

## Your Accommodation Agreement with Booking.com (LE ID:950693)

### Between:

Booking.com B.V., Oosterdoksade 163, 1011DL, Amsterdam, The 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 'Partner'):

**Company name:** Zámecké návrší z.ú.

**Contact person:** David Zandler

**Company address:** Jiráskova 133, 570 01, Litomyšl, Czech Republic

### Have agreed as follows:

For all properties which will be registered on Booking.com by, listed in the name of or under the name of the Partner, the following local commission percentage(s) apply:

- Czech Republic: 13%. In the Czech Republic the following exception(s) are applicable:
  - 13% for the following cities: Brno, Karlovy Vary, Mariánské Lázně, České Budějovice
  - 15% for the following cities: Prague

### Execution and performance

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

### General delivery terms

This Agreement is subject to and governed by the General Delivery Terms (the "Terms"). The Partner confirms that they have read and hereby accept the GDTs.

### Additional properties

Any additional accommodation that is registered on Booking.com and listed in the name of or under the name of the Partner will fall under the scope of this Agreement and, accordingly, will be subject to and governed by the Terms. In the event that any accommodation falling under this Agreement was previously listed on Booking.com under another accommodation agreement, the Partner will honour any outstanding reservations made prior to its inclusion in this Accommodation Agreement in accordance with (a) the Terms and (b) the relevant reservation conditions and commission percentage as applicable to the original reservation.

### The Partner has certified the following:

The Partner certifies that this is a legitimate accommodation business with all necessary licenses and permits, which can be shown upon first request. Booking.com B.V. reserves the right to verify and investigate any detail the Partner provides in this registration.

**Date:** 11 Sept 2024

## **General Delivery Terms**

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## General Delivery Terms

These general delivery terms including the Annexes (the "**Terms**"), supplemented by Booking.com's policies as published on the Partner Hub (the "**Policies**"), form an integral part of the Accommodation Agreement (together with the Terms and the Policies, "**Agreement**") and are entered into between the Accommodation and Booking.com (each a "**Party**" and collectively the "**Parties**").

### 1. DEFINITIONS

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

"**Accommodation**" means the legal entity (legal person or natural person) that is a signatory to this Agreement, and, where different, the accommodation (meaning property) in relation to which the legal entity is contracting, and to which these Terms are applicable.

"**Accommodation Information**" means information provided by and relating to the Accommodation for inclusion on the Platform, including pictures, photos and descriptions, its amenities and services, the rooms available for reservation, details of the rates (including all applicable Taxes, unless applicable mandatory law provides otherwise, and surcharges), availability, cancellation and no-show policies, other policies and restrictions and any (further) information that Booking.com is required to display on the Platform under applicable law.

"**Affiliated Company**" means any entity that directly or indirectly controls, is controlled by or is under common control with a Party at any time during the term of the Agreement, including its directors, officers and employees.

"**Connectivity Provider**" means a professional software and service provider who offers Connectivity Services to Accommodations, and who has concluded a valid and continuing connectivity partnership agreement with Booking.com.

"**Connectivity Services**" means the services provided to the Accommodation by a Connectivity Provider allowing for the communication of Accommodation Information and Customer Data between the Accommodation's computer systems and the Booking.com Platform, via the systems of the Connectivity Provider.

"**Customer Data**" means the dates of arrival and departure, number of nights booked, room type (including smoking preference if available), Room Price, Guest name, address and, if applicable, credit card details and any other specific request made by the Guest.

"**Data Controller**" means the natural or legal person who, whether alone or jointly with others, determines the purposes and means of the processing of Personal Data, or any similar concept (e.g. "business") under Technology and Data Laws.

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

"**European Economic Area**" means member states of the European Union as well as Norway, Iceland and Liechtenstein (as amended by the appropriate governing body from time to time).

"**Extranet**" means the online systems of Booking.com which can be accessed by the Accommodation (after inputting its username and password), for, among other things, uploading, changing, verifying, updating and/or amending the Accommodation Information and reservations.

"**Facilitated Payment**" means the payment methods that Booking.com may from time to time and in certain jurisdictions make available on the Booking.com Platform for, among other things, (pre-/down-) payment of the Room Price by a Guest to the Accommodation and for settlement of the Commission by the Accommodation to Booking.com (as applicable) pursuant to which bank transfer, credit card payments or other forms of online payments (as available) can be made and processed for and on behalf of the Accommodation.

"**Financial Crime Requirements**" means the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, the UK Criminal Finances Act 2017 and any other applicable laws, statutes, regulations, treaties or codes relating to anti-bribery, anti-corruption, anti-money laundering, anti-tax evasion/facilitation of tax evasion, anti-terrorism financing, economic and trade sanctions, and anti-financial crimes applying in the countries in which either of the Parties operates or has a place of business.

"**Force Majeure Event**" means any of the following events affecting multiple Guests and multiple accommodations: acts of God, volcanic eruption, (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 such events), curtailment of transportation facilities, close down of airports or any other exceptional and catastrophic event, circumstance or emergency, preventing or making it impossible or illegal or highly unsafe for Guests to travel to or stay at the Accommodation.

"**Guest**" means a visitor to the Platform or a customer or guest of the Accommodation who made their reservation via the Platform.

"**Intellectual Property**" means any (or, where relevant, any application for any) patent, copyright, invention, database right, design right, registered design, trademark, trade or business name, brand, logo, service mark, know-how, utility model, unregistered design or domain name (under any 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 email, SMS and instant messaging communications that are not aimed at the general public.

"**Messaging Service**" means the service that Booking.com may from time to time provide as part of its service to the Guest and to the Accommodation to facilitate communication between the Guest, the Accommodation and Booking.com.

"**Narrow Parity Countries**" means the following countries and regions: Armenia, Australia, Brazil, China, Georgia, the Hong Kong Special Administrative Region of the People's Republic of China, Israel, Japan, South Korea, Turkey, the United Kingdom, New Zealand and/or such other jurisdictions as from time to time indicated by Booking.com.

"**No Parity Countries**" means all countries and regions within the European Economic Area, Russia, Switzerland, and/or such other jurisdictions as from time to time indicated by Booking.com.

"**Partner Hub**" means Booking.com's partner help center (partner.booking.com) where Booking.com offers additional support and information for Accommodations.

"**Personal Data**" means any information relating to an identified or identifiable natural person (meaning someone who can be identified, directly or indirectly, by reference to an identifier such as a name, credit card details, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person).

"**Platform**" means the website, app, tools and/or platform of Booking.com and/or 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 rates or sufficient detail for the consumer to calculate rates (e.g. xx% off, \$yy discount).

**"Room Price"** means the total price of the reservation including all applicable Taxes, extras and add-ons made or included prior to check-in (e.g. breakfast) as set or uploaded by the Accommodation to Booking.com through the Extranet, through a Connectivity Provider (as applicable and available) or such other way as Booking.com may indicate from time to time.

**"Service"** means the online accommodation reservation system of Booking.com through which Accommodations can make their rooms available for reservation and through which Guests can make reservations at the Accommodations; the promotion of the Accommodation; the Facilitated Payment; and the Messaging Service.

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

**"Taxes"** means value-added tax (VAT), sales taxes and such other applicable national, governmental, provincial, state, municipal or local taxes, fees, (sur)charges and/or levies.

**"Technology and Data Laws"** means any applicable law relating to the provision of digital services and the protection and use of information and data (including but not limited to rules regarding information security, the processing of Personal Data, the protection of privacy, the use of device-related information, the operation of digital marketplaces and platforms, and the use of information for marketing purposes), applicable to one or both of the Parties, and any laws or regulations ratifying, implementing, adopting, supplementing, amending or replacing such laws or regulations.

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

**"We Price Match"** means the guarantee issued by Booking.com (under this or any other name) to the Guest stating that Booking.com will match the best rate for an equivalent room in the same Accommodation with the same check-in and check-out dates and the same booking conditions, including room type, bed type, number of guests, amenities and add-ons (such as breakfast, wifi, early/late check-out), restrictions and policies (such as reservation changes and cancellation policy).

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

1.2 Unless the context requires otherwise, words in the singular shall include the plural and words in the plural shall include the singular.

## 2. ACCOMMODATION OBLIGATIONS

### 2.1 Accommodation Information

2.1.1 Accommodation Information shall be provided in accordance with the Policies and shall comply with formats and standards provided by Booking.com. The Accommodation Information shall not contain references or links to the Accommodation or to third parties, including social media, website, app or platform. Booking.com reserves the right to edit or exclude any information that is incorrect or incomplete or in violation of the 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 responsible for correct, complete and up-to-date Accommodation Information, including additional availability of rooms for certain periods or any extraordinary events and 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) directly online through the Extranet, through a Connectivity Provider (as applicable and available) or such other way as Booking.com may indicate from time to time. Changes, updates and/or amendments to photos and descriptions will be processed by Booking.com as soon as reasonably practicable.

2.1.3 The information provided by the Accommodation for the Platform shall remain the exclusive property of the Accommodation. Information provided by the Accommodation may be edited or modified by Booking.com and subsequently translated into other languages. The translations will remain the exclusive property of Booking.com. The edited and translated content will be for the exclusive use by Booking.com on the Platform and shall not be used in any way or form by the Accommodation for any other distribution or sales channel or purposes. Changes or updates to the descriptive information of the Accommodation are not permitted without Booking.com's prior written approval.

2.1.4 The Accommodation shall not misuse the service and system of Booking.com by uploading or using excessive or extortionate rates or conditions, or in any way taking action that has the intent or the result of 'free riding' on Booking.com's significant investment in the Platform and/or the Booking.com brand.

### 2.2 Parity

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

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

(i) offered through any online reservation service that is not controlled, directly or indirectly, by the Accommodation or the chain (whether integrated or not) to which the Accommodation belongs;

(ii) offered on offline channels that do not involve the use of the internet (such as reservations made in person at the Accommodation's reception, by telephoning the Accommodation, or at a bricks and mortar travel agency), provided that the Room Prices are not Published Online or Marketed Online; or

(iii) that are Unpublished, provided that these room rates are not Marketed Online.

2.2.3 The Parties acknowledge that the intent of Clauses 2.2.1 and 2.2.2 is to ensure that the rates and conditions posted on the Platform are competitive, so that Guests benefit from lowered search costs, and so as to prevent the Accommodation from 'free riding' on the significant investments made by Booking.com.

2.2.4 Booking.com may give an incentive with respect to the Room Price at its own cost. In such case Booking.com shall pay part of the Room Price on behalf of the Guest.

2.2.5 The Accommodation agrees to give, for each calendar date and 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.

2.2.6 Clauses 2.2.1 and 2.2.2 do not apply to Accommodations (meaning properties) located in Wide Parity Countries, in which case the wording of these Clauses is deleted and replaced by the relevant wording in Annex 5. Clauses 2.2.1 and 2.2.2 do not apply to Accommodations (meaning properties) located in No Parity Countries.

