price for the rooms advertised on the Platforms correspond to, or are better than, the best available price for an equivalent stay as Marketed Online, Published Online or otherwise made available online by the Accommodation on its own website and a better price cannot be obtained by a Guest making a reservation with the Accommodation directly on its website/app; and

(vi) the Accommodation (which includes for the purpose of this warranty both the operator as well as the owner of the property) and its (their) directors and (direct, indirect and ultimate (beneficial)) owners (and their directors) are not in any way connected to, part of, involved in or related to or under the control, management or ownership of:

(a) terrorists or terrorist organizations;

(b) parties/persons (i) listed as (special) designated nationals/entities or blocked person/entities, or (ii) otherwise subject to any applicable trade embargo, or financial, economic and trade sanctions, and

(c) parties/persons guilty of money laundering, tax evasion, bribery, financial crime, fraud or corruption.

The Accommodation shall immediately notify Booking.com in the event of a breach of this Clause 5.1 paragraph (vi).

5.2 Each Party represents and warrants to the other Party that for the term of this Agreement:

(i) it has the full corporate power and authority to enter into and perform its obligations under this Agreement;

(ii) it has taken all corporate action required by it to authorise the execution and performance of this Agreement;

(iii) this Agreement constitutes legal valid and binding obligations of that Party in accordance with its terms, and

(iv) it complies with all applicable governmental laws, codes, regulations, ordinances and rules of the country, state or municipal under which law the relevant Party is incorporated with respect to the products (to be) offered and/or services (to be) rendered by such Party.

5.3 Except as otherwise expressly provided in this Agreement, neither Party makes any representations or warranties, express or implied, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including all implied warranties of merchantability or fitness for a particular purpose regarding such subject

matter.

5.4 Booking.com disclaims and excludes any and all liability in respect of the Accommodation which is related to any (temporary and/or partial) breakdown, outages, downtime, interruption or unavailability of the Platforms, the Service and/or the Extranet. Booking.com provides (and the Accommodation accepts) the Service, the Platform and the Extranet on an "as is" and "as available" basis.

6. INDEMNIFICATION AND LIABILITY

6.1 Each Party (the "**Indemnifying Party**") shall be liable towards, and compensate, indemnify and hold the other Party (or its directors, officers, employees, agents, affiliated companies and subcontractors) (the "**Indemnified Party**") harmless for and against any direct damages, losses (excluding any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim or any special, indirect or consequential losses and/or damages), liabilities, obligations, costs, claims, claims of any kind, interest, penalties, legal proceedings and expenses (including, without limitation, reasonable attorneys' fees and expenses) actually paid, suffered or incurred by the Indemnified Party pursuant to:

(i) a breach of this Agreement by the Indemnifying Party, or

(ii) any claim from any third party based on any (alleged) infringement of the third party's Intellectual Property Right by the Indemnifying Party.

6.2 The Accommodation shall fully indemnify, compensate and hold Booking.com (or its directors, officers, employees, agents, affiliated companies and subcontractors) harmless for and against any liabilities, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), damages, losses, obligations, claims of any kind, interest, penalties and legal proceedings paid, suffered or incurred by Booking.com (or its directors, officers, agents, affiliated companies and subcontractors) in connection with:

(i) all claims made by Guests concerning inaccurate, erroneous or misleading information of the Accommodation on the Platforms;

(ii) all claims made by Guests concerning or related to a stay in the Accommodation, overbooking or (partly) cancelled or wrong reservations or repayment, refund or charge back of the Room Price;

(iii) except where the Accommodation (meaning: 'property') is located in a Specific No Parity Country (in which case this Clause 6.2 (iii) does not apply), or where the Accommodation (meaning: 'property') is located in a Wide Parity Country (in which case the wording of this Clause 6.2 (iii) is deleted and replaced by the respective wording in Annex 4), to the extent that any claims under or pursuant to the We Price Match for a rate in which respect Booking.com is entitled to Rate and Conditions Parity are not settled between the Guest and the Accommodation upon check out of the Guest (by payment of the lower rate), all claims made by Guests regarding or pursuant to the We Price Match;

(iv) all other claims from Guests which are wholly or partly attributable to or for the risk and account of the Accommodation (including its directors, employees, agents, representatives and the premises of the Accommodation) (including claims related to (lack of) services provided or product offered by the Accommodation) or which arise due to tort, fraud, wilful misconduct, negligence or breach of contract (including the Guest Reservation) by or attributable to the Accommodation (including its directors, employees, agents, representatives and the premises of the Accommodation) in respect of a Guest or its property;

(v) all claims (including costs, expenses, interest, fines and other liabilities) against or incurred by Booking.com in relation to or as a result of (1) the failure or negligence of the Accommodation to timely, correctly and accurately (a) register with relevant tax authorities, or (b) pay, collect, remit or withhold any applicable Taxes, fees and (sur)charges levied or based on the services or other charges hereunder in the relevant jurisdiction (including room price (and other amounts collected or processed under this Agreement) and commission payments), or (2) tax claims and liabilities put on or assigned to Booking.com for taxes for which the Accommodation is responsible or liable, or where the obligation to pay, collect, withhold and remit is by law put on Booking.com for, on behalf or instead of the Accommodation;

(vi) all (1) (alleged) monetary and non-monetary claims from Guests arising under, from or in connection with (national laws implementing, relating to or similar in substance to) the PTD, and (2) obligations that Booking.com has, or reasonable deems to have, further to (national laws implementing, relating to or similar in substance to) the PTD; and

(vii) all (alleged) monetary and non-monetary claims from third parties in connection with the Accommodation's representations, warranties and obligations ensuing from Annex 1.

6.3 Save as otherwise provided for in this Agreement, the maximum liability of one Party to any other party in aggregate for all claims made against such party under or in connection with this Agreement in a year shall not exceed the aggregate commission received or paid by such Party in the preceding year or EUR 100,000 (whichever is higher), unless in the event of tort, fraud, wilful misconduct, gross negligence, deliberate non-disclosure or deliberate deception on the part of the liable Party (i.e. the Indemnifying Party), in which event the limitation of liability is not applicable for such liable party. Parties agree and acknowledge that none of the limitations of liability set out in Clause 6 shall apply to any of the indemnifications in respect of third party claims (e.g. claims from Guests as described in 6.2) or third party liabilities.

6.4 In the event of a third party claim, Parties shall act in good faith and use their commercially reasonable efforts to consult, cooperate and assist each other in the defense and/or settlement of such claim, whereas the indemnifying Party shall be entitled to take over a claim and assume the defence (in consultation and agreement with the indemnified Party and with due observance of both Parties' interests), and neither Party shall make any admission, file any papers, consent to the entry of any judgment or enter into any compromise or settlement without the prior written consent of the other Party (which shall not unreasonably be withheld, delayed or conditioned).

6.5 In no event shall any Party be liable to any other Party for any indirect, special, punitive, incidental or consequential damages or losses, including loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, whether such damages are (alleged as) a result of a breach of contract, tort or otherwise (even if advised of the possibility of such damages or losses). All such damages and losses are hereby expressly waived and disclaimed.

6.6 Each Party acknowledges that remedies at law may be inadequate to protect the other Party against any breach of this Agreement and without prejudice to any other rights and remedies otherwise available to the other Party, each Party will be entitled to injunctive relief and specific performance.

7. TERM, TERMINATION AND SUSPENSION

7.1 Unless agreed otherwise, this Agreement shall commence on the date hereof for an indefinite period of time. Each Party may terminate this Agreement at any time and for any reason, by written notice to the other Party with due observance of a notice period of 14 days.

7.2 Each Party may terminate this Agreement with immediate effect in the event of (i) a legal or regulatory obligation, (ii) an imperative reason under applicable law, (iii) a repeated infringement of this Agreement or (iv) a material breach, including but not limited to instances of illicit or inappropriate content, fraud or data breaches.

