

# TrustedStays Terms and Conditions

Please read these Terms of Service ("Terms") carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the TrustedStays Platform, you agree to comply with and be bound by these Terms.

Thank you for using TrustedStays!

This terms of use agreement (this "Agreement") (together with the documents referred to in it) is a legal agreement between you and Trusted Stays Ltd incorporated, registered in England and Wales with company number 13640195 and whose registered office is at 1.13 The Light Bulb, 1 Filament Walk, London, SW18 4GQ, United Kingdom ("TrustedStays", "we", "us" or "our").

These Terms constitute a legally binding agreement ("Agreement") between you and Trusted Stays Ltd governing your access to and use of the TrustedStays Platform, including any subdomains thereof, and any other websites through which TrustedStays makes its services available (collectively, "TrustedStays Platform"), and all associated services (collectively, "TrustedStays Services").

## 1. Definitions

Except as otherwise defined in the body of this agreement the following terms shall be defined as follows:

"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures" are defined in the Data Protection Legislation.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

"Domestic Law" means the law of the United Kingdom or a part of the United Kingdom.

"Eligible Properties" means any Property that: (a) meets the TrustedStays Property Standards, as determined by us in our sole and absolute discretion; (b) meets the Quality Accountability Programme; (c) complies with all applicable Short-Term Rental Regulations; (d) has all applicable Short-Term Rental Licenses; and (d) may be used as a Short-Term Rental without violating any Real Estate Restrictions.

“Force Majeure Event” means acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions; nuclear, chemical or biological contamination or sonic boom; collapse of buildings, fire, explosion; and interruption or general failure of public utility service.

“Pandemic” a pandemic or epidemic disease where any local, regional or central government has imposed any mandatory legal measure for the prevention of the spread of that disease which at the start date prohibits the Property from being used for the purposes of the Booking

“TrustedStays” comprises the TrustedStays Platform and TrustedStays Services.

“TrustedStays Customers” means, individually and collectively, guests or buyers who make a reservation via the TrustedStays Platform, or potential guests and buyers who enquire about any property that is advertised by or offered on the TrustedStays Platform

“TrustedStays Marks” means all trademarks, trade names, web site domain names, social media names and images, service marks, and logos, all whether or not registered, that are owned by or licensed to TrustedStays, including without limitation any relating to the TrustedStays Platform.

“TrustedStays Platform” means a distribution system operated by TrustedStays that is accessible by PMC and TrustedStays Customers through web-based, mobile and customer centre platforms.

“TrustedStays Property Standards” means those standards and requirements set out in our policies and procedures, as may be updated from time to time by us in our sole discretion, with which PMC is required to comply with respect to all Eligible Properties listed by PMC on the TrustedStays Platform, including, without limitation, with respect to condition of the home, fire, life and safety, upkeep, cleanliness, inventory, customer service, availability and rates.

“TrustedStays Quality Accountability Programme” means the combination of the Industry Accreditation and those standards and requirements set out in our policies and procedures with respect to reporting and compliance for property audits, PMC certifications, PMC audits and guest surveys (which TrustedStays Quality Accountability Programme may be updated and amended by us from time to time to ensure we meet Government guest and government procurement requirements).

“TrustedStays Service” means the additional support and business service provided by us, including support on the TrustedStays Platform and reservations management in line with the roles and responsibilities as outlined in our policies and procedures.

“Industry Accreditation” means the STAA/Quality in Tourism Accreditation or other TrustedStays approved Accreditation.

“Launch Date” means the date by which the Properties on the TrustedStays Platform are

operational and ready to transmit to platforms and receive bookings, as determined by us in our sole discretion.

“Market Areas” means those cities, municipalities, counties, villages or other jurisdictional regions approved by TrustedStays for PMC to list Eligible Properties on the TrustedStays Platform.

“Onboarding and Training Materials” means materials prepared by TrustedStays or its Strategic Partners created to assist PMCs employees in learning how to use the TrustedStays Platform.

