

HOSTEL SERVICE TERMS AND CONDITIONS

THESE TERMS ARE DRAFTED IN THE ENGLISH LANGUAGE. IF YOU DO NOT UNDERSTAND THE DOCUMENT OR ITS CONTENTS, PLEASE NOTIFY HOSTELPASS AND HAVE THE DOCUMENT TRANSLATED INTO A LANGUAGE YOU UNDERSTAND.

DEFINITIONS

In these Terms, the following definitions apply unless the context requires otherwise:

“Accommodations” means providing each Guest with at least one (1) bed located in a safe, clean room, provided that a reasonable number of other guests lodging with the Provider may also have beds in the same room, accessible Guest toilet and shower facilities, and Guest Wi-Fi access;

“City Tax” refers to a “city tax”, “tourist tax”, “tourism tax” or other tax, fee or charge associated with providing services to tourists or visitors;

“Fee” means an amount equal to 90% of the Provider’s current reservation rate provided by the Provider to the Company, per Guest, per Nightly Stay, plus any City Tax imposed by the Provider;

“Guests” means individuals who have paid the Company to stay in hostels, hotels or other lodging accommodations;

“Nightly Stay” means the hours between 5.00pm in the evening and 9.30am the following morning to which a Guest is entitled to the Accommodations;

“Personnel” means a Party’s employees, agents, personnel, representatives, officers and directors;

“Required Technology” means the software, hardware, equipment and technology capabilities required by the Company;

“Reservation” means the date or dates agreed upon by the Parties to provide the Services to a Guest;

“Services” means providing lodging Accommodations to Guests;

AGREEMENT

1. Description of the Services:

- 1.1. The Provider shall perform the Services from time to time as mutually agreed to by the Parties, and in a professional, timely, and competent manner, in accordance with all applicable laws, rules, and regulations.
- 1.2. The Provider agrees to provide the Services to each Guest whom the Company identifies to the Provider in accordance with the Reservation.
- 1.3. The Provider will provide each Guest with unlimited access to the Accommodations for each Nightly Stay that the Company has reserved in the Reservation.

2. Accessibility:

- 2.1. The Provider acknowledges and accepts that in order to provide the Services, the Provider must be equipped with the Required Technology.
- 2.2. The Required Technology may be amended from time to time by the Company to reflect changes in technology or in the Company's electronic capabilities and to make the Required Technology compatible with technology system utilised by the Company.
- 2.3. The Provider acknowledges and accepts that it will be wholly and fully responsible for the costs of purchasing, setting up, installing and otherwise utilising any software or hardware associated with the Required Technology. Further, the Company will not be liable for any costs, fees, charges, expenses or any other payment incurred by the Provider whilst using or accessing the Required Technology.

3. Compensation:

- 3.1. As the sole compensation for the Provider's services provided pursuant to these Terms, the Company shall pay the Provider the Fee.
- 3.2. The Company shall provide the Provider with the Company's credit card (or other agreed upon mechanism for payment) information when the Company books a Reservation, but no deposit or payment of any kind shall be actually paid by the Company or taken by Provider at the time of booking.
- 3.3. When the Guest physically arrives at the Provider's lodging accommodation and checks in to the Provider for his or her Reservation, then, and only then, may the Provider charge the Company's credit card (or other agreed upon mechanism for payment) for the Fee. The Company is under no obligation to book any Reservations. If no Reservations are booked, then no Fee or other payment whatsoever, shall be due.

4. Cancellation:

- 4.1. The Company may cancel Reservations on behalf of Guests with no charges imposed by the Provider where the cancellation occurs:
 - 4.1.1. more than 48 hours prior to 5.00pm in the time zone in which the Provider is located on the date of the first Nightly Stay of the Reservation; or
 - 4.1.2. in less than 48 hours prior to 5.00pm in the time zone in which the Provider is located on the date of the first Nightly Stay of the Reservation but within three (3) hours of the Provider providing confirmation of the Reservation.
- 4.2. Where the Company cancels a Reservation less than 48 prior to 5.00pm in the time zone in which the Provider is located on the date of the first Nightly Stay of the Reservation AND more than three (3) hours after the Provider has provided confirmation of the Reservation, the Provider may charge to Company's credit card the Fee for only one (1) of the Guest's Nightly Stays with the Provider.

5. Approval:

- 5.1. In order for the Provider to become eligible to provide the Services, the Provider must allow a representative of the Company to visit and tour the Provider's lodging accommodations at a time and date agreeable to the Parties and prior to any Guests utilising the Services.
- 5.2. After the Company's representative visit and tour, and based on the Company's evaluation of the Provider's accommodations, the Company will, in its sole and absolute discretion, elect or not elect to utilise the Provider or its Services.
- 5.3. The Company shall in no way be liable for any costs or fees associated with the visit or tour, even in the event that the Company does not elect to utilise the Provider or its Services.