(i) a legal or regulatory obligation;

(ii) an imperative reason under applicable law;

(iii) a repeated infringement of this Agreement;

(iv) a (reasonably anticipated or suspected) material breach by the other Party of any term of this Agreement (including but not limited to delay of payment, insolvency, breach of rate parity guarantee, (to the extent that the Accommodation (meaning: ‘property’) is located in a Wide Parity Country), breach of Rates and Conditions Parity (to the extent that the Accommodation (meaning: ‘property’) is located in a Wide Parity Country), instances of illicit or inappropriate content, fraud, data breaches, the provision of wrong information or receipt of a significant number of Guest complaints); or

(v) (filing or submission of request for) bankruptcy, insolvency or suspension of payment (or similar action or event) in respect of the other Party.

7.3 Any notice or communication by Booking.com of "closure" ("close", "closed") of the Accommodation on the website (or similar wording) shall mean termination of the Agreement. After termination, suspension or closure, the Accommodation shall honour outstanding reservations for Guests and shall pay all commissions (plus costs, expenses, interest if applicable) due on those reservations in accordance with the terms of this Agreement. Upon termination or suspension of the Agreement and notwithstanding Booking.com’s right to (permanently) remove the Accommodation from the Platform, Booking.com shall be entitled to keep and maintain the Accommodation page available on the Platform, but close availability (status: "closed operations") pending full and final payment of any due and outstanding amounts (including (future) commission).

7.4 The following events shall in any event be regarded as a material breach and/or shall entitle Booking.com to immediately terminate (close), restrict or suspend (all or part of its obligations, covenants and undertakings under) the Agreement (without a notice of default):

(i) failure to pay any of Booking.com’s invoices, debit notes or charges before or on the due date;

(ii) a bad faith attempt to avoid payment of Commission and/or decrease Commission;

(iii) the provision of inaccurate, outdated, incomplete, incorrect, misleading or fraudulent information by the Accommodation, including posting Accommodation Information of any of such nature on the Extranet;

(iv) failure to accept a reservation at the price and/or conditions shown on a reservation or non-adherence to the agreed price and/or conditions of a reservation;

(v) the Accommodation overcharges a Guest;

(vi) the Accommodation misuses a Guest’s (credit card) data in any way (e.g. by charging a Guest’s credit card prior to check-in without the Guest’s prior consent) or a data breach occurs;

(vii) a serious complaint from one or more Guest(s) or a third party;

(viii) repeated poor ratings or reviews;

(ix) the Accommodation (directly or indirectly) manipulates or attempts to manipulate a reservation or the functioning of the Platform (e.g. by manipulating Guest reviews);

(x) any safety, security, privacy or health issues or problems in respect of the Accommodation or its facilities (the Accommodation shall at its own costs and upon first request of Booking.com deliver the relevant permits, licenses, certificates or such statements issued by an independent expert evidencing and supporting its compliance with applicable (privacy, safety and health) laws and legislation);

(xi) the Accommodation (including a party that (directly or indirectly) holds or controls the Accommodation or is (directly or indirectly) held or controlled by the Accommodation) terminates a contract with any of Booking.com's affiliated group companies (a) without proving cause and/or (b) for convenience;

(xii) any of Booking.com's affiliated group companies is legally entitled to terminate a contract for cause with the same Accommodation (including a party that (directly or indirectly) holds or controls the Accommodation or is (directly or indirectly) held or controlled by the Accommodation);

(xiii) breach of contract of (including act or event of default or failure to perform any obligation under) any other agreement between Booking.com on the one hand and the Accommodation (or any Party that (directly/indirectly) owns or controls, is controlled by or under the common control with the Accommodation) on the other hand;

(xiv) conduct by the Accommodation which is not compatible with Booking.com's global business model, technology, policies, values or ethical standards; or

(xv) Booking.com reasonably believes that action is necessary, a.o. to protect the personal safety or property of Booking.com, Guests or third parties and to prevent inappropriate, unlawful or unprofessional (physical and/or non-physical) behaviour and/or acting in bad faith, fraud or any other unacceptable activity.

7.5 Upon termination and save as set out otherwise, this Agreement shall absolutely and entirely terminate in respect of the terminating Party and cease to have effect without prejudice to other Party's rights and remedies in respect of an indemnification or a breach by the other (terminating) Party of this Agreement. Clause 2.4, 6, 7.6, 8, 9 and 10 (and such other clauses that by nature survive termination) shall all survive termination.

7.6 In the event of a "change of ownership" in respect of the ownership or operation of the property (including any assignment, transfer, novation of this Agreement), the Accommodation agrees and acknowledges that the new owner/operator shall be entitled to use the Accommodation Information as made available or used by the Accommodation prior to the change of ownership (including the guest reviews) and have access to the relevant (financial and operational) performance, management and (customer) data and the Accommodation shall in any event be and remain responsible and liable for all obligations, claims and liabilities related to the period, or accrued prior to the change of ownership.

8. BOOKS AND RECORDS

8.1 The systems, books and records of Booking.com (including Extranet, the Online Reservation Statement, Financial Systems of Booking, faxes and/or emails) shall be considered conclusive evidence of the existence and receipt by the Accommodation of the reservations made by the Guest and the amount of the commission of the Accommodation or damages or costs due to Booking.com under this Agreement, unless the Accommodation can provide reasonable and credible counter-evidence.

8.2 The Accommodation shall upon first request of Booking.com fully cooperate and assist Booking.com with (and disclose all reasonably requested information in respect of) the identification of the (ultimate) owner, manager and/or controller of the Accommodation.

9. CONFIDENTIALITY

9.1 Parties understand and agree that in the performance of this Agreement, each Party may have access to or may be exposed to, directly or indirectly, confidential information of the other party (the "**Confidential Information**"). Confidential Information includes Customer Data, transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential.

9.2 Each Party agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party and receiving party shall not use any Confidential Information for any purpose except in furtherance of this Agreement; (b) it shall maintain, and shall use prudent methods to cause its employees, officers, representatives, contracting parties and agents (the "**Permitted Persons**") to maintain, the confidentiality and secrecy of the Confidential Information; (c) it shall disclose Confidential Information only to those Permitted Persons who need to know such information in furtherance of this Agreement; (d) it shall not, and shall use prudent methods to ensure that the Permitted Persons do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Confidential Information; and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other Party.

9.3 Notwithstanding the foregoing, (a) Confidential Information shall not include any information to the extent it (i) is or becomes part of the public domain through no act or omission on the part of the receiving party, (ii) was possessed by the receiving party prior to the date of this Agreement, (iii) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, or (iv) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, and (b) nothing in this Agreement shall prevent, limit or restrict a Party from disclosing this Agreement (including any technical, operational, performance and financial data) in confidence to an affiliated (group) company.

10. MISCELLANEOUS

10.1 Neither party shall be entitled to assign, transfer, encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other party, provided that Booking.com may assign, transfer, encumber any of its rights and/or the obligations under this Agreement (in whole or in part or from time to time) to an affiliated company without the prior written consent of the Accommodation. Notwithstanding anything to the contrary, any assignment, novation or transfer by the Accommodation shall not relieve the assignor/transferor of its obligations under the Agreement.

10.2 All notices and communications must be in English, in writing or online, and sent by facsimile, email or nationally recognized overnight air courier to the applicable facsimile number or address set out in the Agreement or through the Extranet Inbox (Notes/Actions) as available to the Accommodation.

10.3 This Agreement (including the schedules, annexes and appendixes, which form an integral part of this Agreement) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, ((non) binding) offers, undertakings or statements regarding such subject matter (including vis-à-vis the Accommodation).

10.4 In case of conflict between these Terms and the applicable Annex, the applicable Annex shall prevail. If any provision of this Agreement is or becomes invalid or non-binding, the Parties shall remain bound by all other provisions hereof. In that event, the Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

10.5 Save as set out otherwise in this Agreement, this Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands. Save as set out otherwise in this Agreement, any disputes arising out or in connection with this Agreement shall exclusively be submitted to and dealt with by the competent court in Amsterdam, the Netherlands.

10.5.1 In deviation of clause 10.5, for any Accommodation located in Brazil, this Agreement shall be exclusively governed by and construed in accordance with the laws of Brazil. Save as set out otherwise in this Agreement, any disputes arising out or in connection with this Agreement shall exclusively be submitted to and dealt with by the competent court in São Paulo, State of São Paulo, Brazil.