“Payment Facilitator” means an entity that, for booking of the Eligible Properties advertised via the TrustedStays Platform: (a) acts as a third-party agent that receives a settlement of transaction proceeds from an acquirer; (b) is responsible to maintain a payment gateway account to process payments related to the booking of Properties; (c) negotiates and manages ongoing credit card processing fees; (d) is responsible for compliance with PCI-DSS and GDPR standards for handling cardholder information and other data security regulations; (e) manages refund requests and handles chargebacks; (f) utilizes its merchant ID to aggregate payment; and (g) takes on other actions and responsibilities as determined by the banks and credit card associations with jurisdiction over the relevant means of payment.

“Platform Partner” means any online booking platforms or other online or offline intermediaries which are contracted by us to distribute and/or take bookings for properties that are connected to the TrustedStays Platform.

“PMC” means a property management company which completes the TrustedStays account registration process and who agrees to the terms of this Agreement.

“PMC Marks” means all trademarks, trade names, web site domain names, social media names and images, service marks, and logos, whether or not registered, that are owned by or licensed to the PMC.

“Properties” means all active Properties in PMC’s portfolio which TrustedStays will market to prospective clients on behalf of the PMC and “Property” means any one of the Properties.

“Property Information” means the information PMC submits to TrustedStays for each Eligible Property to be listed on the TrustedStays Platform, which information shall include the minimum description criteria of an Eligible Property, any photographs of an Eligible Property and any other information set out in our policies and procedures. PMC is responsible for ensuring this information remains accurate at all times. We may update this information from time to time in our sole discretion.

“Real Estate Restrictions” means any (i) covenants, (ii) homeowners’, or (iii) other contractual or title restrictions that encumber a Property, including, without limitation, the terms and conditions of any lease affecting the applicable Property.

“Requirements of Law” means any applicable law, statutes, statutory instruments, rules, and regulations.

“Short-Term Rental Licence” means any registration or licence or other consent that is required to use a Property for a short-term rental use and necessary to comply with all applicable Short-Term Rental Regulations.

“Short-Term Rental Regulations” means all laws, statutes, statutory instruments and regulations that apply to short-term rentals of Properties for vacation, business and home rentals to guests, hotels, or hospitality services.

## 2. Agency of PMC

2.1 PMC represents and warrants that it has been properly appointed and authorised by the owner of each of the Properties (individually, an “Owner” and together, the “Owners”) to transact with third parties, such as TrustedStays and any platforms where we market the Properties, in all matters relating to the Properties, including but not limited to entrance into this Agreement and renting each of the Properties to TrustedStays Customers. If requested by us, PMC will provide proof of the foregoing within 5 working days of request by us.

## 3. Distribution

3.1 We shall be allowed to distribute the Properties on the TrustedStays website and all distribution channels we reasonably consider appropriate as part of the TrustedStays distribution network, as the sole distributor of the properties. Any exclusions will be mutually agreed by the Parties in writing.

3.2 We shall provide PMC access to the TrustedStays Platform for PMC to post Eligible Properties on and transmit Property Information to TrustedStays.

## 4. Property Intake Process

4.1 PMC shall take the following steps to identify Properties for listing on the TrustedStays Platform as an Eligible Property for each Market Area:

(a) PMC will provide TrustedStays with a list of proposed Properties believed to meet TrustedStays Property Standards and Industry Accreditation criteria. This list shall include active links to current property listings and photography where appropriate;

(b) The Industry Accreditation provider will conduct an online review of the proposed Properties and will notify PMC of the Properties deemed not to satisfy the TrustedStays’ Property Standard and Industry Accreditation guidelines;

(c) With respect to the Properties that are deemed to satisfy TrustedStays' Property Standard and Quality Assurance Programme, PMC will make available a sample set of Properties for physical inspection by the Industry Accreditation provider.

(d) The Industry Accreditation provider will conduct inspections of the sample sets of Properties as soon as reasonably practicable and will promptly communicate the results of said inspections to PMC and TrustedStays. If the inspection results confirm that the Properties satisfy the Property Standards, PMC will receive the Annual Industry Accreditation Certificate.