### 2.3 Commission

2.3.1 For each reservation made through the Platform 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 per room per night (for the purpose of this Commission calculation Clause, the only taxes included in the Room Price shall be value-added tax (VAT), goods and services tax (GST) or any similar sales tax) and such other extras and surcharges which are included in, 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-out/early check-in fees, extra person charges, resort fees, roll-away beds, theatre tickets, service fees, etc.);

(iii) the number of rooms booked by the Guest; and

(iv) the relevant Commission percentage as set out in the Agreement (plus Taxes and other government charges if applicable).

2.3.3 The Accommodation agrees that, where the Room Price is paid 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 the Facilitated Payment Terms (as set out in Annex 3). In all other events Commission will be charged in the event of:

(i) overbooking: at all times, irrespective of waiver (whether successful or unsuccessful) of charged Room Price; and/or

(ii) a charged cancellation and/or charged no-show.

The Commission will be calculated in accordance with the confirmed booking as provided to the Accommodation and confirmed by Booking.com to the Guest.

2.3.4 The Accommodation shall give Booking.com notice of waiver of any (room) charge or fee in the event of a no-show or charged cancellation, and notice of any invalid payment method for any no-show reservation or cancelled reservation, within 48 hours after midnight on the day of the scheduled date of check-out. Booking.com will then inform the Guest accordingly and the Accommodation shall promptly process the refund to the Guest (as applicable).

2.3.5 The Accommodation is responsible for informing Booking.com about (and any changes to) applicable Taxes (unless applicable mandatory law provides otherwise) which will be charged to the Guest by the Accommodation upon reservation for pre-paid or upon check-out for post-paid reservations. Unless otherwise agreed by Booking.com or permitted by applicable law, the rate shown to Guests on the Platform shall be inclusive of Taxes.

2.3.6 If the law, rules and legislation applicable to the Accommodation demand that rates must be shown to Guests inclusive of Taxes, the Accommodation shall adjust the rates as soon as possible, and in any event within 5 business days after the earlier of:

(i) the amendment or entry into force of the relevant law, rules or legislation applicable to such Accommodation; and

(ii) notification by Booking.com.

2.3.7 The Extranet details all reservations made at the Accommodation through the Platform and the corresponding Commission. After the end of each month, Booking.com shall use best efforts to make an online reservation statement (the "**Online Reservation Statement**") available to the Accommodation on the Extranet, showing the reservations of all Guests whose date of departure fell in the previous month.

#### 2.4 Payments to Booking.com

2.4.1 Commission shall be invoiced and paid the calendar month after the (scheduled) departure date of the Guest unless:

(i) the Accommodation has agreed to waive charging the Room Price in accordance with Clause 2.3.4; or

(ii) a free cancellation has been made through Booking.com in accordance with the Accommodation's cancellation policy.

2.4.2 Commission shall be paid in accordance with the following terms:

(i) invoices are processed on a monthly basis and shall be made available to the Accommodation through the Extranet. Booking.com may also send the invoices by e-mail to the Accommodation;

(ii) the Accommodation shall pay the invoice within 14 days of the invoice date;

(iii) payment shall be made by the Accommodation directly to Booking.com through Facilitated Payment (if applicable) or Direct Debit or, if Direct Debit is not available, by wire transfer to the bank account identified by Booking.com. Booking.com may from time to time settle the invoice (in whole or in part) in accordance with Clause 4.4. Other means of payment (such as by cheque or via payment agencies) cannot be processed by Booking.com so will not be accepted unless otherwise indicated by Booking.com. The Accommodation shall bear all bank charges for the transfer of the funds;

(iv) all Commission payments shall be made in cleared funds without any deduction or set-off in respect of any Taxes, imports, duties or withholdings of any nature, whether imposed by a governmental, fiscal or other authority now or in the future. If the Accommodation is compelled to make any such deduction or withholding it shall pay to Booking.com all additional amounts necessary to ensure receipt by Booking.com of the full (net) amount as specified in the invoice, that Booking.com would have received but for the deduction. The Accommodation is responsible and liable for the payment of any Taxes, imports, duties and withholdings over and above the full (net) Commission payment due from the Accommodation to Booking.com;

(v) the Commission invoiced by Booking.com shall be paid by the Accommodation in the currency (and if applicable at the exchange rate) specified in the invoice. Booking.com may at its sole discretion prepare invoices in either a major currency (e.g. EUR or USD) or the local currency of the Accommodation. The exchange rate used shall be the interbank rate (closing rate as at 16.00 EST) on the last day of the month to which the invoice period relates as used or promulgated by major international financial banks or service companies from time to time selected by Booking.com.

2.4.3 The Accommodation is responsible for withholding and reporting all Taxes due in relation to the Commission 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 and any associated late payment interest 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 for negotiating and agreeing with the relevant tax authorities in relation to the tax treatment of the Commission and any other payments. The Accommodation shall provide Booking.com with copies of tax payment certificates and/or tax exemption certificates upon each remittance of the Commission, at Booking.com's request.

2.4.4 If there is a dispute between Booking.com and the Accommodation (e.g. on the amount of the Commission), the Accommodation shall pay any undisputed part of the Commission in accordance with the terms of the Agreement, notwithstanding the status or nature of the dispute.

2.4.5 If the Accommodation is late in its payment to Booking.com, Booking.com may claim statutory interest, suspend its service under the Agreement (e.g. by suspending the Accommodation from the Platform) and/or require Facilitated Payments, Direct Debit, a deposit, a bank guarantee or some other form of financial security from the Accommodation.

2.4.6 Booking.com may request the Accommodation to pay a deposit to Booking.com equal to a minimum of the sum of the three highest invoices for Commission due or paid to Booking.com in the prior 12 months or a lower amount as reasonably determined by Booking.com (the "**Deposit**"). The Deposit will be held by Booking.com as security for performance of the payment and other obligations of the Accommodation under the Agreement and will only be requested by Booking.com if the Accommodation is late in its payment to Booking.com. After the Agreement has terminated, Booking.com will repay the Deposit (or any balance remaining after deducting outstanding Commission, shortfall payments and other costs due to Booking.com) to the Accommodation. The remaining Deposit will be repaid to the Accommodation within 30 days after settlement in full of any of the Accommodation's outstanding obligations and liabilities (including payment of the outstanding Commission). If the outstanding Commission exceeds the Deposit or if the Accommodation frequently fails to pay the Commission when due, Booking.com may request an appropriate additional amount as reasonably specified by Booking.com. Booking.com will monitor the (payment) performance of the Accommodation and may repay the Deposit to the Accommodation at Booking.com's discretion. The amount of the Deposit does not limit or cap the liability of the Accommodation under the Agreement. The Deposit shall not

bear any interest.

## 2.5 Reservation, Guest Reservation, Complaints & We Price Match

2.5.1 The Accommodation will receive a confirmation for every reservation made by a Guest through the Platform. The confirmation will include the Customer Data, which includes but is not limited to all Guest Personal Data. Booking.com is not responsible for the accuracy and completeness of the information (including credit card details) and dates provided by the Guests. Booking.com is not responsible for the payment obligations of the Guests relating to their reservations. The Accommodation shall on a regular basis (at least daily) check and verify the status of reservations on the Extranet, through its Connectivity Provider (as applicable and available) or such other way as Booking.com may indicate from time to time. Credit card details are only kept by Booking.com for a limited period of time.

2.5.2 By making a reservation through the Platform a direct legal contract is created between the Accommodation and the Guest (the " **Guest Reservation**"). Booking.com is not a party to this contract. Booking.com acts as a mandatary for Accommodations (meaning properties) located in France.

2.5.3 The Accommodation must accept a Guest as its contractual counterparty and must handle the online reservation in compliance with the Accommodation Information contained on the Platform at the time the reservation was made and the supplementary information and wishes (if any) were made known by the Guest.

2.5.4 Other than the fees, extras and charges set out in the reservation confirmation sent by Booking.com to the Guest, the Accommodation shall not charge the Guest any transaction or 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 provided by the Accommodation or specific requests made by Guests shall be managed by the Accommodation without requiring the involvement of Booking.com. Booking.com is not responsible for and has no liability in respect of such complaints or claims. Booking.com may at its sole discretion:

- (i) offer customer (support) services to a Guest;
- (ii) act as intermediary between the Accommodation and a Guest; and
- (iii) provide compensation to the Guest in the event of a material irregularity or complaint in relation to the Accommodation, or may provide alternative accommodation of an equal or better standard in the event of an overbooking, each at the Accommodation's expense.

2.5.6 Where Booking.com is entitled to Rate and Conditions Parity or Rate Parity and a Guest has a valid claim under We Price Match, Booking.com shall promptly notify the Accommodation of the relevant details of the claim. The Accommodation shall immediately adjust the rates available on the Platform so that the lower rate is available for further bookings. The Accommodation shall also immediately adjust the rate in the reservation made by the Guest who brought the claim. When the Guest checks-out, the Accommodation shall offer the room at 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) the Guest the difference between the two rates.

2.5.7 Clause 2.5.6 does not apply to Accommodations (meaning properties) located in No Parity Countries.

## 2.6 Overbooking & Cancellation

2.6.1 The Accommodation shall provide the Guest with the rooms booked. If the Accommodation is unable to meet its obligations under the Agreement for any reason, it shall promptly inform Booking.com via customer service (customer.service@booking.com) in accordance with the Booking.com overbooking procedure as set out in the Partner Support Center. Unless Booking.com has arranged for (and the Accommodation has verified) alternative accommodation, the Accommodation will use its best endeavours to provide an alternative room(s) of equal or superior quality at its own expense. If no such room is available on arrival, the Accommodation will:

- (i) find suitable alternative accommodation of an equal or superior standard to the Accommodation holding the Guest's guaranteed booking;
- (ii) 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
- (iii) reimburse and compensate Booking.com and/or the Guest for all reasonable costs and expenses (e.g. costs of the alternative accommodation, transportation, telephone costs) incurred by the Guest and/or Booking.com as a result of the overbooking. Any sum due to Booking.com under this Clause 2.6.1 shall be paid by the Accommodation within 14 days after receipt of the invoice.

2.6.2 The Accommodation may not cancel any online reservation. Where any fraudulent activities are alleged or suspected (e.g. in respect of reservations, credit card fraud, money laundering or payment of the Room Price), Booking.com may cancel the relevant reservation. Where Facilitated Payment has been used, Booking.com may withhold, suspend or cancel the transfer of any associated funds to the Accommodation, or execute a chargeback of the relevant funds from the Accommodation. Booking.com shall inform the Accommodation of any action that it takes pursuant to this Clause 2.6.2.