10.6 Parties agree and acknowledge that notwithstanding this Clause 10.6, nothing in this Agreement shall prevent or limit Booking.com in its right to bring or initiate any action or proceeding or seek interim injunctive relief or (specific) performance before or in any competent courts where the Accommodation is established or registered under the laws of the relevant jurisdiction where the Accommodation is established or registered and for this purpose, the Accommodation waives its right to claim any other jurisdiction or applicable law to which it might have a right.

10.7 The original English version of these Terms may have been translated into other languages. The translated version of the English Terms is a courtesy and office translation only and the Accommodation cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions of this Agreement or in the event of a conflict, ambiguity, inconsistency, or discrepancy between the English version and any other language version of these Terms, the English language version shall prevail, apply, and be binding and conclusive. The English version shall be used in legal proceedings. The English version is available on the following website https://admin.booking.com/hotelreg/terms-and-conditions.html?cc1=al&lang=en and shall be sent to you upon written request.

10.8 In respect of (or as an award for) the execution, delivery, sealing, registration, filing of, and / or the execution, performance or delivery under or pursuant to, these Terms and/or the Agreement, either Party (including its employees, directors, officers, agents, or other representatives) shall

i. not directly or indirectly

1. offer, promise or give to any third party (including any governmental official or political party's official, representative or candidate), or

2. seek, accept or get promised for itself or for another party, any gift, payment, reward, consideration or benefit of any kind which would or could be construed as bribery or an illegal or corrupt practice, and

ii. comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and the Criminal Finances Act 2017 and such other applicable laws, statutes, regulations relating to anti-bribery, anti-tax evasion/ facilitation of tax evasion, anti-

corruption and anti-financial crimes applying in the countries in which it has a place of business (“anti-bribery/ anti-tax evasion/ facilitation of tax evasion/ anti-financial crimes requirements”), and

iii. put in place and maintain its own policies and procedures to ensure compliance with the relevant anti-bribery and anti-tax evasion/ facilitation of tax evasion/ anti-financial crimes requirements and will enforce them where appropriate.

10.9 The Agreement may be entered into online or by way of executing a separate counterpart or by pdf or fax copy, each of which (copies) shall be deemed an original, valid and binding. The Agreement only enters into force and effect upon written confirmation of acceptance and approval of the Accommodation by Booking.com. By registering and signing up to the Booking.com partner programme as accommodation partner, the Accommodation agrees, acknowledges and accepts the terms and conditions of this Agreement. The Agreement does not need any chop or seal to make it valid, binding and enforceable.

10.10 Due to applicable anti-money laundering, anti-corruption, anti-terrorists financing, anti-tax evasion and any other anti-financial crime laws and legislation, Booking.com is restricted from making the Service available to and accepting payments from or making, processing or facilitating payments to a bank account (the "**Bank Account**") that is not related to the jurisdiction where the Accommodation (meaning: 'legal entity') is located and (but in any event) insofar any of the following warranties is untrue. The Accommodation hereby represents and warrants that (notwithstanding the jurisdiction of the Bank Account):

(i) it holds and complies with all permits, licenses and other governmental licenses, permits and authorizations necessary for conducting, carrying out and continuing its operations and business (including holding and using of the Bank Account);

(ii) it is the holder of the Bank Account;

(iii) the payment and transfer to/from the Bank Account is at arm's length and in accordance with all applicable laws, legislation, codes, regulations, ordinances, and rules and not in violation of any applicable anti-money laundering, anti-corruption, anti-terrorists financing, anti-tax evasion (tax), or any other anti-financial crime law, treaty, regulation, code, or legislation, and

(iv) the Bank Account is not (directly or indirectly) used for money laundering, terrorists financing, tax evasion, tax avoidance, financial crime or other illegal activities.

The Accommodation hereby agrees to fully compensate and indemnify Booking.com B.V. for all damages, losses, claims, penalties, fines, costs and expenses suffered, paid or incurred by Booking.com B.V (or any of its affiliated group companies (including any of its/their directors, officers, employees, agents or representatives)) for any (threatening or alleged) claim (including penalty) from any government, authority, organization, company, party or person that the payment to, through or from the Bank Account is illegal or a violation of any applicable (anti-corruption/ anti-money laundering/anti-tax evasion/anti-terrorists financing) laws, regulations, codes or legislation.

10.11 Booking.com may from time to time update and adjust the General Delivery Terms (including the Annexes), subject to prior communication (e.g. email or system notice) to the Accommodation with due observance of a notice period of 15 days. Any updated or adjusted version shall replace and supersede the existing (current) version with such effect as set out in the notice of update/replacement.

Annex 1

DATA PRIVACY AND MESSAGING GUIDELINES

These Data Privacy and Messaging Guidelines (the "Guidelines") set forth the terms and conditions under which Booking.com provides its service to and for the benefit of Accommodations. By using the Booking.com services, the Accommodation agrees to and accepts the following Guidelines.

1. SCOPE, DEFINITIONS AND INTERPRETATION

1.1 These Guidelines form an integral part of the agreement between the Accommodation and Booking.com (including any applicable general delivery terms (the "GDTs") and collectively with the agreement, the "Agreement")) and must be read in conjunction therewith. Except as otherwise provided for herein, the terms and conditions of the Agreement remain unchanged and in full force and effect. If there is conflict between this Guideline and the Agreement, the terms of the Guidelines will prevail. The Accommodation is aware that the Booking.com online services are operated by Booking.com B.V. located in Amsterdam, The Netherlands. Where the contracting party to Accommodation is an affiliate of Booking.com (rather than Booking.com B.V)., any reference in the following to Booking.com shall also refer to the relevant affiliate of Booking.com B.V. as applicable.

1.2 Unless defined otherwise in these Guidelines, capitalized terms have the same meaning as set out in the Agreement.

2. DATA PRIVACY

2.1 Each Party shall take reasonable steps to protect personal data (i.e., information that relates to an identified or identifiable natural person) processed in the context of the Agreement against loss and unauthorized access, use, deletion

and disclosure; and, as required by applicable laws, process personal data in a manner that ensures appropriate confidentiality and security of the personal data.

2.2 The Accommodation acknowledges that it is responsible for the handling and security of the personal data it holds and processes within the context of the Agreement and Booking.com acknowledges that it is responsible for the handling and security of the personal data it processes within the context of the Agreement. Accommodation shall provide personal data to Booking.com only if such disclosure is permitted under applicable laws. Booking.com shall be a data controller (i.e. determines the purposes and means of the data processing) for any personal data it processes. Accommodation shall become data controller upon receipt of the personal data either directly or indirectly through a connectivity partner. Unless agreed otherwise, connectivity partners handle personal data on behalf of a Accommodation. Each Party shall be solely responsible for the processing of personal data by itself or on its behalf in accordance with applicable data protection laws. The Parties shall, if required by applicable laws, cooperate in good faith and provide assistance in the event data subjects wish to exercise their rights of access, correction, erasure or portability, or in case of requests from competent authorities to demonstrate compliance with obligations applicable to the Party.

2.3 To the extent Booking.com processes personal data that is not Guest data in association with the Agreement, such personal data shall be processed by Booking.com in accordance with the Booking.com Privacy Statement applicable to Accommodations, which can be found on www.booking.com. The Accommodation warrants that it has, as required by applicable laws, duly and diligently informed (and as required by applicable laws, obtained consents from) its staff members, agents, representatives and other individuals about the processing of their personal data by Booking.com and the cross-border transfer of their personal data to countries that do not provide for adequate protection of rights of personal data subjects.

2.4 Accommodation shall process personal data that Accommodation received from Booking.com as part of the Services under the Agreement only so far as necessary to perform the requested reservation services, or as otherwise agreed to between the Parties in writing, in accordance with applicable law, including (if applicable) the EU General Data Protection Regulation (EU) 2016/679 and/or Directive 2002/58/EC (each as amended or replaced by subsequent legal acts) or if Accommodation has obtained explicit consent from the Guest to any other use of Guest's personal data.