(e) Once PMC receives the Annual Industry Accreditation Certificate, additional intake of Properties may be expedited by following steps (a) and (b) above and forgoing step (c).

**4.2** We retain the right at any time to require additional review, including physical inspection by the Industry Accreditation provider at the cost of PMC for any Property.

**4.3** Following completion of the steps in clause 4.1 PMC may submit Eligible Properties for listing on the TrustedStays Platform by providing all Property Information and any additional reasonable information requested by TrustedStays. PMC shall be responsible for drafting and editing Property Information which Property Information shall, in addition to complying with our requirements, also comply with all applicable Requirements of Law (including all Short-term Rental Regulations).

## **5. TrustedStays Quality Accountability Programme**

**5.1** During the term of this agreement PMC shall comply with the requirements of the TrustedStays Quality Accountability Programme including maintaining up to date Industry Accreditation at all times.

**5.2** In the event PMC is deemed non-compliant or fails to meet threshold scores in any area of the TrustedStays Quality Accountability Programme, we have the right, in our discretion to take immediate actions, included, but not limited to: (i) suspend PMC's distribution via the TrustedStays Platform until such time as PMC is able to remedy the non-compliance to our satisfaction; (ii) suspend certain PMC Eligible Property listings on the TrustedStays Platform until such time as PMC is able to remedy the non-compliance to our satisfaction; (iii) require PMC to complete a recertification of the Annual Industry Accreditation Certificate.

**5.3** PMC shall take all actions necessary to ensure that Properties listed on the TrustedStays Platform qualify as an Eligible Property (a) for the duration of their listing on the TrustedStays Platform: and (ii) while such Properties are rented to TrustedStays Customers and PMC acknowledges and agrees that:

(a) In the event that any PMC listing contains outdated information or is inaccurate or does not comply with the applicable Requirements of Law (including all Short-term Rental Regulations), or is

determined by us to portray a Property in a manner that may negatively impact TrustedStays or STAA or the TrustedStays Marks or the STAA Marks or continuing to list the Property otherwise poses a risk to TrustedStays, STAA and/or their business reputation, we may, with or without notice to PMC, remove the Property from the TrustedStays Platform; provided, that, when possible we will use reasonable efforts to provide PMC with prior notice. PMC may request that a Property be relisted on the TrustedStays Platform as an Eligible Property by resubmitting revised and accurate Property Information that brings the listing into compliance with the Requirements of Law (including, the applicable Short-Term Rental Regulations), and cures all of our concerns about the listing negatively impacting TrustedStays or STAA or the TrustedStays Marks or the STAA Marks or their business reputation. In addition, PMC has the right to delist Properties from the TrustedStays Platform under certain circumstances, including, renovations to a Property, revocation of the management, rental or license agreement with the owner of a Property, or failure of a Property to comply with applicable Requirements of Law.

**(b)** We have the right to suspend PMC's usage of the TrustedStays Platform on notice for any period or an indefinite period in our sole discretion, if (i) PMC has more than two breaches of this agreement during a six-month period where a Property fails to maintain its status as an Eligible Property; (ii) an Eligible Property receives more than two negative reviews (as judged reasonable in TrustedStays sole discretion) during a rolling 12-month period and the cause of such negative reviews cannot be promptly remediated; (iii) PMC cancels more than two TrustedStays Customer reservations within a six-month period due to circumstances within PMC's control (for example, a compliance failure); (iv) PMC behaves in an inappropriate, illegal or unprofessional manner towards any TrustedStays Customer; (v) PMC receives what we consider to be a serious or significant complaint by a TrustedStays Customer about its service; (vi) PMC receives a significant number of TrustedStays Customer complaints; (vi) PMC is found to be in violation of clause 25 Non Solicitation of this agreement, or (vii) in the event that continuing to permit PMC to use the TrustedStays Platform otherwise exposes TrustedStays or STAA and/or their business reputation to risk;

**(c)** We may suspend or take down all or a portion of the TrustedStays Platform (including PMC's access thereto) if required to repair, maintain or update the TrustedStays Platform and/or protect the TrustedStays Platform from threat or harm. For the avoidance of doubt our temporary or permanent removal of any Eligible Property under this clause 5.3(c) shall not terminate this Agreement nor affect PMC's obligations hereunder in any way.