2.6.3 Cancellations made by Guests before the point at which a cancellation fee applies will not attract Commission. Cancellations made by Guests after this point will attract Commission in accordance with the terms of the Agreement.

## 2.7 Credit Cards

2.7.1 This Clause 2.7 is not applicable to reservations paid through Facilitated Payment. Credit card details must be provided to the Accommodation in order to guarantee the reservation. The Accommodation shall at all times accept all major credit cards (including MasterCard, Visa and American Express) to guarantee a reservation. The Accommodation is responsible for the verification of the validity of the credit card details, the (pre) authorization of the credit card and for confirming that the limit of credit on the date of the overnight stay booked is sufficient. The Accommodation shall promptly verify and pre-authorize the credit card when a reservation is made. If the credit card offers no guarantee, the Accommodation will immediately notify Booking.com, and Booking.com will invite the Guest to guarantee the reservation in an alternative manner. If the Guest is unable or unwilling to do this, Booking.com may cancel the reservation at the Accommodation's request. 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. Reservations cancelled by Booking.com pursuant to this Clause 2.7.1 will not attract any Commission.

2.7.2 If the Accommodation takes payment by credit card before the check-in date, it must ensure that the up-front payment conditions, including any rate restrictions, terms and conditions in relation to such pre-payment, are clearly explained to Guests in the Accommodation Information.

2.7.3 The Accommodation is responsible for charging the Guest for the stay, no-show fee and/or charged cancellation, including applicable Taxes for which the Accommodation is liable and will remit to the relevant tax authorities. Credit cards shall be charged in the same currency as set out in the reservation of a Guest. If 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 processing payment card information in relation to this Agreement, the Accommodation and its service providers will always comply with the requirements, compliance criteria and validation processes set out in the then current Payment Card Industry Data Security Standard issued by the major credit card companies.

2.7.5 Where rooms are offered for cash payment only, no credit card details will be made available by Booking.com to the Accommodation as guarantee for the reservation.

## 2.8 Data Usage & Booking.com Online Services

2.8.1 The Parties shall adhere to Annexes 1 (Data Privacy Guidelines) and 2 (Security & Data Breaches) in relation to the processing of Confidential Data and Personal Data under this Agreement.

2.8.2 Notwithstanding anything to the contrary in the Agreement, the Accommodation agrees to comply with, and to ensure that people acting on its behalf comply with, the Booking.com Business Partner Account Terms of Use, as made available on the Platform.

### 2.9 Messaging Service

2.9.1 Booking.com may from time to time as part of its service to the Guest and the Accommodation facilitate the communication between the Guest, the Accommodation and Booking.com (the "**Messaging Service**"). Booking.com may process (including any storage, receipt, access, insight and screening) communications sent via the Messaging Service (the "**Communications**") for the provision of the Service to the Guest and to the Accommodation.

2.9.2 The Accommodation understands and agrees that Booking.com will process (including storage, receipt, access, insight and screening) Communications and warrants that it has informed (and, as may be required by applicable laws, obtained all necessary authorisations from) its employees, agents, representatives, staff members and other individuals prior to their use of the Messaging Service for or on behalf of the Accommodation.

2.9.3 The Accommodation shall not use the Messaging Service to send unsolicited electronic communications to any individual and fully indemnifies Booking.com for any claims from third parties and any fines resulting from the unlawful or unauthorized use of the Messaging Service by the Accommodation.

### 2.10 Force Majeure

2.10.1 Where a Force Majeure Event occurs, the Accommodation will not charge and will 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 to the reservation made by the Guests; or
- (ii) the part of the reservation that was not used due to the Force Majeure Event.

2.10.2 If there is reasonable and justified doubt, the Accommodation may ask a Guest to provide reasonable evidence of the causality between the Force Majeure Event and their cancellation, no-show or change of reservation. The Accommodation will provide Booking.com with a copy of such evidence on request. 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 of the number of days actually stayed within two business days after the scheduled check-out date of the no-show or cancellation, or the date of the actual check-out. Booking.com will not charge any Commission in relation to the part of the reservation that is not used due to the Force Majeure Event.

## 3. LICENSE & DATA

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

(i) to use, reproduce, have reproduced, distribute, sublicense, communicate, make available in any method and display the Accommodation's Intellectual Property as provided to Booking.com pursuant to the Agreement, and which is necessary for Booking.com to exercise its rights and perform its obligations under the Agreement; and

(ii) 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 via or in collaboration with an Affiliated Company and/or third party Platform:

- (i) the Accommodation Information;
- (ii) the relevant Intellectual Property of the Accommodation;
- (iii) the primary point of contact details of the Accommodation;
- (iv) special offers made available by the Accommodation on the Platform; and
- (v) all such further rights and licenses set out in the Agreement.

Booking.com shall have no liability to the Accommodation for any acts or omissions by any third party Platform.

3.3 Booking.com may display any/all of the content of the Platform on the platforms and websites of third parties. Where the sharing by Booking.com of Guest Personal Data and other Accommodation data with third parties is not necessary for the proper functioning of the Platform, the Accommodation may:

- (i) where applicable, amend its data sharing preferences using the opt-out mechanism in its account settings; or if no opt-out mechanism is available
- (ii) contact Booking.com at [dataprotectionoffice@booking.com](mailto:dataprotectionoffice@booking.com) and, if required under applicable Technology and Data Laws, request that the changes to the data sharing preferences are made.

3.4 The data Booking.com collects in relation to the Accommodation (including its staff members, agents, representatives and other individuals) or which is generated by the Accommodation's use of the Platform depends on the context of the Accommodation's business relationship and interaction with Booking.com, the choices it makes and the products, services and features it uses. The data may include:

- (i) Personal Data, contact details, financial data, partner service data, partner marketing; and
- (ii) verification details, information on insolvencies, fraud detection, law enforcement and tax authority requests and product usage data and analytics.

The Accommodation may access the data listed at 3.4(i) through the Extranet.

3.5 The data Booking.com collects in relation to Guests depends on the context of the Guest's interaction with Booking.com, the choices the Guest makes and the products, services and features they use. The data may include reservation details, payment data, account data, customer service data, reviews, guest marketing and product usage data and analytics. The Accommodation may access this data (where necessary and, in the case of the usage data and analytics in aggregated form) through the Extranet.

3.6 Booking.com has access to the data mentioned in Clauses 3.4 and 3.5 for purposes including, but not limited to:

- (i) providing services (including to making, administering and managing reservations or handling payments);
- (ii) providing customer service;
- (iii) detecting, preventing and investigating fraudulent and other illegal activities and data breaches;
- (iv) analytical and product improvement purposes;
- (v) marketing and service updates;
- (vi) hosting, technical support, overall maintenance and maintaining security of such shared data; and
- (vii) ensuring compliance with applicable laws.

3.7 Information on how Booking.com collects, uses, shares or otherwise processes Personal Data is in the privacy statement(s) on the Platform, as updated from time to time.

## 4. RANKING, GUEST REVIEWS, MARKETING & FACILITATED PAYMENT

### 4.1 Ranking

4.1.1 Booking.com aims to display search results relevant to each specific Guest, by providing a personalised default ranking of Accommodations on the Platform. The main parameters determining ranking and the reasons for the relative importance of those main parameters as opposed to other parameters are set out in Annex 4 and on the Platform.

### 4.2 Guest Reviews

4.2.1 Guests who have arrived or stayed at the Accommodation will be asked by Booking.com to comment on and provide a score for certain aspects of their experience with the Accommodation. Booking.com may post these reviews on the Platform. Booking.com is a distributor and not a publisher of these reviews. Booking.com will assess Guest reviews in accordance with the applicable Policies. Booking.com shall not be liable in relation to Guest reviews shown, or not shown, on the Platform in compliance with applicable law.

4.2.2 Booking.com may at its sole discretion withhold reviews from being made available on the Platform, remove reviews or request a Guest to provide an amended version of the review if they include or refer to anything that Booking.com reasonably determines to be inappropriate and/or offensive, including but not limited to:

- (i) politically sensitive comments;
- (ii) illegal activities;
- (iii) personal or sensitive information (e.g. emails, addresses, phone numbers or credit card information);
- (iv) other websites;
- (v) profanity, sexual references, hate speech, discriminatory remarks, threats, insults, or references to violence.

4.2.3 The Accommodation shall not directly or indirectly manipulate or attempt to manipulate Guest reviews (for example by paying for positive reviews or by posting fake reviews of a competitor property). Any breach of this Clause 4.2.3 shall be a termination event under Clause 7.3(xi) of the Agreement.

4.2.4 The Guest reviews are for the exclusive use of Booking.com. The Accommodation is not entitled to directly or indirectly use the Guest reviews in any way without the prior written consent of Booking.com.

### 4.3 (Online) Marketing & Pay Per Click Advertising

4.3.1 Booking.com runs online marketing campaigns at its own cost and discretion and may promote the Accommodation using the Accommodation's name in this marketing, including email marketing and pay-per-click advertising.

4.3.2 The Accommodation is aware of the working methods of search engines (e.g. spidering of content and ranking of URLs). If the Accommodation becomes aware of behaviour by a third party platform that breaches its Intellectual Property rights, it shall promptly notify Booking.com in writing with details of the conduct and Booking.com will use 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, directly or indirectly, 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 on any third party platform, system, engine or otherwise, unless approved in advance in writing by Booking.com. The Accommodation shall not directly or indirectly use or create any pay-per-click advertisement on meta or other search sites which directs or redirects to the Accommodation landing page on the Platform where the Accommodation is advertised or promoted. The Accommodation may bid on or use the Booking.com brand for its own webmarketing and pay per click advertising.

### 4.4 Facilitated Payment

4.4.1 The Accommodation acknowledges receipt of and accepts the Facilitated Payment Terms as set out in Annex 3A, 3B and 3C for facilitation of, among other things, payment of the Room Price by the Guest to the Accommodation, and for settlement of the Commission by the Accommodation to Booking.com (as applicable). The Facilitated Payment Terms may be amended from time to time by Booking.com with 15 days prior written notice to the Accommodation.

## 5. REPRESENTATIONS & WARRANTIES

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

- (i) the Accommodation has all necessary rights, power and authority to use, operate, own (as applicable), (sub)license and to permit Booking.com to make available on the Platform the Accommodation, and all Intellectual Property in respect of the Accommodation as set out or referred to in the Accommodation Information;
- (ii) the Accommodation holds and complies with all permits, licenses and other governmental authorisations, registrations and requirements (including mandatory information-sharing with authorities) necessary for conducting its business and making the Accommodation available on the Platform for reservation;
- (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 within the meaning of 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 "**Package Travel Directive**");
- (v) except where the Accommodation (meaning property) is located in a No Parity Country (in which case this Clause 5.1 (v) does not apply), or where the Accommodation is incorporated in a Wide Parity Country (in which case the wording of this Clause 5.1 (v) is deleted and replaced by the wording in Annex 5), the prices for the rooms advertised on the Platform are the same or better to 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 or app;
- (vi) the Accommodation (which includes for the purpose of this warranty both the operator and the owner of the property) and their directors and direct, indirect and ultimate beneficial owners and their directors, and third parties working for, or on behalf of the Accommodation, are not:
  - (a) in any way connected to terrorists or terrorist organization(s);
  - (b) listed on any applicable list of sanctioned or restricted parties/persons, or;

(c) ordinarily resident in or organised under the laws of any jurisdiction subject to comprehensive or other territory-wide sanctions, with whom dealings are prohibited under applicable law.