2.5 If the Accommodation will or intends to notify Guests or other parties (e.g., competent data protection and/or government authorities) of a data breach (any discovered or suspected incident resulting in accidental, unlawful, or unauthorized destruction of, loss of, alteration of, access to, disclosure of, or use of personal data) involving personal data received by the Accommodation from Booking.com, and the notification will reference Booking.com, Accommodation shall first, to the extent permitted by law, provide any draft notification and related correspondence to Booking.com and reasonably cooperate with Booking.com in finalizing such notification and correspondence and other communication that may follow with the Guests or authorities. Accommodation acknowledges that Booking.com retains the right to voluntarily inform its users about any such data breach. For the avoidance of doubt, Accommodation shall not notify Guests or other parties of a data breach involving personal data that Booking.com hosts on the Extranet (defined in 4.2) without prior written authorization from Booking.com.

2.6 The Accommodation may request that Booking.com discloses personal data related to Guest reservations to other partners, service providers, or affiliates of the Accommodation ("Accommodation Partners"), or to systems where such personal data may be accessed by Accommodation Partners, in order to manage or facilitate the reservation between the Guest and the Accommodation. Any such disclosure is made solely on behalf of and at the instruction of the Accommodation, which instruction the Accommodation may modify at any time, and shall not be construed to be a disclosure made by Booking.com. The Accommodation represents and warrants that it has all necessary rights, authorizations and permissions to disclose such personal data to these Accommodation Partners.

2.7 In case the party contracting with Booking.com B.V. is not (only) directly processing personal data of Guests under its own control (e.g. as may be applicable in case of chains, property management companies etc.), this Clause 2 shall be read to apply to the Accommodation or Accommodation Partners, as applicable, ultimately processing the personal data of Guests. In such case, the contracting party and/or Accommodation and/or Accommodation Partner may be considered the (sole) data controller of any Guest data processed in the context of the Agreement as determined by the Accommodation (signing entity and/or property) and/or Accommodation Partners.

3. MESSAGING TOOLS

Booking.com may from time to time as part of its service to the Guest and Accommodation facilitate the communication between the Guest and the Accommodation (the "Messaging Service") using tools provided by Booking.com. Booking.com will process communications sent via the Messaging Service (the "Communications") in accordance with the Booking.com Privacy and Cookies Statement applicable to Accommodations available on www.booking.com. The Accommodation hereby irrevocably and unconditionally agrees and consents to the processing of Communications by Booking.com (including any processing, storage, receipt, access, insight and screening of communications by Booking.com) and states that it has duly and diligently informed (and as required by applicable laws, obtained consent from) the Accommodation's employees, agents, representatives, staff members and other individuals of/for/when using the Communication Service for or on the Accommodation's behalf (including the processing, receipt, insight, storage, screening and access of such communications by Booking.com).

4. USE OF BOOKING.COM ONLINE SERVICES

4.1 Notwithstanding anything to the contrary in the Agreement, Accommodation agrees to comply and have individuals acting on its behalf, comply with the Booking.com Business Partner Account Terms of Use, as made available on www.booking.com.

4.2 Booking.com may offer an extranet facility to the Accommodation (the "Extranet"). The Accommodation shall safeguard and keep the user ID and password confidential and secure, and shall not disclose the user ID and password to any person other than those who need to have access to the Extranet to fulfil their job responsibilities. The Accommodation shall notify Booking.com promptly and no later than within 24 hours via https://report.booking.com of any actual or suspected breach of security or confidentiality involving the user ID and password used to access the Booking.com Extranet.

4.3 The Accommodation agrees not to use the Messaging Service to send unsolicited electronic communications to any individual. Accommodation will fully indemnify Booking.com for any claims of third parties or fines resulting from unlawful or unauthorized use of the Messaging Service by Accommodation for its own purposes.

5. PAYMENT CARD SECURITY

To the extent the Accommodation processes payment card information obtained by the Accommodation through the Booking.com reservation services, the Accommodation is required to comply and to have its service providers comply on an ongoing basis with the requirements, compliance criteria and validation processes set forth in the current Payment Card Industry (PCI) Data Security Standard issued by the major credit card companies.

Annex 2A

FACILITATED PAYMENT FOR ALL TRANSACTIONS EXCEPT TRANSACTIONS TO WHICH ANNEX 2B OR 2C APPLIES

1. SCOPE, DEFINITIONS AND INTERPRETATION

1.1 This Annex 2A forms an integral part of the chain/master/framework agreement (including the applicable general delivery terms (the "GDTs" and collectively with the chain/master/framework agreement, the "Agreement")) and must be read in conjunction with the Agreement. Except as otherwise provided for in this Annex 2A, the terms and conditions of the Agreement remain unchanged and in full force and effect.

1.2 Unless defined otherwise in this Annex 2A, capitalized terms have the same meaning as set out in the Agreement. References in this Annex 2A to Clauses shall mean Clauses in this Annex 2A, unless otherwise specified.

2. FACILITATED PAYMENT

2.1 The Accommodation agrees and acknowledges that Booking.com may from time to time and in certain jurisdictions facilitate certain payment methods for the (pre-/down-) payment of the Room Price (as defined below) by Guests to the Accommodation pursuant to which (as available) bank transfer, credit card payments or other forms of online payment can be made and processed for and on behalf of the Accommodation (the "Facilitated Payment"). Booking.com may from time to time engage a third party to facilitate and process the payment (the "Payment Processor"). Facilitated Payment under this Annex 2A involves Booking.com acting as agent for the Accommodation in respect of the receipt of payments from Guests and the transfer of such payments to the Accommodation. Any payment made by a Guest to Booking.com as agent for the Accommodation shall satisfy and discharge a corresponding amount of the Guest's debt to the Accommodation. To the extent permitted by law, Parties agree that for each payment transaction processed to or for the benefit of the Accommodation, Booking.com may (cross) charge to or require compensation from the Accommodation (for) its costs and expenses (including the fees, costs and other amounts as charged by its payment processors, banks or credit card companies for such transaction), plus taxes (if applicable), for and related to the Facilitated Payment service and the underlying payment transaction(s). Payment shall be due in accordance with the terms of the invoice.

2.2 The Accommodation agrees and acknowledges that for each reservation, the total amount of the reservation (including all applicable taxes, fees, extras and add-ons made or included prior to check-in (e.g. breakfast) to the extent disclosed to Booking.com by the Accommodation (unless indicated otherwise by Booking.com)) (the "Room Price") will be collected and processed by the Payment Processor (and insofar as applicable, in accordance with the payment policy of the Accommodation for the relevant reservation and disclosed on the Platform).

2.3 The Accommodation agrees and acknowledges that Booking.com may from time to time use and utilize the Facilitated Payment (including other (online) payment methods such as virtual credit cards) for (i) (pre-/down-) payment of the Room Price by the Guest to the Accommodation through the Payment Processor in final settlement of such payment, and (ii) settlement and payment of (a) the due and outstanding Commission by offsetting the due and outstanding Commissions, and (b) such other amounts due by the Accommodation to Booking.com (including the relevant fees, costs and expenses (if applicable) as from time to time notified by Booking.com in respect of the Facilitated Payment and/or charged by the Payment Processors, involved banks and/or credit card companies) (plus taxes) with the total amount of all the Room Prices processed at any time through the Payment Processor. Insofar as there are insufficient funds to settle and pay all amounts due to Booking.com, Booking.com shall be entitled to collect the relevant deficit by means of Direct Debit (if available), offset by the Deposit (if applicable) or the Accommodation shall upon first request of Booking.com pay the relevant deficit to such bank account as from time to time identified by Booking.com.

2.4 The Accommodation agrees and acknowledges that it is –at all times– responsible for the collection, remittance, withholding and payment to the relevant (tax) authorities (as applicable) of the relevant taxes, (sur)charges, extras and fees over the Room Price (including the relevant taxes, (sur)charges, extras, amounts and fees not included in the Room Price) and remittance, withholding and payment (as applicable) of the taxes over the Commission, to the relevant tax authorities. Unless Booking.com has indicated that certain taxes, fees, charges, add-ons (e.g. breakfast) or other amounts are not included in the Room Price (the "Excluded Elements"), the Accommodation shall not further charge, request payment of or collect any amount from the Guest that has not already been included in the Room Price (save for the Excluded Elements (if applicable)).