**5.4** PMC acknowledges and agrees that it is responsible for monitoring (on a regular basis) and complying with all changes in the Short-Term Rental Regulations. PMC shall provide us with written notice of all material changes in Short-Term Rental Regulations that apply to Properties that PMC lists on the TrustedStays Platform within seven days of learning of such material change in a Short-Term Rental Regulation.

**5.5** PMC shall provide us written notice within seven days of receiving:

**(a)** any fine, or charge for violating a Short-Term Rental Regulation for an Eligible Property (not

including any minor fine or charge relating to refuse or parking or noise);

(b) notice of any investigation by a public agency of potential violation of a Short-Term Rental Regulation or other regulation or Requirements of Law for an Eligible Property; and/or

(c) notice from any homeowners' association, landlord or other third-party that may affect PMC's and/or TrustedStays' interests under this Agreement with regard to Short-Term Rentals and/or distribution thereof as anticipated hereunder.

## 6. Payment and Payment Mechanics

**6.1** In exchange for providing the distribution platform for TrustedStays Customers, we will charge a commission on the Gross Booking value (as defined in our policies and procedures) plus any applicable taxes on the revenues generated from each TrustedStays Customer booking at a Property.

**6.2** We reserve the right to apply additional fees chargeable to TrustedStays Customers above and beyond the PMC listing price, including but not limited to customer services such as deposit waiver fees, airport transfers, cancellation charges, and 3rd party platform fees which will be deducted prior to payment, where applicable.

**6.3** We will make payment of received funds minus commission and any relevant platform fees or services in respect of a booking on a monthly payment cycle. Payment will be made for bookings checking in during a month within 10 working days of the start of the subsequent month, except those bookings of more than one month which will be paid on a monthly basis, pro-rated to the nights stayed in the applicable month.

**6.4** No payment will be made to PMC where payment is not received by us or where a fraudulent booking is made, and payment is revoked by a chargeback. Where payments have already been made and are subsequently subject to a chargeback, the PMC will reimburse us for the funds transferred. We will receive no fee in cases where there is no payment. TrustedStays and PMC will implement reasonable fraud prevention policies to reduce this risk.

**6.5** We will distribute the booking price paid by the TrustedStays Customer and any applicable taxes as follows:

(a) TrustedStays shall receive a commission (the "TrustedStays Commission") based on the bookings value price paid by the TrustedStays Customer;

(b) Any Platform Partners shall also receive commissions based on the booking price or other commission criteria pursuant to a separate service agreement between the Platform Partner and us or PMC ("Platform Operator Commission"). We will use reasonable endeavours to make available all

rates and fees from Platform Partners to PMC on request;

(c) The Payment Facilitator shall receive its payment processing fee (e.g., credit card, PayPal, direct debit fees) (“Payment Processing Fee”). To the extent we are able to procure favourable interchange rates from the Payment Facilitator, we will work with the Payment Facilitator to pass the benefits of the reduced rate to PMC. For the avoidance of doubt, we do not guarantee that it will be able to procure favourable interchange rates from the Payment Facilitator or obtain the agreement of the Payment Facilitator to pass the benefits (if any) of the reduced interchange rate to PMC;

(d) PMC shall receive the remainder of the booking price including taxes after the deduction of the TrustedStays Commission, Platform Operator Commission, and Payment Processing Fee, less any refunds or credits issued to the TrustedStays Customer (“PMC Payment”). PMC acknowledges and agrees that it shall be solely responsible for remitting, and shall in fact remit, (A) any amounts owed to any Eligible Property owner in connection with the rental of such Eligible Property; and (B) any applicable taxes to the proper taxation authority.