The Accommodation shall not take any action that would breach, or place Booking.com in breach of, applicable sanctions. The Accommodation shall immediately notify Booking.com in the event of an actual or suspected breach of this Clause 5.1 (vi); and

(vii) the Accommodation:

- (a) respects the human rights of its staff and customers and does not employ child labor, forced labor or unsafe working conditions;
- (b) does not engage in or permit discrimination on the basis of race, religion, disability, or gender, or cruel or abusive practices in the Accommodation;
- (c) pays each employee at least the relevant minimum wage, provides all legally mandated benefits and complies with the laws on working hours and employment rights in the jurisdiction where the Accommodation operates; and
- (d) shall not hold any person in slavery or servitude, or arrange or facilitate the travel or stay of another person with a view to that person being exploited.

The Accommodation shall encourage compliance with the standards set out in this Clause 5.1 (vii) by any supplier of goods or services that it uses in performing its obligations under the Agreement.

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

- (i) it has the full corporate power and authority to enter into and perform its obligations under the Agreement;
- (ii) it has taken all corporate action required by it to authorise the execution and performance of the Agreement;
- (iii) the Agreement constitutes legal valid and binding obligations of that Party in accordance with its terms; and
- (iv) it complies in all material respects with all applicable governmental laws, codes, regulations, ordinances and rules of the country, state or municipality under which law the relevant Party is incorporated (and in respect of the Accommodation, also the jurisdiction where the property is located) with respect to the products offered and/or services rendered by such Party.

5.3 Except as otherwise expressly provided in the Agreement, neither Party makes any representations or warranties, express or implied, in connection with the subject matter of the Agreement and disclaims 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 all liability in respect of the Accommodation that is related to:

- (i) any (temporary and/or partial) breakdown, outages, downtime, interruption or unavailability of the Platform, the Service and/or the Extranet; and
- (ii) any (connection to any) Connectivity Provider or Connectivity Services that the Accommodation uses to transmit the Accommodation Information.

5.5 Booking.com provides and the Accommodation accepts the Service, the Platform and the Extranet on an "as is" and "as available" basis. Booking.com may make changes to the Service, the Platform and the Extranet at any time.

## 6. INDEMNIFICATION & LIABILITY

### 6.1 Mutual Indemnities

6.1.1 Each Party shall be liable towards, and shall compensate, indemnify and hold the other Party and its Affiliated Companies, directors, officers, employees, agents, representatives and subcontractors harmless for and against any direct damages, losses, liabilities, obligations, costs, claims of any kind, interest, penalties, administrative fees, fines, legal costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) actually paid, suffered or incurred in relation to:

- (i) a breach of the Agreement by the other Party;
- (ii) gross negligence and wilful misconduct; and
- (iii) any claim from a third party based on (alleged) infringement of the third party's Intellectual Property by the other Party.

6.1.2 Each Party is obliged to take adequate measures to avert and reduce potential damages.

6.1.3 Where Booking.com indemnifies the Accommodation, Booking.com may take over a claim and assume the defence in consultation and agreement with the Accommodation and with due observance of both Parties' interests. 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 be unreasonably withheld, delayed or conditioned.

6.1.4 Each Party shall notify the other Party as soon as practicable after it becomes aware of a third party claim. In the event of a third party claim (including all civil, criminal, administrative, or investigative action, claim, proceeding, demand, charge, action, cause of action or other proceeding involving losses asserted against a Party brought by a third party), the 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 the claim.

6.1.5 Each Party acknowledges that remedies at law may be inadequate to protect the other Party against any breach of the Agreement. Without prejudice to any other rights and remedies available to the other Party, each Party shall be entitled to injunctive relief and specific performance.

### 6.2 Accommodation Indemnities

6.2.1 To the maximum extent permitted by law, the Accommodation shall fully indemnify, compensate and hold Booking.com and its Affiliated Companies, directors, officers, employees, agents, representatives and subcontractors harmless for and against any direct damages, losses, liabilities, obligations, costs, claims of any kind, interest, penalties, administrative fees, fines, legal costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) in connection with:

- (i) all claims made by Guests concerning inaccurate, erroneous or misleading Accommodation Information;
- (ii) all claims made by Guests concerning or related to a stay in the Accommodation, overbooking or cancelled (in whole or in part) or wrong reservations or repayment, refund or chargeback of the Room Price;
- (iii) claims by Guests relating to We Price Match in circumstances where Booking.com is entitled to Rate and Conditions Parity and where the Guest is charged in excess of the lower applicable rate. Where the Accommodation (meaning property) is located in a No Parity Country, this Clause 6.2.1 (iii) does not apply. Where the Accommodation (meaning property) is located in a Wide Parity Country, this Clause 6.2.1 (iii) does not apply and is deleted and replaced by the alternative wording in Annex 5.
- (iv) all monetary and non-monetary claims from Guests arising pursuant to or in connection with (national laws implementing, relating to or similar in substance to) the Package Travel Directive, and obligations that Booking.com has, or reasonably deems to have, further to (national laws implementing, relating to or similar in substance to) the Package Travel Directive; and
- (v) all other claims from Guests which are wholly or partly attributable to the Accommodation (including its directors, employees, agents, subcontractors, representatives and premises);

- (vi) all claims including costs, expenses, interest, fines and other liabilities against or brought or incurred by Booking.com in relation to or as a result of:
- (a) the failure or negligence of the Accommodation to timely, correctly and accurately register with relevant authorities and/or provide information required by law, or pay, collect, remit or withhold any applicable Taxes levied or based on the services or other charges relating to the Agreement in the relevant jurisdiction); or
  - (b) tax claims against and liabilities on 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;
- (vii) all monetary and non-monetary claims and investigations by third parties and authorities in connection with the Accommodation's representations, warranties and obligations pursuant to the Agreement.
- (viii) all claims or complaints of non-compliance with applicable laws by Booking.com to the extent that such non-compliance is attributable to the Accommodation in whole or in part (in which case the Accommodation undertakes to pay the appropriate proportion of any related damages or fines to Booking.com).

### 6.3 Limitation of Liability

6.3.1 Neither Party will be liable to the 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 or any special, indirect or consequential losses and/or damages, whether such damages are (alleged as) a result of a breach of contract, tort or otherwise, even if advised in advance of the possibility of such damages or losses. All such damages and losses are expressly waived and disclaimed.

6.3.2 Save as otherwise provided for in the Agreement, the maximum liability of one Party to the other Party in aggregate for all claims made against it in a year in connection with the Agreement shall not exceed the higher of:

- (i) the aggregate Commission received or paid by that Party to the other Party in the preceding year; and
- (ii) EUR 100,000.

This Clause 6.3.2 does not limit the liability of the Parties in relation to tort, fraud, bribery and corruption, wilful misconduct or gross negligence, or in relation to the indemnifications in respect of third party liabilities as set out in Clauses 6.1.1(iii) and 6.2.

## 7. TERM, TERMINATION & SUSPENSION

7.1 Unless otherwise agreed, the Agreement shall commence on the date of acceptance by the Accommodation and shall continue for an indefinite period of time. The Accommodation may terminate the Agreement at any time and for any reason by written notice to Booking.com with a notice period of 15 days.

7.2 Each Party may suspend or terminate the 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 the Agreement by the other Party; or
- (iv) a material breach by the other Party, including but not limited to instances of illicit or inappropriate content, fraud or non-compliance with Security Incident notification requirements under Annex 2.

7.3 Without prejudice to Clauses 7.1 and 7.2, Booking.com may by notice in writing (which includes a statement of reasons) restrict or suspend all or part of its obligations, covenants and undertakings pursuant to the Agreement with immediate effect, and/or may terminate the Agreement and/or close its Platform for the Accommodation after a notice period of 30 calendar days, in any of the following (reasonably anticipated or suspected) events or circumstances:

- (i) a breach by the Accommodation of any term of the Agreement;
- (ii) (a filing or submission of a request for) bankruptcy, insolvency or suspension of payment or a similar action or event in respect of the Accommodation;
- (iii) failure to pay any of Booking.com's invoices, debit notes or charges by the due date;
- (iv) a bad faith attempt to avoid payment of Commission and/or decrease Commission;
- (v) the provision of inaccurate, outdated, incomplete, misleading or fraudulent information by the Accommodation, including posting Accommodation Information of this nature on the Extranet or through a Connectivity Provider;
- (vi) 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;
- (vii) the Accommodation overcharging a Guest;
- (viii) the Accommodation misusing a Guest's credit card or other data in any way (e.g. by charging a Guest's credit card prior to check-in without the Guest's prior consent) or if a data breach occurs;
- (ix) a serious complaint from one or more Guests or a third party;
- (x) repeated poor ratings or reviews;
- (xi) the Accommodation directly or indirectly manipulating or attempting to manipulate a reservation or the functioning of the Platform (e.g. by manipulating Guest reviews);
- (xii) any safety, security, privacy or health issues or problems relating to the Accommodation or its facilities (the Accommodation shall at its own cost and at the request of Booking.com deliver to Booking.com relevant permits, licenses, certificates and statements issued by an independent expert evidencing and supporting its compliance with applicable (privacy, safety and health) laws and legislation);
- (xiii) the Accommodation or any Affiliated Party terminates a contract with any Booking.com Affiliated Company without proving cause and/or for convenience;
- (xiv) any of Booking.com's Affiliated Companies being legally entitled to terminate a contract for cause with the Accommodation (including a party that directly or indirectly holds or controls or is directly or indirectly held or controlled by the Accommodation);
- (xv) breach, including any act or event of default or failure to perform any obligation, of any other agreement between the Accommodation and Booking.com or any Booking.com Affiliated Company;
- (xvi) conduct by the Accommodation which is not compatible with Booking.com's global business model, technology or the Policies;
- (xvii) Booking.com reasonably believes that action is necessary 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;

(xviii) Booking.com reasonably believes that the Accommodation is in breach of any of its representations in Clauses 5.1(vi), 5.1 (vii), 5.2(iv), 11.5 and 11.6, or its obligations set out in Clauses 11.1 to 11.4; or

(xix) failure by the Accommodation to (timely) provide Booking.com with accurate, complete and up-to-date information, documents or other evidence that Booking.com reasonably requests from time to time in connection with its due diligence processes, or to ensure Booking.com's compliance with applicable law, or otherwise.