2.5 The Room Price shall be transferred by Booking.com to the Accommodation, subject to the rules set out in this clause 2.5. The transfer may happen (i) through a bank transfer, or (ii) by providing the Accommodation with a virtual credit card (the "Virtual Card"). In case of a bank transfer, only the balance of the Room Price minus due and outstanding Commissions (if permitted), fees, costs and expenses and other amounts due to Booking.com, or the equivalent thereof in another currency (the "Net Amount") is transferred. In case of a transfer through a Virtual Card, only the balance of the Room Price minus amounts that Booking.com is required to withhold under local laws or regulations, or the equivalent thereof in another currency (the "VC Amount"), is transferred.

General rules related to any transfer:

Payment of the VC Amount or of the Net Amount, as the case may be, may at all times without notice be suspended in the event of alleged or suspected credit card fraud or breach of contract. The Accommodation shall bear all currency exchange risks, including conversion of the Room Price. Any funds held by a bank, the Payment Processor or any other third party do not bear interest. The Accommodation agrees and acknowledges that due to fluctuating currency exchange rates and costs/fees charged by banks, credit card companies and other intermediaries for the collection, processing and payment of the relevant amounts, there may be differences between the Room Price (as uploaded by the Accommodation in the system), the collected amount and the amount received by the Accommodation.

For payment via Virtual Card:

The Accommodation may not authorize or charge the Virtual Card until the date on which the Guest's reservation becomes non-refundable. The Virtual Card is only valid for the reservation to which it was assigned, and for the amount and currency specified on the confirmation of the reservation to which it was assigned. The Accommodation shall collect the VC Amount by charging the Virtual Card during the time period ending 12 months after the date of the Guest's check out (the "Cut-Off Date"). Prior to the Cut-Off Date, Booking.com shall use commercially reasonable efforts to inform the Accommodation of the VC Amount or any portion available for collection by the Accommodation. The parties agree that Booking.com's informing the Accommodation of the (portion of the) VC Amount that is available for collection by the Accommodation, shall satisfy any and all information obligations of Booking.com under applicable law. If the Accommodation fails to collect the VC Amount, or any portion thereof, on or prior to the Cut-off Date, then, from and after the Cut-off Date (i) the Virtual Card shall be deactivated, (ii) the Accommodation's rights and claims with respect to such amount shall automatically cease to exist (including for the avoidance of doubt any right of set-off), and (iii) Booking.com shall have full right, title and interest in and to any such amount. From and after the Cut-off Date, the Accommodation, without further action, hereby releases and forever discharges Booking.com from any and all claims whatsoever related to the VC Amount (for the avoidance of doubt: explicitly including claims related to (any portion of) the VC Amount insofar as that has not been collected by the Accommodation prior to the Cut-Off Date). The Parties expressly agree that the VC Amount (or any portion thereof) retained by Booking.com after expiration of the Cut-Off Date does not constitute a Commission or other consideration paid by the Accommodation to Booking.com for the provision of Services under this Agreement.

For payment via bank transfer:

The Accommodation should provide correct bank account details to Booking.com. Booking.com shall transfer the Net Amount to the bank account indicated by the Accommodation within 14 days of the end of the month in which the Guest has checked out. The Accommodation shall bear all losses arising from incorrect information provided to Booking.com such as incorrect bank account details.

2.6 In the event of (alleged) fraudulent activities by the Accommodation or if Booking.com is required by law, court order, (semi-) governmental instruction or orders, arbitrational decision (or similar ruling), subpoena or cancellation policy to make a refund, of all or part of the Room Price (or insofar as otherwise reasonable and fair), Booking.com reserves the right to claim from the Accommodation repayment of such amount (re)paid to Guest, but received by the Accommodation (which payment shall be made within 14 days of a request by Booking.com).

2.7 Insofar as the Accommodation agrees to a refund of a fully or partially paid non-refundable Room Price (or part thereof), Booking.com shall be entitled to settle on behalf of the Accommodation with the Guest the relevant amount. Insofar as the relevant amount has already been transferred to the Accommodation in accordance with clause 2.5 of this Annex 2, Booking.com is entitled to claim repayment by the Accommodation of the relevant amount in any available manner. Insofar as the relevant amount has not been transferred to the Accommodation in accordance with clause 2.5 of this Annex 2A, Booking.com shall not transfer the relevant amount and/or is entitled to block the transfer of the relevant amount.

2.8 In the event of a no-show or cancellation, Booking.com shall be entitled to charge Commission on the relevant amount of the room price collected and transferred to the Accommodation. In the event of an overbooking, the Commission shall be calculated in accordance with the terms of the Agreement.

2.9 Unless required otherwise by applicable law, the Accommodation shall only issue an invoice to the Guest (and provide such Guest upon his/her first request with an invoice) for the full amount of the reservation (including or plus (as required by applicable laws) all applicable taxes, surcharges and fees). The Accommodation shall not invoice (or send an invoice to) Booking.com for the reservation or stay. Nothing in this Agreement shall constitute or imply that Booking.com acts or operates as a principal, merchant or (re)seller of the room.

3. ANTI-MONEY LAUNDERING AND ANTI-TERRORIST FUNDING

3.1 Due to applicable anti-money laundering, anti-corruption, anti-terrorist financing, anti-tax evasion any other anti-financial crime laws and legislation, Booking.com is restricted from making the Service available to and accepting payments from or making, processing or facilitating payments to a bank account (the "Bank Account") that is not related to the jurisdiction where the Accommodation (meaning: 'legal entity') is located and (but in any event) insofar as any of the following warranties is untrue. The Accommodation hereby represents and warrants that for all its properties (notwithstanding the jurisdiction of the Bank Account):

(i) it holds and complies with all permits, licences and other governmental licences, permits and authorizations necessary for conducting, carrying out and continuing its operations and business (including holding and using of the Bank Account);

(ii) it is the holder of the Bank Account;

(iii) the payment and transfer to/from the Bank Account is at arm's length and in accordance with all applicable laws, legislation, codes, regulations, ordinances and rules and not in violation of any applicable anti-money laundering, anti-corruption, anti-terrorist financing, anti-tax evasion (tax) or any other anti-financial crime law, treaty, regulation, code or legislation; and

(iv) the Bank Account is not (directly or indirectly) used for money laundering, terrorist financing, tax evasion, tax avoidance, financial crime or other illegal activities.

3.2 The Accommodation hereby represents and warrants that for all its properties it (including its directors/officers and (direct, indirect and ultimate (beneficial)) owners (and their directors/officers)) are not in any way connected to, part of, involved in or related to or (wholly or partially) under the control, management or ownership of:

(a) terrorists or terrorist organizations;

(b) parties / persons (i) listed as (special) designated nationals/entities or blocked person/entities, or (ii) otherwise subject to any applicable trade embargo, or other (EU/US/UN/national) financial, economic and trade sanctions; and

(c) parties / persons guilty of money laundering, tax evasion, bribery, financial crime, fraud or corruption.

Annex 2B

FACILITATED PAYMENT FOR ACCOMMODATIONS THAT SIGNED A CONNECTED ACCOUNT AGREEMENT WITH STRIPE THROUGH THE PLATFORM

1. **SCOPE, DEFINITIONS AND INTERPRETATION**

1.1. This Annex 2B forms an integral part of the chain/master/framework agreement (including the applicable general delivery terms (the "GDTs" and collectively with the chain/master/framework agreement, the "Agreement")) and must be read in conjunction with the Agreement. Except as otherwise provided for in this Annex 2B, the terms and conditions of the Agreement remain unchanged and in full force and effect.

1.2. Unless defined otherwise in this Annex 2B, capitalized terms have the same meaning as set out in the Agreement. References in this Annex 2B to Clauses shall mean Clauses in this Annex 2B, unless otherwise specified.

2. **FACILITATED PAYMENT**

2.1. The Accommodation agrees and acknowledges that Booking.com may from time to time and in certain jurisdictions make available on the Platform certain payment methods for the (pre-/down-) payment of the Room Price (as defined below) by Guests pursuant to which (as available) bank transfer, credit card payments or other forms of online payments can be made and processed for and on behalf of the Accommodation ("Facilitated Payment").

2.2. Booking.com may from time to time allow a third party (the "Payment Processor") to operate through the Platform for the purposes of enabling Facilitated Payment. This Annex 2B shall apply if the type of Facilitated Payment arranged involves the Payment Processor (1) providing services (the "Processor Services") to, and under a direct contractual relationship with, the Accommodation by acquiring and/or otherwise collecting payments from Guests on behalf of the Accommodation in respect of those payment methods serviced by the Payment Processor ("Processed Payments"); and (2) paying amounts so collected in respect of Processed Payments directly to the Accommodation.