**6.6** PMC acknowledges and agrees that TrustedStays, Platform Partners, the Payment Facilitator, and any strategic partners are not responsible for paying or remitting any taxes to tax authorities that are imposed directly on, or are the liability of, PMC pursuant to any Requirements of Law.

## 7. Confirming Bookings and Costs

**7.1** PMC will be requesting TrustedStays to manage the Properties online using the information provided by the Partner, including rates and availability. PMC will set the pricing and where available length of stay parameters for each property at an account level and accepts that bookings will be made at those levels. We will facilitate the pricing tools. PMC will always have visibility on TrustedStays Platform and the ability to change pricing at any time. PMC accepts ultimate responsibility for the live pricing therein.

**7.2** From the date of this agreement, the price paid by TrustedStays Customers will comprise the total of (i) the Property nightly rental rate, (ii) a cleaning fee where available and (iii) any applicable taxes. PMC will not be permitted to add any additional fee component to this booking price without our prior approval.

**7.3** If applicable Law is altered, amended or new Law entered into force such that you may not include applicable taxes in the nightly rental rates payable for the Properties (“Rates”), you will promptly, but no later than 5 working days after the entering into force of such Law or amendment, notify us of the changes in writing; and be solely responsible for providing, and provide us with, details of all current Taxes as part of the Property Content, including all changes and updates to them.



**7.4** PMC will provide TrustedStays with Rates for each Property when it goes live and update Rates for the following year, failing which we will charge the entered rate until the date on which updated rates are provided. PMC hereby agrees to honour all bookings made according to the inputted rates and agreed discount structures (where available and applied by the PMC) which may at times override the rates in place at the time of the booking.

7.7 PMC shall be responsible for, and take all actions necessary to: (a) honour all bookings made for a Property on the TrustedStays Platform for the time period and pursuant to the terms advertised on the TrustedStays Platform, provided that the TrustedStays Customer has confirmed the booking and has otherwise acted in compliance with the terms of the contract (if any) between PMC and the TrustedStays Customer; and (b) ensure that a Property booked through the TrustedStays Platform qualifies as an Eligible Property from the time the TrustedStays Customer checks into the Property through the duration of the TrustedStays Customer's stay.

## **8. Cancellation Policy**

**8.1** All payments made by TrustedStays Customer shall follow the agreed cancellation policy which will be agreed by the Parties acting reasonably and communicated in writing from time to time and may vary by platform. Once a booking is confirmed the amount due to the PMC will be paid as set out in clause 6.3.

**8.2** To the extent the PMC cancels the booking, then the PMC will use best endeavours to provide three relocation options for the TrustedStays Customer of similar or higher quality at no additional cost to the TrustedStays Customer or us. The TrustedStays Customer shall then be able to choose one of these or receive a full refund. Where there are any incurred costs or charges for cancellation, the PMC will be fully liable for any fees or charges related to cancellation, including costs to relocate to a more expensive property.

## **9. Master Calendar of Availability**

**9.1** PMC is required to maintain an up-to-date calendar in the TrustedStays Platform outlining each Property's availability. All bookings at each Property, whether made through TrustedStays or not (e.g. blocked for the owner), must be entered in TrustedStays Platform on a first-come, first-served basis. PMC is fully responsible for ensuring that the availability of Property is accurately maintained.

**9.2** Unless prohibited by law PMC will ensure that availability associated with each Eligible Property is all of the availability offered for this Property in the market and is provided on an exclusive contractual basis. Any exception will be agreed in writing.

**9.3** Where live availability is not available in TrustedStays, the PMC must confirm availability for a

booking enquiry. Where the PMC approves the booking, the Customer will have 48 hours to confirm the reservation on the TrustedStays platform. Once confirmed, the cancellation policy in Clause 8 will apply.

## 10. TrustedStays Customer Booking Procedures

**10.1** For each reservation, the TrustedStays Customer will enter into the PMC's set of booking agreements including their standard terms and conditions. Where possible, TrustedStays will support PMC in providing advance information about TrustedStays Customers. If we are unable to secure the TrustedStays Customer's completion, the PMC is responsible for ensuring that TrustedStays Customers sign up to the PMC's booking agreements prior to check-in. We will not be liable if PMC admits a TrustedStays Customer without receiving the required pre-check in details.