6. Termination:

- 6.1. The Agreement and these Terms shall continue in force until terminated by either Party for any reason upon providing forty-five (45) days' prior written notice without further obligation or liability.
- 6.2. All of the Provider's obligations, other than the obligation to provide Services, under these Terms will survive the termination of the arrangement between the Parties.

7. Independent Parties:

- 7.1. The Agreement and these Terms do not constitute a partnership or any employee/employer relationship between the Parties. The Provider and the Company are independent parties, and nothing contained in the Agreement or these Terms shall be deemed or interpreted to make the Provider or any of its Personnel the employee, partner, agent or legal representative of the Company, or to make the Company or any of its Personnel the employee, partner, agent or legal representative of the Company, for any purpose whatsoever.
- 7.2. The Provider shall retain sole and absolute discretion and judgment in the manner and means of carrying out its responsibilities under the Agreement or these Terms.
- 7.3. The Provider is not granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Company, or to bind the Company in any manner or fashion whatsoever.
- 7.4. The Provider's Personnel, if used in the performance of the Services, are, and shall at all times and for all purposes be, employees of the Provider, and not employees of the Company. Other than limited authority to monitor the satisfaction and safety of the Guests, the Company shall have no control over the performance of the Provider's Personnel. Neither the Provider nor its Personnel are entitled to benefits offered by the Company to its employees, nor are the Provider's Personnel subject to personnel policies and procedures covering Company employees.

8. Provider's Obligations:

- 8.1. The Provider acknowledges and accepts that Guests are entitled to expect a certain level of service from the Provider and, accordingly, as part of the Services, the Provider agrees to:

- 8.1.1. honor all Reservations made by the Company on behalf of the Guests, including, but not limited to, Reservations made during peak travel seasons and periods during special events and holidays;
 - 8.1.2. ensure that all Guests are treated equally (in particular, with regard to gender and gender identity, race, religion, disability, and sexual orientation) both at the time of booking the Reservation and during the Guest's Nightly Stay with the Provider;
 - 8.1.3. provide the Services in accordance with the Company's policies, which shall be provided to the Provider and updated from time to time.
- 8.2. The Provider shall be responsible to furnish and complete the Services in a competent and professional manner.
- 8.3. The Provider guarantees that its recommendations, guidance, Accommodations and performance of the Services, including that of its Personnel, shall be of the standard and quality generally recognized and accepted throughout the surrounding area as first rate for work performed by a company providing similar services.
- 8.4. The Provider represents that it possesses and agrees that it shall maintain in good standing at all times that the Agreement and these Terms are in force and has not been formally terminated, any and all permits, licenses and certifications for itself, its Personnel and its Accommodations, including any applicable hospitality, health, business, housing, lodging and alcoholic permits that are required under any applicable law (or are recommended by any reputable professional organization in the Provider's field) in order for the Provider and its Personnel to perform all Services that might be requested by the Company pursuant to these Terms.
- 8.5. The Provider acknowledges and accepts that the Company is working with a number of businesses that provide lodging or housing accommodations and that the Company is under no obligation to utilize the Provider's Services or to recommend the Provider to its Guests. Furthermore, the Company may provide its own customer with reviews of lodging or housing accommodations or may allow its customers to post such reviews or comments and, other than as specifically provided in this subsection, the Provider shall have no claim or recourse whatsoever, if any such review, post or comment is negative or disparaging to the Provider in any way. In the event that any such review, post or comment is false and the Provider provides the Company with documentation that such review, post or comment is false, then Company may, in its sole and absolute discretion, remove such review, post or comment from its website or other materials.
- 8.6. The Provider, at its sole cost and expense shall procure and maintain, with financially sound and reputable insurers, insurance in at least such amounts and against at least such risks (and with such risk retention) as are usually insured against by companies of established repute engaged in the same or a similar business, including, but not limited to, hotel and innkeepers' insurance, and property insurance. The Provider will provide, at the request of the Company, documentation or evidence attesting to the presence of such insurance and levels of coverage.
- 8.7. The Provider accepts and acknowledges that it is responsible to be aware of and to pay, according to law, all federal (or other government), state, local, or the applicable jurisdictional tax and any and all other taxes and contributions for which the Provider might be, or become responsible including, but not limited to any hotel or hospitality tax, withholding tax, self-employment tax, unemployment insurance, social security tax, retirement benefits, pensions or similar benefits. The Provider will be solely responsible for obtaining any hospitality, health, liability, pension, or other insurance benefits

that it may desire for itself and/or for its Personnel and that the Company shall be under no obligation to provide or to pay for any such benefits to the Provider.

8.8. Where the Provider is required to impose a City Tax, the value of such City Tax is to be advised to the Company and included in the Fee quoted to the Company at the time of the Company making the Reservation.

8.9. The Provider acknowledges and accepts that it will not, under any circumstances:

8.9.1. seek any additional payments, charge any additional fees or otherwise require the Guest to pay any further monies for the Services either prior to, during, at the completion of or following the Guest's stay with the Provider;

8.9.2. provide the Guest with any receipt, proof of payment, summary of stay or any other documentation detailing or alluding to details of the Fees charged or incurred for the Guest's use of the Provider's Services;

8.9.3. request or require any payment information from the Guest, including but not limited to credit card details or bank account details, at any time either prior to, during, at the completion of or following the Guest's stay with the Provider.