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

7.5 When the Agreement is terminated, each Party's rights and remedies in respect of an indemnification or a breach by the other Party will survive. Clauses 2.4, 6, 7.6, 8 to 12 (and such other Clauses that by nature survive termination) shall all survive termination.

7.6 If there is a change of ownership or operator of the Accommodation (meaning property) including any assignment, transfer or novation of the Agreement, the Accommodation agrees that the new owner or operator may use the Accommodation Information, including the Guest Reviews, that was available to or used by the Accommodation prior to the change of ownership, and shall have access to the relevant (financial and operational) performance, management and (customer) data. The Accommodation shall in any event remain responsible and liable for all obligations, claims and liabilities relating to or accrued during the period prior to the change of ownership or operator.

## 8. BOOKS & RECORDS

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

8.2 The Accommodation shall fully cooperate and provide Booking.com with all reasonably requested information in respect of the identification of the (ultimate beneficial) owner, manager and/or controller of the Accommodation, the Accommodation's risk profile and such other due diligence, processes and purposes as Booking.com reasonably communicates to the Accommodation from time to time. Unless otherwise specified in Booking.com's request, such information shall be provided within fifteen days of Booking.com's request.

8.3 Booking.com may conduct and/or instruct a third party to conduct an inspection or audit of the Accommodation's records (including information relating to data processing or security information) to the extent reasonably necessary to fulfil any legal or reporting obligations of Booking.com, and where Booking.com reasonably suspects non-compliance with the Agreement by the Accommodation. The Accommodation and its employees, agents and representatives shall cooperate fully with Booking.com and such third party, providing access to all relevant books, records, premises, personnel and other information and making copies available as required.

8.4 Booking.com shall bear the costs of any inspection or audit unless it reveals a breach by the Accommodation of any provision of the Agreement, in which case the costs will be met by the Accommodation without prejudice to Booking.com's further rights and remedies in respect of the breach.

## 9. CONFIDENTIALITY & INFORMATION SHARING

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

9.2 Each Party agrees that, unless stipulated otherwise in this Clause 9:

(i) all Confidential Information shall remain the exclusive property of the disclosing Party. The receiving Party shall not use any Confidential Information for any purpose except in order to meet its obligations under the Agreement;

(ii) it shall maintain, and shall use prudent methods to ensure its employees, officers, representatives, contracting parties and agents (the "**Permitted Persons**") maintain the confidentiality and secrecy of the Confidential Information;

(iii) it shall disclose Confidential Information to Permitted Persons only insofar as it is necessary to meet its obligations under the Agreement;

(iv) 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 as permitted under the Agreement) the Confidential Information; and

(v) it shall return or destroy all hard and soft copies of the Confidential Information when requested to do so by the other Party.

9.3 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it:

(i) is or becomes publicly known or available through no act or omission on the part of the receiving Party;

(ii) was held by the receiving Party prior to the date of the Agreement;

(iii) is disclosed to the receiving Party by a third party who has no obligation of confidentiality with respect to the Confidential Information; or

(iv) is required to be disclosed by law, court order, subpoena or governmental authority.

9.4 Notwithstanding Clauses 9.1 to 9.3, Booking.com may disclose any information regarding the Accommodation and/or the Agreement with Booking.com Affiliated Companies. This shall include, but not be limited to the Confidential Information and information about the Accommodation's performance under the Agreement and its compliance with the Policies. Booking.com will ensure that any Booking.com Affiliated Companies that receive the Confidential Information will be bound by the same obligation of confidentiality by which it is bound.

## 10. DISPUTE RESOLUTION

### 10.1 Applicable Law & Forum

10.1.1 Unless set out otherwise in the Agreement, the Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands. Any disputes arising out of or in connection with the Agreement shall exclusively be submitted to and dealt with by the competent court in Amsterdam, the Netherlands.

### 10.2 Complaint Handling System

10.2.1 Booking.com offers a complaint handling system to all Accommodations. Accommodations may submit a complaint through the dispute resolution

center and/or by contacting their dedicated account representative (if applicable). The dispute resolution center can be reached through the Partner Hub and the Booking.com Platform.

10.2.2 Booking.com will confirm receipt of the complaint and will provide more information about the complaint handling process through the Extranet or by email within 1 business day of the complaint being submitted by the Accommodation.

10.2.3 Booking.com will, to the extent permitted by law and by third party confidentiality rights, provide regular updates on the progress of the complaint handling. If necessary, Booking.com will contact the Accommodation for additional information and to assess whether it is possible to resolve the matter. The Accommodation may withdraw its complaint at any time. Booking.com will provide the Accommodation with a decision in response to the complaint or an update on the complaint handling process within 5 days of the complaint being submitted.

### 10.3 Mediation

10.3.1 The Parties will try to resolve any disagreements or disputes through the Booking.com internal complaint handling system set out in Clause 10.2, as this offers the most efficient and cost-effective solution to both Parties.

10.3.2 The Parties may resort to mediation before Ms. Scheepbouwer or Ms. Van Thiel-Wortmann of Reuling Schutte, whose contact details are available on the Platform, or any other mediator associated with the offices of these mediators and recommended by them from time to time.

10.3.3 The mediation shall take place in English and shall be conducted remotely with the use of communication technologies. The Parties will each pay 50% of the total costs of mediation, unless a different cost allocation is suggested by the mediator and agreed by the Parties.

10.3.4 The mediator will prepare a mediation agreement at the start of the mediation and both Parties shall sign it before the mediation process can begin. Participating in the mediation is voluntary. If the Parties agree to engage in mediation, they shall engage in good faith throughout the process.

## 11. COMPLIANCE

11.1 The Accommodation shall comply with the standards and principles set out in this Agreement and in the Policies, and will participate in relevant training at Booking.com's reasonable request.

11.2 In relation to these Terms and/or the Agreement neither Party (including their employees, directors, officers, agents and any other representatives) will, directly or indirectly:

(i) offer, promise or give to any third party (including any government official or political party's official, representative or candidate), seek or accept for itself or for another party, any gift, payment, reward, consideration or benefit of any kind which could be construed as bribery or an illegal or corrupt practice;

(ii) commit an offence (or facilitate, aid, abet, counsel or procure the commission of an offence) of cheating the public revenue or being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of any tax;

(iii) engage in any activity which may constitute an offence under applicable laws prohibiting dealings with the proceeds of crime and/or the financing of terrorism; or

(iv) take any action that would breach (and/or, in the case of the Accommodation, would place Booking.com in breach of) applicable sanctions restrictions including those established by the UN, EU, UK, US and any other territory with jurisdiction over the Parties.

11.3 Each Party (including their employees, directors, officers, agents and any other representatives) will:

(i) comply with Financial Crime Requirements;

(ii) put in place and maintain its own policies and procedures to ensure compliance with the Financial Crime Requirements and will enforce them where appropriate; and

(iii) provide appropriate training to its personnel on compliance with Financial Crime Requirements, policies and procedures.

11.4 The Accommodation shall immediately notify Booking.com if there is an actual or suspected breach, whether by the Accommodation or by any of its employees, directors, officers, agents or other representatives, of this Clause 11.

11.5 Due to Financial Crime Requirements, Booking.com will only make the Service available to and process, facilitate, make and/or accept payments to or from a bank account (the "**Bank Account**") that, unless otherwise agreed by the parties in writing - is held by the Accommodation and is either:

(i) related to the jurisdiction where the Accommodation (meaning legal entity) is located and/or has its principal place of business; or

(ii) located in a jurisdiction that at the date of this Agreement participates in the Single Euro Payments Area scheme (as described in Directive 2007/64/EC (EU) of the European Parliament and of the Council).

11.6 The Accommodation 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 the Bank Account);

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

(iii) the payment to and transfer 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 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 (or the facilitation thereof), tax avoidance, breaches of financial sanctions, financial crime or other illegal activities.

## 12. MISCELLANEOUS

12.1 Neither Party may assign, transfer and/or encumber any of its rights and/or obligations under the Agreement (other than to a Booking.com Affiliated Company) without the prior written consent of the other Party. No assignment, novation or transfer by the Accommodation shall relieve it of its obligations under the Agreement.

12.2 All notices and communications must be in English. They must be in writing and sent through the Extranet inbox facility, or by fax, email or nationally recognized overnight air courier using the contact details as communicated by each Party from time to time.

12.3 This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, binding and non-binding offers, undertakings or statements regarding such subject matter and the Accommodation.

12.4 If there is a conflict between these terms and an Annex, the Annex shall prevail. If any provision of the Agreement is or becomes invalid or non-binding, the Parties shall remain bound by all other provisions, and shall replace the (element of the) invalid or non-binding provision with provisions that are valid and binding and that have as similar an effect as the invalid or non-binding provision as possible.

12.5 Nothing in the 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 and under the laws of the jurisdiction where the Accommodation is established or registered. The Accommodation waives its right to claim any other jurisdiction or applicable law to which it might have a right.

12.6 The original English version of the Terms has been translated into other languages. If there is any discrepancy between the English version and any translation of the Terms, the English version shall prevail. The English version shall be used in legal proceedings, including in the complaint mechanism and mediation. The English version is available on the following website and will be sent to the Accommodation on written request:

<https://admin.booking.com/hotelreg/terms-and-conditions.html?cc1=nl&lang=en>.

12.7 The Agreement may be entered into online or by executing a separate counterpart in hardcopy or by pdf or fax copy, each of which shall be deemed an original and will be valid and binding. By registering and signing up to the Booking.com partner programme as an accommodation partner, the Accommodation agrees, acknowledges and accepts the terms and conditions of the Agreement. The Agreement does not need any chop or seal to make it valid, binding and enforceable.

12.8 The Accommodation 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 Companies, directors, officers, employees, agents, representatives and subcontractors) for any (threatened or alleged) claim or 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 Financial Crime Requirements.

12.9 Booking.com and/or its affiliated companies may offer financial products and/or services ancillary to the Guest's Reservation on the Platform (e.g. room cancellation insurance products). The Accommodation may not offer similar financial products on the Platform.

12.10 Booking.com may from time to time update and amend the Terms, subject to prior communication to the Accommodation and a notice period of at least 15 days. During the notice period the Accommodation may terminate the Agreement if it chooses to do so. Any updated or amended version shall replace and supersede the then current version with effect from the date specified in the notice.

## Annex 1

### DATA PRIVACY GUIDELINES (the "Guidelines")

#### 1. SCOPE, DEFINITIONS & INTERPRETATION

##### 1.1 Precedence

1.1.1 Except as otherwise provided for in the Guidelines, the terms and conditions of the Agreement remain unchanged and in full force and effect.