2.3. The Parties acknowledge that Facilitated Payment under this Annex 2B involves:

(i) a separate contractual agreement (the "PP Documentation") between the Accommodation and the Payment Processor to which Booking.com will not be a party; and

(ii) a separate contractual agreement (the "Booking-Processor Documentation") to which the Accommodation is not a party, and pursuant to which Booking.com allows the Payment Processor to offer the Processing Services to Accommodations through the Platform.

2.4. If an Accommodation determines that it would like to utilize the Processor Services and agrees to be bound by the PP Documentation:

(i) the Accommodation hereby authorizes Booking.com to perform any steps necessary to effectuate that choice and to allow the Accommodation to open an account with the Payment Processor (and/or to integrate a new account with any existing account of the Accommodation with the Payment Processor);

(ii) the Accommodation shall use all reasonable endeavours to assist Booking.com in the performance of its obligations in connection with the Facilitated Payment. In particular, but without limitation, the Accommodation shall provide such information to, or as directed by, Booking.com as shall be required for the provision of Facilitated Payment, including all information required for the identification of the Accommodation for regulatory reasons (including the prevention of fraud, money laundering and terrorist financing); and

(iii) the Accommodation authorizes Booking.com to share with the Payment Processor information regarding the Accommodation.

2.5. The Accommodation shall provide such information to, or as directed by, Booking.com, as shall be required for the purposes of enabling the Payment Processor to make pay-outs in respect of Processed Payments. The Accommodation shall ensure that all information provided by it to Booking.com at any time is complete and accurate, shall bear all losses arising from any incorrect information being provided to Booking.com and shall indemnify Booking.com against all liabilities, losses, costs and expenses which Booking.com may suffer or incur as a result of any such information being incorrect or incomplete. The Accommodation authorizes Booking.com to give instructions to the Payment Processor on behalf of the Accommodation in respect of the collection, processing and pay-out of Processed Payments, including any refunds, reversals, returns, disputes, balance adjustments, chargebacks or other related matters. The Accommodation authorises Booking.com to share these instructions with the Payment Processor.

2.6. The Accommodation agrees that it shall use the Processor Services only for the purposes of the collection of amounts payable by Guests (and not for any purposes prohibited by the Payment Processor Documentation), shall at all times fully inform itself as to the contents of, and comply with its obligations under, the PP Documentation and shall indemnify Booking.com against all liabilities, losses, costs and expenses which Booking.com may suffer or incur (including but not limited to under the Booking-Processor Documentation) as a result of any failure by the Accommodation to perform any of such obligations when due or as a result of the misuse of any Processor Services by any third party (other than any such misuse resulting from wilful default or negligence on the part of Booking.com, its employees or agents.

2.7. The provision of Processor Services by the Payment Processor to the Accommodation is in the discretion of the Payment Processor and may be withdrawn at any time by the Payment Processor in accordance with the terms of the PP Documentation. Booking.com shall have no liability for any decision of the Payment Processor not to, or cease to, make the Processor Services available to the Accommodation (whether justified or not) or for any breach or delayed performance by the Payment Processor of any obligations owed by it to the Accommodation in respect of the provision of the Processor Services. Booking.com shall have no obligation to ensure that Processor Services are at all times available to the Accommodation.

2.8. Booking.com may at any time give notice to terminate or suspend the availability or operation of Facilitated Payment in whole or in part in the event of any alleged or suspected credit card fraud, sanctions breach or breach of contract in relation to the Accommodation or any Processed Payment. The Accommodation understands and agrees that Booking.com and the Payment Processor may share information (subject to each party's privacy and legal obligations) related to any actual or suspected fraud or misuse of the Processor Services.

2.9. Booking.com may (cross) charge to, or require compensation from the Accommodation for, any fees, costs or expenses incurred by Booking.com in allowing the provision of the Facilitated Payment and the Processor Services to occur through the Platform, including but not limited to any fees payable under the Booking-Processor Documentation, plus taxes (if applicable). Payment shall be due in accordance with the terms of the invoice or Booking.com is hereby irrevocably authorised by the Accommodation to give an instruction to the Payment Processor for the payment of any such amount to Booking.com from Processed Payments.

2.10. The Accommodation hereby authorizes Booking.com to, from time to time as necessary, instruct the Payment Processor to pay to Booking.com from Processed Payments such amounts as are required to settle (a) the due and outstanding Commission, and/or (b) such other amounts as are due by the Accommodation to Booking.com. Insofar as there are insufficient funds to settle and pay all amounts due to Booking.com, or Booking.com does not give any such instruction, Booking.com shall be entitled to collect the relevant deficit by means of Direct Debit (if available), offset by the Deposit (if applicable) or the Accommodation shall upon first request of Booking.com pay the relevant deficit to such bank account as

from time to time identified by Booking.com.

2.11. The Accommodation agrees and acknowledges that for each reservation, the total amount of the reservation (including all applicable taxes, fees, extras and add-ons made on the Platform or included prior to check-in (e.g. breakfast) to the extent disclosed to Booking.com by the Accommodation (unless indicated otherwise by Booking.com)) (the "Room Price") will be collected and processed by the Payment Processor (insofar as applicable, in accordance with the payment policy of the Accommodation for the relevant reservation as disclosed on the Platform and the other provisions of the Agreement). The Accommodation agrees and accepts that the Room Price may be paid by the Guest in a different currency.

2.12. The Accommodation shall bear all currency exchange risks, including conversion of the Room Price. The Accommodation agrees and acknowledges that due to fluctuating currency exchange rates and costs/fees charged for the collection, processing and pay-out of Processed Payments of, there may be differences between the Room Price (as uploaded by the Accommodation in the system), the applicable Processed Payment and the amount of the relevant Processed Payment received by the Accommodation and the Accommodation shall not further charge, request payment of or collect any amount from the Guest in respect of any such difference.

2.13. The Accommodation agrees and acknowledges that it is at all times responsible for the collection, remittance, withholding and payment to the relevant (tax) authorities (as applicable) of the relevant taxes, (sur)charges, extras and fees over the Room Price (including the relevant taxes, (sur)charges, extras, amounts and fees not included in the Room Price) and remittance, withholding and payment (as applicable) of the taxes over the Commission, to the relevant tax authorities. Unless it is clearly stated in the applicable Accommodation Information that certain taxes, fees, charges, add-ons (e.g. breakfast) or other amounts are not included in the Room Price (the "Excluded Elements"), the Accommodation shall not further charge, request payment of or collect any amount from the Guest that has not already been included in the Room Price (save for the Excluded Elements (if applicable)).

2.14. In the event that:

(i) the Accommodation agrees to a refund of a fully or partially paid non-refundable Room Price (or part thereof); or

(ii) Booking.com:

(1) is required by any applicable cancellation policy or by law, court order, (quasi-) governmental instruction or order, arbitral decision (or similar ruling) or subpoena to make a refund of all or part of the Room Price; or

(2) determines in its discretion that it is reasonable or fair to the applicable Guest to make a refund of all or part of a Room Price,

Booking.com shall be entitled to (a) instruct the Payment Processor to cancel any Processed Payment regarding the refund amount not yet completed and to effect a refund of any completed Processed Payment; or (b) settle the relevant amount with the Guest on behalf of the Accommodation from its own resources and instruct the Payment Processor on behalf of the Accommodation to reimburse it for the amount so settled from Processed Payments. Insofar as there are insufficient funds to settle and pay all amounts due to Booking.com in respect of any such reimbursement, or Booking.com does not give any such instruction, Booking.com shall be entitled to collect the relevant deficit by means of Direct Debit (if available), offset by the Deposit (if applicable) or the Accommodation shall upon first request of Booking.com pay the relevant deficit to such bank account as from time to time identified by Booking.com.

2.15. In the event of a no-show or cancellation, Booking.com shall be entitled to charge Commission on the relevant amount of the Room Price collected and transferred to the Accommodation. In the event of an overbooking, the Commission shall be calculated in accordance with the terms of the Agreement.