9. Indemnification:

The Provider shall indemnify and hold the Company and its subsidiaries, affiliates, directors, officers, associates, and employees harmless from and against all claims, demands, losses, causes of action and liability, including costs and actual legal fees to which the Company or such entities may be subjected arising out of: (a) any act or omission of the Provider or of its Personnel relating to or arising out of these Terms; (b) any product or services provided to the Company or to any Guest, client or customer of the Company by or through the Provider; (c) any injuries or damages to any Personnel or property of the Provider or to any Guests, clients or customers of the Company; (d) any workers' compensation (or similar) claims, unfair dismissal claims, employment discrimination claims of or by the Provider's Personnel or out of claims under similar such laws.

10. Confidentiality:

10.1. Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other party belongs, except as permitted by clause 10.2 below.

10.2. Each party may disclose the other party's confidential information:

10.2.1. to its Personnel or advisers who need to know such information. Each Party shall ensure that its Personnel or advisers to whom it discloses the other Party's confidential information comply with this clause 10; and

10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3. No Party shall use the other Party's confidential information for any purpose other than the negotiation and provision of the Services or in relation to the Agreement or these Terms.

11. Assignment and Transfer:

- 11.1. The Provider's services to be provided under the Agreement or these Terms are of a unique personal character that gives them particular value. The Provider will not assign or delegate any duty hereunder without the Company's prior written approval, which approval the Company may grant or withhold in its sole and absolute discretion.
- 11.2. The Company shall have the right to freely transfer and/or assign any and all rights and obligations granted under the Agreement or these Terms.

12. Company's Right to Disclose:

The Company shall have the right to disclose the existence of the Agreement or these Terms, the Provider's status as a contributor, and to include the Provider's name, image, and/or profile in various promotional materials, including but not limited to the Company's website.

13. No Conflicts of Interest:

- 13.1. The Provider represents that its compliance with the terms of the Agreement and these Terms and provision of services related to the Services hereunder will not violate any duty which the Provider may have to any other person or entity (such as a present or former employer), and the Provider agrees that it will not do anything in the performance of the Services hereunder that would violate any such duty.
- 13.2. The Provider agrees that, during the term of the Agreement, it shall promptly notify the Company in writing of any direct competitor of the Company for which the Provider is also performing the Services or related services. It is acknowledged and accepted that in such an event, the Company will review whether the Provider's activities are consistent with the Provider remaining as a contributor of the Company.

14. Modification:

Neither the course of conduct between Parties nor trade practice shall act to modify any provision of the Agreement or these Terms. A waiver of, or failure to enforce any provision contained in the Agreement or these Terms on any occasion shall not be deemed to be a continuing waiver or a waiver on any other occasion.

15. Legal Fees:

If any action at law or in equity is necessary to enforce or interpret the Agreement or these Terms, or any of the rights, responsibilities or obligations of any of the Parties thereunder, the prevailing Party may be entitled to seek reasonable legal fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

16. Dispute Resolution:

- 16.1. If any dispute arises between the Parties out of, or in connection with, the Agreement or these Terms, the matter shall be referred to a senior representative of each Party who shall use their reasonable best endeavours to resolve it.
- 16.2. If the dispute is not resolved within 14 days of the referral being made under clause 16.1, the Parties may resolve the matter through mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 16.3. Until the Parties have completed the steps referred to in clauses 16.1 and 16.2, and have failed to resolve the dispute, neither Party shall commence formal legal proceedings or arbitration except that either Party may at any time seek urgent interim relief.

17. Notices:

- 17.1. Notices under the Agreement or these Terms shall be in writing and sent to a Party's address as set out on the first page of the Agreement or to the email address set out below. Notices may be given, and will be deemed received:
- 17.1.1. by first-class post: two (2) business days after posting;
 - 17.1.2. by airmail: seven (7) business days after posting;
 - 17.1.3. by hand: on delivery;
 - 17.1.4. by email to partnerships@hostelpass.co in the case of the Company and in the case of the Provider: on receipt of a read receipt or return email.
- 17.2. This clause 17 does not apply to notice given in legal proceedings, arbitration or other dispute resolution proceedings.

18. Binding Agreement:

All covenants, agreements, warranties, and the provisions of the Agreement or these Terms shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, representatives, successors, and permitted assigns.

19. Partial Invalidity:

If any one or more provisions in the Agreement or these Terms is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. Notwithstanding the foregoing, if, any one or more, of the provisions shall for any reason be held to be excessively broad as to time duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

20. Translations:

The Agreement and these Terms are drafted in the English language; if the Provider does not understand the document or its contents, it should notify the Company and have the documents translated into a language it understands. However, the Agreement and these Terms, as drafted in the English language, shall prevail

and be binding in the event of any conflict or discrepancy between these documents and any translation of these documents.