##### 1.2 Booking.com Services

1.2.1 The Accommodation is aware that the Service is operated by Booking.com B.V. located in Amsterdam, the Netherlands. Where an affiliate of Booking.com (rather than Booking.com B.V. itself) is a Party to the Agreement, any reference in the Guidelines to Booking.com shall also refer to the affiliate of Booking.com B.V. as applicable.

1.2.2 If the Personal Data related to Guest reservations, including but not limited to reservation details, requests and updates, as well as check-in data ("**Guest Personal Data**") is not exclusively and directly processed by the Accommodation (as may be the case where, for example, the Accommodation is or represents a chain, property management company etc.), this Annex shall apply to the Accommodation that is ultimately processing the Guest Personal Data. Booking.com may consider the Accommodation (whether or not the entity contracting with it) to be the (sole) Data Controller of any Guest Personal Data processed in the context of the Agreement.

##### 1.3 Definitions

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

##### 1.4 Notifications

1.4.1 Except as otherwise provided for in the Guidelines, any notification or correspondence by the Accommodations in relation to the Guidelines shall be sent to [dataprotectionoffice@booking.com](mailto:dataprotectionoffice@booking.com).

#### 2. PRIVACY & DATA PROTECTION

##### 2.1 Relationship

2.1.1 Where any Party processes Personal Data in the context of the Agreement, it does so for its own purposes as an independent and separate Data Controller, and shall be solely responsible for its own compliance with Technology and Data Laws.

2.1.2 If Booking.com transmits or makes Personal Data available to the Accommodation pursuant to the Agreement, the Accommodation acts as an independent and separate Data Controller in relation to its own processing of such Personal Data, irrespective of whether such data is obtained directly or indirectly through a Connectivity Provider.

2.1.3 Neither Party processes any Personal Data on behalf of the other Party. The Parties have not jointly determined the purposes and means of any processing of Personal Data in the context of the Agreement.

2.1.4 Notwithstanding the above, if the Parties jointly determine the purposes and means of any processing activity in the context of the Agreement, they shall determine in good faith their respective responsibilities for compliance with the obligations under Technology and Data Laws.

##### 2.2 Sharing Personal Data

2.2.1 The Accommodation undertakes to transmit or make Personal Data available to Booking.com where such disclosure is permitted under applicable laws, including Technology and Data Laws.

2.2.2 The Accommodation may request that Booking.com discloses Guest Personal Data 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 Guest Personal Data to the Accommodation Partners.

2.2.3 Each Party may transmit or make Personal Data available to Affiliated Companies if such disclosure is permitted under applicable laws, including Technology and Data Laws.

2.2.4 The Parties understand and agree that Booking.com will transmit or make available to the Accommodation the Customer Data and Guest Personal Data. The Accommodation shall process the Customer Data and Guest Personal Data only to the extent necessary to perform its obligations under the

Agreement, as otherwise agreed to between the Parties in writing, if the Accommodation has a legal ground including consent from the Guest where necessary, and always in accordance with Technology and Data Laws.

2.2.5 Booking.com shall only transmit or make Guest Personal Data available to the Accommodation through a Connectivity Provider in accordance with the terms of the Agreement and on the basis that:

- (i) the Connectivity Provider shall be engaged by the Accommodation to provide the Connectivity Services, and acts as a data processor (i.e. a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Data Controller) on behalf of the Accommodation;
- (ii) the Accommodation requests that Booking.com transmits or makes available the Guest Personal Data to the Connectivity Provider (for processing by the Connectivity Provider for purposes set by the Accommodation alone) rather than directly to the Accommodation; and
- (iii) the Connectivity Provider shall not process any Guest Personal Data on behalf of Booking.com.

2.2.6 Booking.com shall make Guest Personal Data available to the Accommodation on the Extranet for a period of thirty (30) days (or by any other means and for any other period as determined by Booking.com and notified to the Accommodation in advance) after the end of a Guest's stay or the date of cancellation. Booking.com has no obligation to make the Guest Personal Data available to the Accommodation beyond this point.

### 2.3 Transparency

2.3.1 Each Party shall process the Personal Data of/relating to the other Party (and/or any person acting on its behalf) in accordance with the privacy statement made available to the data subjects in a transparent manner prior to or at collection of the Personal Data by such Party or, as permitted by Technology and Data Laws, rapidly thereafter. The Accommodation may refer to its own privacy statement in relation to Guests and their Personal Data within the information that it publishes through the Service.

2.3.2 Booking.com shall process any Personal Data collected and relating to the Accommodation and/or any persons acting on its behalf in accordance with the Booking.com Privacy Statement for Business Partners (available on the Platform) and as amended by Booking.com from time to time.

2.3.3 The Accommodation warrants that, in accordance with Technology and Data Laws, where it provides Personal Data to Booking.com it has informed its staff members, agents, representatives and other individuals about, and where necessary obtained their consent to, the collection and processing of their Personal Data by Booking.com in relation to the Agreement.

### 2.4 Cooperation

2.4.1 Each Party shall provide all reasonable cooperation, assistance and information to enable the other Party to comply with its obligations under Technology and Data Laws, at its own cost. Each Party shall assist the other Party to:

- (i) respond to requests from competent authority (including supervisory authorities) in relation to the Personal Data processed and shared in the context of the Agreement;
- (ii) respond to requests from data subjects wishing to exercise their privacy rights, including their rights under Technology and Data Laws;
- (iii) conduct assessments to validate compliance with applicable law, including Technology and Data Laws.

### 2.5 Data Transfer to Third Countries

2.5.1 The Parties shall ensure that Personal Data is only transferred to or accessed by recipients outside the European Economic Area (" **Third Country**") if such transfer is in accordance with applicable Technology and Data Laws.

2.5.2 In the case of any transfer going to a Third Country, the Parties shall ensure that, where the country of destination of the transfer has not been recognized by the European Commission as providing an adequate level of data protection, the Parties put in place the appropriate technical, organizational and contractual measures to comply with Technology and Data Laws.

2.5.3 The Parties acknowledge that any transfer of Personal Data by Booking.com under the Agreement is necessary for one or both of the Parties to conclude or perform a contract with the Guest and/or is in the Guest's interests, without prejudice to the Parties' right to conclude that for certain transfers another justification for transfer may also apply.

2.5.4 If any Third Country authority makes a request for access to Personal Data, the Party receiving the request undertakes to correctly assess its legality and legitimacy before responding, and to take appropriate steps in response.

## **Annex 2**

## **SECURITY & DATA BREACHES**

### 1. Security Measures

1.1 Each Party shall implement and maintain appropriate technical and organizational security measures:

- (i) to safeguard the confidentiality, integrity, availability and continuity of Personal Data and Confidential Information transmitted, stored or otherwise processed in the context of the Agreement (whether under such Party's direct or indirect control), in accordance with the prevalent and current high security standards in the industry, notably through measures such as encryption and pseudonymization (in particular in the context of any international transfer of Personal Data);
- (ii) to detect, cure and prevent breaches of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized use, transfer or disclosure of, or access to such Confidential Information or Personal Data transmitted, stored or otherwise processed in the context of the Agreement ("**Security Incident**"), taking into account any trends in relation to Security Incidents in the industry and in accordance with applicable laws, the state of the art and industry standards, including notably monitoring systems, alert systems, back-up procedures and firewalls;
- (iii) to comply with good practices relevant to physical security and information security, in relation to any such Confidential Information and Personal Data.

1.2 The Accommodation shall not carry out any act or make any omission that has or could reasonably be expected to have an adverse impact on the security of the Service or System.

1.3 Each Party shall use reasonable efforts to:

- (i) ensure that its computer systems, database, servers, API connections and integrations do not and will not render inoperable software, hardware or security measures of the other Party or contain any materials which may have a detrimental, deleterious or adverse effect on or cause damage to the other Party, including but not limited to worms, viruses, Trojan horses, corrupted files, cracks, bugs, or unauthorized or hidden programs or other materials;
- (ii) prevent and detect social engineering activities from third parties, including account takeovers, that may result in a Security Incident relating to the Extranet; and
- (iii) safeguard and keep the user ID and password of the Extranet 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.

### 2. Security Incidents & Personal Data Breach

2.1 If the Accommodation becomes aware of, or has reasonable grounds to suspect that there may be a Security Incident that may jeopardize the Platform or Booking.com's systems, database, information, data, servers, connections, integration, website, as well as the Extranet and any Confidential Information or Personal Data stored, transmitted or otherwise processed in the context of the Agreement including via a Connectivity Provider, the Accommodation shall:

- (i) immediately take all reasonable and appropriate actions required by the situation, even prior to any consultation with Booking.com under Clause 2.1(ii), to prevent, avoid or mitigate any harm to or adverse effects for Booking.com and Guests; and
- (ii) notify Booking.com via <https://report.booking.com> without undue delay and always within 24 hours of any actual or suspected Security Incident, and consult with Booking.com on the reasonable and appropriate actions to be taken, without prejudice to Clause 2.1(i);
- (iii) subject to limitations existing under applicable laws, be responsible for proactively providing all necessary information to Booking.com to ensure that Booking.com remains fully informed and able to undertake its own investigation related to the cause, mitigation measures taken, and damages incurred or likely to be incurred by the Parties and third parties in relation to the Security Incident;
- (iv) cooperate with Booking.com in taking any reasonable and appropriate action to address the Security Incident and mitigate the risk of a similar Security Incident materialising in the future.

2.2 Subject to mandatory requirements under applicable law, the Accommodation:

- (i) shall use its best efforts to consult with Booking.com and take into account its reasonable requirements as to timing, content and manner of disclosure or notification, and recipient prior to making any disclosure or notification to any third party (including any supervisory authority) in relation to a Security Incident;
- (ii) acknowledges and agrees that Booking.com retains the right to voluntarily inform any third party (including any supervisory authority and Guests) about any Security Incident; and
- (iii) shall not notify Guests or any other third party of a Security Incident involving Personal Data that Booking.com hosts or stores on the Extranet without prior written authorization from Booking.com.

2.3 Booking.com shall notify the Accommodation without undue delay in the event of any Security Incident that detrimentally and materially affects it. Booking.com shall not be required to notify the Accommodation of any outage, downtime in general or other defect that does not specifically affect that Accommodation.

### **Annex 3A**

## **FACILITATED PAYMENT TERMS FOR ALL TRANSACTIONS EXCEPT THOSE TO WHICH ANNEX 3B OR 3C APPLIES**

### 1. Scope, Definitions & Interpretation

1.1 This Annex 3A forms an integral part of the Agreement and must be read in conjunction with the Agreement. Except as otherwise provided for in this Annex 3A, the terms and conditions of the Agreement remain unchanged and in full force and effect.