2.16. Unless required otherwise by applicable law, the Accommodation shall only issue an invoice to the Guest (and provide such Guest upon his/her first request with an invoice) for the full amount of the reservation (including or plus (as required by applicable laws) all applicable taxes, surcharges and fees). The Accommodation shall not invoice (or send an invoice to) Booking.com for the reservation or stay. Nothing in this Agreement shall constitute or imply that Booking.com acts or operates as a principal, merchant or (re)seller of the room.

3. **ANTI-MONEY LAUNDERING AND ANTI-TERRORIST FUNDING**

3.1. Due to applicable anti-money laundering, anti-corruption, anti-terrorist financing, anti-tax evasion any other anti-financial crime laws and legislation, the Accommodation may not use Facilitated Payment to procure the making of payments in respect Processed Payments to a bank account (the "Bank Account") that is not related to the jurisdiction where the Accommodation (meaning: ‘legal entity’) is located and or to any Bank Account in relation to which any of the following warranties is untrue. The Accommodation hereby represents and warrants in respect of any Bank Account (regardless of is jurisdiction):

(i) it holds and complies with all governmental or other permits, licences and authorizations necessary for conducting, carrying out and continuing its operations and business (including holding and using of the Bank Account);

(ii) it is the holder of the Bank Account;

(iii) any payment and transfer to/from the Bank Account is at arm's length and in accordance with all applicable laws,

legislation, codes, regulations, ordinances and rules and not in violation of any applicable anti-money laundering, anti-corruption, anti-terrorist financing, anti-tax evasion (tax) or any other anti-financial crime law, treaty, regulation, code or legislation; and

(iv) the Bank Account is not (directly or indirectly) used for money laundering, terrorist financing, tax evasion, tax avoidance, financial crime or other illegal activities.

3.2. The Accommodation hereby represents and warrants that it (including its directors/officers and (direct, indirect and ultimate (beneficial)) owners (and their directors/officers)) are not in any way connected to, part of, involved in or related to or (wholly or partially) under the control, management or ownership of:

(i) terrorists or terrorist organizations;

(ii) parties / persons (a) listed as (special) designated nationals/entities or blocked person/entities, or (b) otherwise subject to any applicable trade embargo, or other (EU/US/UN/national) financial, economic and trade sanctions; or

(iii) parties / persons guilty of money laundering, tax evasion, bribery, financial crime, fraud or corruption.

Annex 2C

FACILITATED PAYMENT FOR US DOMESTIC TRANSACTIONS EXCEPT TRANSACTIONS TO WHICH ANNEX 2B APPLIES

1. **SCOPE, DEFINITIONS AND INTERPRETATION**

1.1. This Annex 2C forms an integral part of the chain/master/framework agreement (including the applicable general delivery terms (the "GDTs" and collectively with the chain/master/framework agreement, the "Agreement")) and must be read in conjunction with the Agreement. Except as otherwise provided for in this Annex 2C, the terms and conditions of the Agreement remain unchanged and in full force and effect.

1.2. Unless defined otherwise in this Annex 2C, capitalized terms have the same meaning as set out in the Agreement. References in this Annex 2C to Clauses shall mean Clauses in this Annex 2C, unless otherwise specified.

2. **FACILITATED PAYMENT**

2.1. The Accommodation agrees and acknowledges that Booking.com may from time to time and in certain jurisdictions make available on the Platform certain payment methods for the (pre-/down-) payment of the Room Price (as defined below) by a Guest to the Accommodation pursuant to which (as available) bank transfer, credit card payments or other forms of online payment can be processed for payment to the Accommodation ("Facilitated Payment").

2.2. Booking.com may from time to time allow a third party (the "Payment Processor") to operate on the Platform for the purposes of enabling Facilitated Payment. This Annex 2C shall apply if the Facilitated Payment involves the Payment Processor providing services (the "Processor Services") to, and under a direct contractual relationship with, Guests by (1) collecting payments from Guests in respect of those payment methods serviced by the Payment Processor ("Processed Payments"); and (2) paying the amounts collected directly to Accommodations on behalf of Guests.

2.3. Facilitated Payment under this Annex 2C:

(i) does not involve the Payment Processor acting on behalf of either the Accommodation or Booking.com in any respect with regard to the collection of the Processed Payments for onward transmission to the Accommodation.

(ii) involves certain commitments to the Payment Processor being undertaken, and certain fees being paid to the Payment Processor, by Booking.com as part of the agreement between the Payment Processor and Booking.com pursuant to which the Payment Processor is allowed to provide Processor Services on the Platform to enable Guests to make payments to Accommodations.

(iii) in order to allow the efficient and reliable operation of Facilitated Payments, the Accommodation shall provide to Booking.com, for onward transmission to the Payment Processor, all information required for regulatory reasons (including the prevention of fraud, money laundering and terrorist financing).

2.4. Booking.com shall have no liability for any decision of the Payment Processor not to, or cease to, make the Processor Services available in respect of any payment(s) to the Accommodation or for any breach or delayed performance by the Payment Processor in respect of the provision of Processor Services. Booking.com shall have no obligation to allow the Payment Processor to operate on the Platform or otherwise ensure that Processor Services are available on the Platform.

2.5. Booking.com or the Payment Processor may at any time give notice to terminate or suspend the availability or operation of Facilitated Payment in whole or in part in the event of any alleged or suspected credit card fraud, sanctions breach or breach of contract in relation to the Accommodation. The Accommodation understands and agrees that Booking.com and the Payment Processor may share information (subject to each party's privacy and legal obligations) related to any actual or suspected fraud or misuse of the Processor Services.

2.6. Booking.com may (cross) charge to, or require compensation from the Accommodation for, any fees, costs or expenses relating to the provision of the Facilitated Payment and/or the Processor Services, plus taxes (if applicable). Payment shall be due in accordance with the terms of the invoice.

2.7. The Accommodation agrees and acknowledges that for each reservation, the total amount of the reservation (the "Room Price") will include all applicable taxes, fees, extras and add-ons made or included prior to check-in (e.g. breakfast) to the extent disclosed to Booking.com by the Accommodation (unless indicated otherwise by Booking.com). The Room Price will be the amount collected from the Guest and processed by the Payment Processor for payment to the Accommodation (insofar as applicable, in accordance with the payment policy of the Accommodation for the relevant reservation as disclosed on the Platform and the other provisions of the Agreement). The Accommodation hereby authorises Booking.com to provide information to the Payment Processor (acting on behalf of the Guest) as to any amounts payable to the Accommodation and when such amounts are due for payment to the Accommodation and in respect of any refunds, reversals, returns, disputes, balance adjustments, chargebacks or other related matters related to any payment.

2.8. The Processed Payments shall be transferred by the Payment Processor to the Accommodation (i) through a bank transfer, or (ii) by the Accommodation being provided with details for a virtual credit card to which the relevant payment amount can be debited (a "Virtual Card").

General rules related to any transfer:

The Accommodation agrees and acknowledges that due to fluctuating currency exchange rates and costs/fees charged by banks, credit card companies and other intermediaries for the collection, processing and payment of the relevant amounts, there may be differences between the Room Price (as uploaded by the Accommodation in the Platform), the Processed Payment and the amount received by the Accommodation.

For payment via bank transfer:

The Accommodation agrees to provide correct bank account details to Booking.com for onward transmission to the Payment Processor for the pay-out of any Processed Payment by bank transfer. The Accommodation shall bear all losses arising from any incorrect information provided to Booking.com. Booking.com shall, acting on behalf of the Accommodation, notify the Payment Processor within 14 days of the end of the month in which the Guest has checked out of the amount of the Processed Payment to be transferred to the Accommodation using the bank account details provided.

For payment via Virtual Card:

The Accommodation agrees not to authorize or charge the Virtual Card until the date on which the Guest’s reservation becomes non-refundable. The Virtual Card is only valid for the reservation to which it was assigned, and for the amount and currency specified on the confirmation for that reservation. The Accommodation agrees to, and must, collect the Processed Payment by charging the Virtual Card during the time period ending 12 months after the date of the Guest's check out.