1.2 Unless defined otherwise in this Annex 3A, capitalized terms have the same meaning as set out in the Agreement. References in this Annex 3A to Clauses shall mean Clauses in this Annex 3A, unless otherwise specified.

### 2. Facilitated Payment

2.1 Booking.com may offer Facilitated Payment services. Booking.com may from time to time engage a third party to facilitate and process payments under the Facilitated Payment (the "**Payment Processor**"). Booking.com contracts with Payment Processors for the purposes of collecting payments from Guests and transferring funds to and settling funds with Accommodations.

2.2 Any payment made by a Guest to Booking.com or a Payment Processor as agent for the Accommodation shall satisfy and discharge a corresponding amount of the Guest's debt to the Accommodation. Booking.com may, to the extent permitted by law, charge or require compensation from the Accommodation for costs and expenses, plus Taxes (if applicable), for and related to the Facilitated Payment service and the underlying payment transaction (including the fees, costs and other amounts as charged by its payment processors, banks or credit card companies for such transaction) (the "**Facilitated Payment Fees**"). The Accommodation shall pay the Facilitated Payment Fees in accordance with the terms of the invoice.

2.3 If Booking.com (via the Payment Processor) fails to transfer any funds due to the Accommodation under the Facilitated Payment, the Accommodation will have recourse only against Booking.com and not against the Guest directly.

### 3. Room Price

3.1 The Room Price will be collected and processed by the Payment Processor, in accordance with the payment policy of the Accommodation (to the extent applicable) as disclosed on the Platform.

3.2 The Accommodation shall not charge, request payment of or collect any amount from the Guest that has not already been included in the Room Price, 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**").

3.3 The Room Price shall be transferred by Booking.com to the Accommodation, subject to the rules set out in Clauses 3.3, 3.4 and 6.1 to 8.1 of this Annex. One of the following amounts, as agreed between the Parties from time to time, will be transferred to the Accommodation:

- (i) the balance of the Room Price minus due and outstanding Commission (if permitted), fees, costs and expenses and other amounts due to Booking.com, or the equivalent thereof in another currency (the "**Net Amount**"); or
- (ii) 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 "**Gross Amount**").

3.4 The transfer may be effected by bank transfer (in which case, the Net Amount or the Gross Amount shall be transferred), by providing the Accommodation with a virtual credit card (the "**Virtual Card**") (in which case, only the Gross Amount shall be transferred), or as otherwise communicated in writing by Booking.com.

### 4. Use of Facilitated Payment Funds

4.1 Booking.com may from time to time use the Facilitated Payment and/or other (online) payment methods such as virtual credit cards for:

- (i) (pre) payment of the Room Price by the Guest to the Accommodation through the Payment Processor;
- (ii) settlement and/or payment of any Commission, Facilitated Payment Fees and/or other amounts due to Booking.com from the Accommodation; and
- (iii) offsetting any Commission, Facilitated Payment Fees and/or other amounts due to Booking.com from the Accommodation against the Room Price processed at any time through the Payment Processor.

4.2 If there are insufficient funds to settle and pay all amounts due to Booking.com, Booking.com may collect the deficit from the Accommodation by Direct Debit (if available), or offset it against the Deposit (if applicable) or instruct the Accommodation which shall upon first request of Booking.com pay the deficit to the bank account as from time to time identified by Booking.com.

## 5. Taxes

5.1 Unless mandatory local law requires otherwise, and until otherwise communicated in writing by Booking.com, the Accommodation shall be responsible for the collection, remittance, withholding and payment to the relevant (tax) authorities (as applicable) of:

- (i) the relevant Taxes on the Room Price and on any extras and amounts not included in the Room Price; and
- (ii) the Taxes on the Commission.

5.2 If pursuant to Clause 4.1 of this Annex, Booking.com uses the Room Price collected from a Guest (as the limited purpose agent of the Accommodation) for the settlement and payment of any Commission, Facilitated Payment Fees and/or other amount due and outstanding from the Accommodation, the Accommodation shall nevertheless remit to the appropriate tax authority all Taxes owed in relation to that Guest Reservation, except where mandatory state or local law requires that Booking.com performs such collection and remittance. Where Booking.com is required to collect and remit Taxes directly to the appropriate tax authority, Booking.com will do so, and will inform the Accommodation accordingly.

## 6. General Rules Related to Any Transfer

6.1 Booking.com may without notice suspend payment of the Net Amount or Gross Amount if it suspects fraud or other illegality associated with the transaction. Guest reservations involving alleged or suspected fraud will be cancelled. Where a non-refundable Guest reservation is cancelled in accordance with this Clause 6.1, the Accommodation will still be paid provided there is no alleged or suspected involvement of the Accommodation.

6.2 Notwithstanding Clause 6.1, payment of the Net Amount or Gross Amount may be suspended if Booking.com suspects a breach of the Agreement by the Accommodation.

6.3 Any Net Amount or Gross Amount held by a bank, Payment Processor or third party in accordance with this Annex shall not accrue interest.

6.4 If the Accommodation lists a Room Price in a specified currency it shall receive that amount in that currency. If the Accommodation tries to accept settlement or payment of the Room Price into an account with a different currency denomination to the Room Price or otherwise attempts its own currency conversion of the settlement amount, the Accommodation shall bear all currency exchange risk, including conversion of the Room Price. 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.

6.5 If Booking.com is required by law, court order, (semi-)governmental instruction or order, arbitrational decision (or similar ruling), subpoena or cancellation policy to make a refund of all or part of the Room Price to the Guest, or if it reasonably believes that the Accommodation has engaged in fraudulent activities, Booking.com reserves the right to claim from the Accommodation repayment of such amount (re)paid to Guest but received by the Accommodation. Payment by the Accommodation under this Clause 6.5 shall be made within 14 days of the request by Booking.com.

6.6 Where the Accommodation agrees to a refund of a fully or partially paid non-refundable Room Price (or part thereof), Booking.com may settle the relevant amount with the Guest on behalf of the Accommodation. Where the relevant amount has already been transferred to the Accommodation in accordance with this Annex, the Accommodation shall repay the relevant amount to Booking.com in the manner reasonably requested by Booking.com. Where the relevant amount has not been transferred to the Accommodation in accordance with this Annex, Booking.com shall not transfer and/or may stop the transfer of the relevant amount.

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

6.8 Unless otherwise required by applicable law, the Accommodation shall issue an invoice to the Guest for the full amount of the reservation (including/plus all applicable Taxes as required by applicable laws). The Accommodation shall not invoice (or send an invoice to) Booking.com for the reservation or stay. Nothing in the Agreement shall constitute or imply that Booking.com acts or operates as a principal, merchant or (re)seller of the room.

## 7. Payment via Virtual Card

7.1 The Accommodation may not authorize or charge the Virtual Card until the date on which the Guest's reservation becomes non-refundable or, without prejudice to Booking.com's other rights under this Agreement, from such other date as Booking.com may communicate if Booking.com:

- (i) seeks to limit its (overall) financial exposure;
- (ii) suspects the payment to be at risk of becoming the subject of a chargeback; or
- (iii) suspects fraud or other illegality associated with the transaction.

7.2 The Virtual Card is only valid for the reservation, the amount and the currency specified on the confirmation of the reservation to which it was assigned. The Accommodation shall collect the Gross 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 Gross Amount or any portion available for collection by the Accommodation. By informing the Accommodation of the (portion of the) Gross Amount that is available for collection by the Accommodation, any obligations that Booking.com may have under applicable law to inform the Accommodation shall be discharged.

7.3 If the Accommodation fails to collect (any portion of) the Gross Amount on or prior to the Cut-off Date, from the Cut-off Date:

- (i) the Virtual Card shall be deactivated;
- (ii) the Accommodation's rights and claims to such amount (including any right of set-off) shall automatically cease to exist; and
- (iii) Booking.com shall have full right, title and interest in and to such amount.

7.4 From and after the Cut-off Date, the Accommodation, without further action, hereby releases and forever discharges Booking.com from any and all claims related to the Gross Amount (explicitly including claims related to (any portion of) the Gross Amount insofar as it has not been collected by the Accommodation prior to the Cut-Off Date). The Parties expressly agree that the Gross Amount (or any portion thereof) retained by Booking.com after expiration of the Cut-Off Date does not constitute Commission or other consideration paid by the Accommodation to Booking.com for the provision of Services under the Agreement.

## 8. Payment via Bank Transfer

8.1 The Accommodation shall provide correct Bank Account details to Booking.com. Booking.com shall transfer the Net Amount or Gross Amount to the Bank Account. The Accommodation shall bear all risk arising from incorrect information being provided to Booking.com such as incorrect Bank Account details. Payment of the Net Amount or Gross Amount by bank transfer will be made within 14 days of the end of the month in which the Guest has checked out, unless otherwise communicated by Booking.com. The Accommodation may ask Booking.com to change the transfer method from bank transfer to Virtual Card in respect of future payments of the Room Price.

## **Annex 3B**

## **FACILITATED PAYMENT TERMS FOR ACCOMMODATIONS THAT SIGNED PAYMENT PROCESSING DOCUMENTATION WITH A PAYMENT PROCESSOR THROUGH THE PLATFORM**

## 1. Scope, Definitions & Interpretation

1.1 This Annex 3B forms an integral part of the Agreement and must be read in conjunction with the Agreement. Except as otherwise provided for in this Annex 3B, the terms and conditions of the Agreement remain unchanged and in full force and effect.

1.2 Unless defined otherwise in this Annex 3B, capitalized terms have the same meaning as set out in the Agreement. References in this Annex 3B to Clauses shall mean Clauses in this Annex 3B, unless otherwise specified.

## 2. Facilitated Payment

2.1 The Accommodation agrees and acknowledges that Booking.com may offer Facilitated Payment services.

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 3B shall apply if the type of Facilitated Payment arranged involves the Payment Processor:

(i) providing services to, and under a direct contractual relationship with, the Accommodation by acquiring and/or otherwise collecting:

- a. payments from Guests on behalf of the Accommodation in respect of those payment methods serviced by the Payment Processor;
- b. payments from Booking.com to the Accommodation;
- c. amounts to which Booking.com is entitled to under this Agreement; and/or
- d. payments from the Accommodation to Booking.com,

("Processed Payments"); and

(ii) paying the Processed Payments directly to the Accommodation or Booking.com (as applicable),

(the "**Payment Processor Services**").

2.3 The Parties acknowledge that Facilitated Payment under this Annex 3B involves:

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

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

2.4 If the Accommodation elects to use the Payment Processor Services and agrees to be bound by the Payment Processing Documentation:

(i) the Accommodation hereby authorizes Booking.com to perform any steps necessary to effect that choice and to allow the Accommodation to open a new account with the Payment Processor, and/or to integrate 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. The Accommodation shall provide such information to or as directed by Booking.com as required for the provision of Facilitated Payment and 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 information regarding the Accommodation with the Payment Processor.

2.5 The Accommodation shall provide all information to or as directed by Booking.com, that is required to enable 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 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 shall use the Payment Processor Services only for collecting the Processed Payments, and shall comply with its obligations under the Payment Processing Documentation. The Accommodation 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 its obligations when due or as a result of the misuse of any Payment Processor Services by any third party unless such misuse results from the wilful default or negligence of Booking.com, its employees or agents.

2.7 The provision of Payment Processor Services by the Payment Processor to the Accommodation is at the discretion of the Payment Processor and may be withdrawn at any time by the Payment Processor in accordance with the terms of the Payment Processing Documentation. Booking.com shall have no liability for any decision of the Payment Processor not to make or to cease making the Payment 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 Payment Processor Services. Booking.com shall have no obligation to ensure that Payment 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. 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 Payment 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 Payment Processor Services to occur through the Platform, including but not limited to any fees payable under the Booking-Processor Documentation plus Taxes (if applicable). The Payment Processor shall not charge the Accommodation for the Payment Processor Services, unless this is set out in the Payment Processing Documentation. Payment shall be due in accordance with the terms of Booking.com's invoice and 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 the due and outstanding Commission, and/or such other amounts owed by the Accommodation to Booking.com. If there are insufficient funds to settle and pay all amounts due to Booking.com or if Booking.com does not give any such instruction, Booking.com may collect the deficit from the Accommodation by Direct Debit (if available), or offset it against the Deposit (if applicable) or may instruct the Accommodation which shall upon first request of Booking.com pay the deficit to such bank account as from time to time identified by Booking.com.

2.11 The Room Price will be collected and processed by the Payment Processor in accordance with the payment policy of the Accommodation for the relevant reservation as disclosed on the Platform, and with the other provisions of the Agreement, to the extent applicable. The Accommodation agrees and accepts that the Room Price may be paid by the Guest in a different currency to the currency specified in the Accommodation Information.

2.12 If the Accommodation lists a Room Price in a specified currency it shall receive that amount in that currency. If the Accommodation tries to accept settlement or payment of the Room Price into an account with a different currency denomination to the Room Price or otherwise attempts its own currency conversion of the settlement amount, the Accommodation shall bear all currency exchange risk, including conversion of the Room Price. 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. The Accommodation will 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 of the relevant Taxes on and extras in addition to the Room Price (including the relevant Taxes and extras not included in the Room Price) and Commission, to the relevant tax authorities. 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 unless it is clearly stated in the Accommodation Information that certain Taxes, add-ons (e.g. breakfast) or other amounts are not included in the Room Price (the "**Excluded Elements**").

2.14 Booking.com may instruct the Payment Processor to cancel or return any Processed Payment or settle the relevant amount with the Guest on behalf of the Accommodation from Booking.com's own resources, and may instruct the Payment Processor on behalf of the Accommodation to reimburse the Guest for the amount settled from Processed Payments if:

- (i) the Accommodation agrees to refund (part of) a fully or partially paid non-refundable Room Price;
- (ii) Booking.com 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
- (iii) Booking.com determines in its discretion that it is reasonable or fair to a Guest to make a refund of all or part of a Room Price.

2.15 If there are insufficient funds to settle and pay all amounts due to Booking.com in accordance with Clause 2.14, or if Booking.com does not give any such instruction, Booking.com may collect the deficit by Direct Debit (if available), offset it against the Deposit (if applicable) or may instruct the Accommodation which shall upon first request of Booking.com pay the deficit to the bank account as from time to time identified by Booking.com.

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

2.17 Unless required otherwise by applicable law, the Accommodation shall issue an invoice to the Guest for the full amount of the reservation (including or plus, as required by applicable laws, all applicable Taxes). The Accommodation shall not invoice or send an invoice to Booking.com for the reservation or stay. Nothing in the Agreement shall mean or imply that Booking.com acts or operates as a principal, merchant or (re)seller of the room.

### 3. Payment via Virtual Card

3.1 If the Payment Processor provides the Accommodation with a virtual credit card (a "**Virtual Card**") to transfer Processed Payments, then the Accommodation shall 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 (the "**Cut-Off Date**"). Prior to the Cut-Off Date, Booking.com shall use commercially reasonable efforts to inform the Accommodation of (any portion of) the amount available on the Virtual Card (the "**Virtual Card Balance**") for collection by the Accommodation. By informing the Accommodation of the Virtual Card Balance that is available for collection by the Accommodation, any obligations that Booking.com and/or the Payment Processor may have under applicable law to inform the Accommodation shall be discharged. If the Accommodation fails to collect the Virtual Card Balance on or prior to the Cut-off Date, from the Cut-off Date:

- (i) the Virtual Card shall be deactivated;
- (ii) the Accommodation's rights and claims to such amount (including any right of set-off) shall automatically cease to exist; and
- (iii) Booking.com shall have full right, title and interest in and to such amount.

3.2 From and after the Cut-off Date, the Accommodation, without further action, hereby releases and forever discharges Booking.com and its Affiliated Companies from any and all claims related to the Virtual Card Balance (explicitly including claims related to (any portion of) the Virtual Card Balance insofar as it has not been collected by the Accommodation prior to the Cut-Off Date). The Parties expressly agree that the Virtual Card Balance (or any portion thereof) retained by Booking.com after expiration of the Cut-Off Date does not constitute Commission or other consideration paid by the Accommodation to Booking.com for the provision of Services under this Agreement.

## Annex 3C

### FACILITATED PAYMENT TERMS FOR US DOMESTIC TRANSACTIONS EXCEPT TRANSACTIONS TO WHICH ANNEX 3B APPLIES

#### 1. Scope, Definitions & Interpretation

1.1 This Annex 3C shall no longer apply to payment transactions regarding reservations made after 15 December 2020. As of 15 December 2020 such US domestic payment transactions shall be governed by Annex 3A. The provisions included in this Annex 3C shall remain applicable to reservations that were made prior to 15 December 2020, regardless of the timing of the payment transactions.

1.2 This Annex 3C forms an integral part of and must be read in conjunction with the Agreement. Except as otherwise provided for in this Annex 3C, the terms and conditions of the Agreement remain unchanged and in full force and effect.

1.3 Unless defined otherwise in this Annex 3C, capitalized terms have the same meaning as set out in the Agreement. References in this Annex 3C to Clauses shall mean Clauses in this Annex 3C, unless otherwise specified.

#### 2. Facilitated Payment

2.1 The Accommodation agrees and acknowledges that Booking.com may offer Facilitated Payment services.

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 3C shall apply if the Facilitated Payment involves the Payment Processor providing services (the "**Payment Processor Services**") to and under a direct contractual relationship with Guests by (a) collecting payments from Guests in respect of those payment methods serviced by the Payment Processor ("**Processed Payments**"); and (b) paying the amounts collected directly to Accommodations on behalf of Guests.

2.3 Facilitated Payment under this Annex 3C:

- (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; and
- (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 Payment Processor Services on the Platform to enable Guests to make payments to Accommodations.

2.4 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).

2.5 Booking.com shall have no liability for any decision of the Payment Processor not to, or to cease to, make the Payment Processor Services available

in respect of any payment to the Accommodation or for any breach or delayed performance by the Payment Processor in respect of the provision of Payment Processor Services. Booking.com shall have no obligation to allow the Payment Processor to operate on the Platform or otherwise ensure that Payment Processor Services are available on the Platform.

2.6 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. 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 Payment Processor Services.

2.7 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 Payment Processor Services, plus Taxes (if applicable). Payment shall be due in accordance with the terms of the invoice.

2.8 In relation to each reservation, 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.

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

### 3. General Rules Related to Any Transfer

3.1 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.

3.2 The Accommodation is at all times responsible for the collection, remittance, withholding and payment to the relevant (tax) authorities (as applicable) of the relevant Taxes on and extras in addition to the Room Price (including the relevant Taxes and extras not included in the Room Price) and remittance, withholding and payment (as applicable) of the Taxes on the Commission, to the relevant tax authorities. Unless the Accommodation clearly indicates in its listing on the Platform that certain Taxes, 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)).

3.3 The Accommodation shall reimburse Booking.com upon its request if:

- (i) the Accommodation agrees to a refund of (any part of) a fully or partially paid non-refundable Room Price; or
- (ii) Booking.com 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
- (iii) Booking.com 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.

3.4 In the event of a no-show or cancellation, Booking.com may 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.

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

3.6 Booking.com may, in its absolute discretion, from time to time:

- (i) 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, to the extent of the payment by Booking.com, Accommodation hereby assigns to Booking.com 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) 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.

### 4. Payment Via Bank Transfer

4.1 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.

### 5. Payment Via Virtual Card

5.1 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 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.

5.2 Where the Accommodation receives payment through Facilitated Payment using a Virtual Card, 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.

## **Annex 4**

### **RANKING**

1. Booking.com aims to display search results relevant to each 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.

2. Booking.com has identified the following parameters to be most closely correlated with a Guest finding a suitable Accommodation, so prioritises such parameters in the algorithms:

- a. the Guest's personal search history
  - b. the rate of click through from the search page to the property page
  - c. the number of bookings related to the number of visits to the Accommodation page on the Platform (" **Conversion**")
  - d. gross (including cancellations) and net (excluding cancellations) bookings of the Accommodation
3. Conversion and click through rate 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. The Accommodation can find suggestions as to how to improve Conversion and click through rate on the Extranet.
4. The Accommodation may influence its ranking by participating in programs that Booking.com makes available, such as the Genius loyalty program, deals, the Preferred and Preferred Plus Partner Programs and the Visibility Booster (the latter three involve the Accommodation paying a higher Commission to Booking.com). The range of programs available may change from time to time. The programs and the terms applicable to each of the programs will be kept updated and made available on the Extranet.

## **Annex 5**

### **WIDE PARITY COUNTRY WORDING**

Notwithstanding anything to the contrary in the Agreement, to the extent that the Accommodation (meaning property) is located in a Wide Parity Country, the terms and conditions set out below shall apply, replacing the terms in the Agreement with the corresponding numbering. The following Clause 2.2.1 shall replace Clauses 2.2.1 and 2.2.2 in the Agreement:

2.2.1 The Accommodation shall give Booking.com rate and availability parity as defined below:

(i) "**Rate Parity**" means the same or better rates for the same accommodation, same room type, same dates, same bed type, same number of guests, the same or better amenities and add-ons (e.g. free breakfast, wifi, early/late check-out), the 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: (a) consumers actively opt in to become a member, (b) any online or mobile interface used by closed user group members is password protected, (c) closed user group members have completed a customer profile, and (d) the consumer to which the rate is offered or made available has 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; and

(ii) "**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.

5.1 (v) the price for the rooms advertised on the Platform corresponds 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

6.2.1 (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;