2.9. The Accommodation agrees and acknowledges that it is at all times responsible for the collection, remittance, withholding and payment to the relevant (tax) authorities (as applicable) of the relevant taxes, (sur)charges, extras and fees over the Room Price (including the relevant taxes, (sur)charges, extras, amounts and fees not included in the Room Price) and remittance, withholding and payment (as applicable) of the taxes over the Commission, to the relevant tax authorities. Unless the Accommodation clearly indicates in its listing on the Platform that that certain taxes, fees, charges, add-ons (e.g. breakfast) or other amounts are not included in the Room Price (the "Excluded Elements"), the Accommodation shall not further charge, request payment of or collect any amount from the Guest that has not already been included in the Room Price (save for the Excluded Elements (if applicable)).

2.10. In the event that:

(i) the Accommodation agrees to a refund of a fully or partially paid non-refundable Room Price (or ANY part thereof); or

(ii) Booking.com:

(1) is required by any applicable cancellation policy or by law, court order, (quasi-) governmental instruction or order, arbitral decision (or similar ruling) or subpoena; or

(2) determines in its discretion that it is reasonable or fair to the applicable Guest to make a refund of all or part of a Room Price,

Booking.com shall be entitled to be reimbursed by the Accommodation upon its request. In the event of a no-show or cancellation, Booking.com shall be entitled to charge Commission on the relevant amount of the Room Price collected and transferred to the Accommodation. In the event of an overbooking, the Commission shall be calculated in accordance with the terms of the Agreement.

2.11. Unless required otherwise by applicable law, the Accommodation shall only issue an invoice to the Guest (and provide such Guest upon his/her first request with an invoice) for the full amount of the reservation (including or plus (as required by applicable laws) all applicable taxes, surcharges and fees). The Accommodation shall not invoice (or send an invoice to) Booking.com for the reservation or stay. Nothing in this Agreement shall constitute or imply that Booking.com acts or operates as a principal, merchant or (re)seller of any room.

2.12. Booking.com:

(i) may, in its absolute discretion, from time to time make payment from its own resources of any amount due to be paid to the Accommodation by the Payment Processor (a "Processor Late Payment") but which may for any reason be delayed. If this occurs then, to the extent of the payment by Booking.com, Accommodation hereby assigns to Booking.com absolutely all and any rights it has to receive the relevant Processor Late Payment and directs the Payment Processor to make payment of such Processor Late Payment directly to Booking.com instead of to the Accommodation; and

(ii) may from time to time in its absolute discretion, make payment to the Payment Processor of any amount due from the Accommodation to the Payment Processor or a Guest (for example, in respect of a refund amount agreed to be due from the Accommodation to the Guest). To the extent that, and by reference to the amount for which, Booking.com does this, the Accommodation shall pay to Booking.com by way of reimbursement the amount which it would otherwise have paid to the Payment Processor; and

2.13. the Accommodation acknowledges and agrees that, where it receives payment through Facilitated Payment using a Virtual Card then, as between the Accommodation and the Guest, the Accommodation shall be deemed irrevocably to have received payment from the Guest in full and final settlement at such time as the Virtual Card is authorised and not at the later time of when the Accommodation receives settlement of the payment through its merchant acquirer.

3. **ANTI-MONEY LAUNDERING AND ANTI-TERRORIST FUNDING**

3.1. Due to applicable anti-money laundering, anti-corruption, anti-terrorist financing, anti-tax evasion any other anti-financial crime laws and legislation, the Accommodation may not use Facilitated Payment to procure the making of payments in respect Processed Payments to a bank account (the "Bank Account") that is not related to the jurisdiction where the Accommodation (meaning: ‘legal entity’) is located and or to any Bank Account in relation to which any of the following warranties is untrue. The Accommodation hereby represents and warrants in respect of any Bank Account (regardless of is jurisdiction):

(i) it holds and complies with all governmental or other permits, licences and authorizations necessary for conducting, carrying out and continuing its operations and business (including holding and using of the Bank Account);

(ii) it is the holder of the Bank Account;

(iii) any payment and transfer to/from the Bank Account is at arm's length and in accordance with all applicable laws, legislation, codes, regulations, ordinances and rules and not in violation of any applicable anti-money laundering, anti-corruption, anti-terrorist financing, anti-tax evasion (tax) or any other anti-financial crime law, treaty, regulation, code or legislation; and

(iv) the Bank Account is not (directly or indirectly) used for money laundering, terrorist financing, tax evasion, tax avoidance, financial crime or other illegal activities.

3.2. The Accommodation hereby represents and warrants that it (including its directors/officers and (direct, indirect and ultimate (beneficial)) owners (and their directors/officers)) are not in any way connected to, part of, involved in or related to or (wholly or partially) under the control, management or ownership of:

(i) terrorists or terrorist organizations;

(ii) parties/persons (a) listed as (special) designated nationals/entities or blocked person/entities, or (b) otherwise subject to any applicable trade embargo, or other (EU/US/UN/national) financial, economic and trade sanctions; or

(iii) parties/persons guilty of money laundering, tax evasion, bribery, financial crime, fraud or corruption.

Annex 3

NARROW PARITY COUNTRIES

Narrow Parity Countries means Australia, Brazil, all countries within the European Economic Area (except for Specific No Parity Countries), Georgia, Hong Kong, Switzerland, Turkey, New Zealand and such other jurisdictions as from time to time indicated by Booking.com.

Annex 4

WIDE PARITY COUNTRY WORDING

Notwithstanding anything to the contrary in the Agreement, to the extent that the Accommodation (meaning in this Annex 4: ‘property’) is located in a Wide Parity Country, then the following terms and conditions apply replacing any conflicting terms in the Agreement:

2.2 Parity and room restrictions

2.2.1 The Accommodation shall give Booking.com rate and availability parity ("Parity").

Rate Parity means the same or better rates for the same accommodation, same room type, same dates, same bed type, same number of guests, same or better amenities and add-ons (e.g. free breakfast, wifi, early/late checkout), same or better restrictions and policies such as reservation changes and cancellation policy as are available on the Accommodation's websites, apps or call-centres (including the customer reservation system), or directly at the Accommodation, with any competitor of Booking.com (which includes any online or offline reservation or booking agency or intermediary) and/or with any other (online or offline) third party that is a business partner of or in any other way related with or connected to the Accommodation. Rate parity does not apply in respect of rates intended for a closed user group ("closed user group" means a group with defined limitations where membership is not automatic and where: (i) consumers actively opt in to become a member, (ii) any online or mobile interface used by closed user group members is password protected, (iii) closed user group members have completed a customer profile, and (iv) the consumer to which the rate is offered or made available already made at least one prior booking as a member of the closed user group) provided that such rates are not (directly or indirectly) publicly (made) available. In the event that a closed user group rate is (directly or indirectly) publicly (made) available (by the Accommodation, a (direct/indirect) competitor of Booking.com or on any third party (platform) (including any (meta) search engine or price comparison website), Booking.com is entitled to rate parity for such rate.

Availability Parity means that the Accommodation shall provide Booking.com with such availability (i.e. rooms available for booking at the Platform) that are at least as favourable as those provided to any competitor of Booking.com (which includes any online or offline reservation or booking agency or intermediary) and/or with any other (online or offline) third party that is a business partner of or in any other way related with or connected to the Accommodation.

2.5.6 In the event of a valid claim of a Guest under the We Price Match, Booking.com shall promptly notify the Accommodation of such claim and provide the Accommodation with the relevant details of the claim. The Accommodation shall immediately adjust –to the extent applicable– the rate(s) made available at the Booking.com Platform such that the lower rate is available for further booking(s). Furthermore, the Accommodation shall immediately adjust the rate in the reservation made by the relevant Guest in its administration. Upon check out of the Guest, the Accommodation shall offer the room for the lower rate and shall either (i) settle the difference between the booked rate and the lower rate by charging the Guest for the lower rate, or (ii) refund (in cash) to the Guest the difference between the two rates.

5.1 (iii) the price for the rooms advertised on the Platforms correspond to the best available price for an equivalent stay with the Accommodation and a better price cannot be obtained by a Guest making a reservation with the Accommodation directly or via another (third) party or via another medium or channel, and

6.2 (iii) to the extent that any claims under or pursuant to the We Price Match are not settled between the Guest and the Accommodation upon check out of the Guest (by payment of the lower rate), all claims made by Guests regarding or pursuant to the We Price Match;