## 11. Reservation Procedures, Enquiries and Instant Booking

**11.1** PMC will provide us with the Property or Properties for which we are permitted to reserve dates without prior confirmation from, or notification to PMC, where live availability is available. Where live availability is not available, the PMCs confirmation of availability on the platform will be considered final for a minimum of 48 hours. Prior to us sending out the booking agreement pursuant to this Section, the following conditions will be met:

- (a) Dates covered by booking show as "available" on the TrustedStays Platform at the time the booking is created;
- (b) PMC will see on the TrustedStays Platform when a pending reservation is created indicating that payment has been requested. We will be able to hold a property for 48 hours following an enquiry and before finalising the booking. When funds have been received by us from the TrustedStays Customer, PMC will see the booking on the TrustedStays Platform and we will use reasonable endeavours to send an email notification to PMC indicating that the booking has been confirmed;
- (c) We will issue a confirmation of booking to the TrustedStays Customer. Simultaneously, we will send a confirmation to PMC that the booking has been paid and confirmed via TrustedStays or automated email. For avoidance of doubt, the TrustedStays Platform status of a booking is the source of truth for bookings and anything which is confirmed in the system is deemed to be confirmed whether or not an email was received;
- (d) We will provide to PMC invoice details of TrustedStays Customer booking amounts, tax, additional fees, discounts, commission, platform fees and net amounts due through access to the TrustedStays Platform or by the provision of financial statements.

**11.2** We will manage all enquiries that originate from our distribution platforms via the TrustedStays Platform. Where a TrustedStays Customer contacts PMC directly having originally found the Property on a platform on which the Property was advertised pursuant to this Agreement and makes a booking with PMC, the TrustedStays Commission will still be payable to us whether or not the booking was completed in the TrustedStays system.

**11.3** PMC will provide us with such details of its services and each Property as we reasonably require to enable us to respond to enquiries received through the TrustedStays Platform. If any of the details provided change, it is the responsibility of PMC to update these in the TrustedStays Platform and notify us in writing. If PMC fails to update information provided in relation to its services and Properties and we provide information to a TrustedStays Customer which is incorrect then PMC will indemnify us in respect of any costs or expenses incurred as a result of their failure update the information on the TrustedStays System.

## 12. Property Details

**12.1** PMC will ensure it abides by highest industry standards and this will be evidenced by achieving the STAA Industry Accreditation, which must be renewed annually.

**12.2** PMC represents and warrants that all information about the Property provided to us ("Property Content"), including any written or pictorial descriptions, are current, accurate and complete, including all information about the Property and/or its contents and resolve TrustedStays Customer enquiries that arise in the lead up to and during the course of a booking.

**12.3** PMC is responsible for updating the TrustedStays Platform immediately with any changes to the Property wherever such information is carried on the platform, including but not limited to construction, renovations or any other improvements and/or modifications to amenities and features and any matters that may reasonably be expected to affect the enjoyment of the Property by a TrustedStays Customer. Where this information is not available to list on the TrustedStays Platform, PMC must reconfirm such information to TrustedStays directly on receipt of a request to check availability. If the TrustedStays Customer cannot have reasonable use and enjoyment of the Property as a result of the foregoing activities, the TrustedStays Customer is entitled to cancel any remaining portion of their reservation, and we will immediately debit any commission already paid to PMC, followed by us immediately returning any refundable paid amounts to the TrustedStays Customer.

**12.4** PMC covenants to ensure that each Property is maintained in excellent condition, such that it is safe and hospitable and to ensure that all facilities, amenities, electronics and appliances remain in good working order for TrustedStays Customer's usage. PMC acknowledges that pursuant to TrustedStays' quality control policy, prior to the Property being made available for booking by TrustedStays Customers, the PMC will be accredited and ensure that they are reaccredited annually to ensure industry standards are met. PMC shall grant TrustedStays' representatives or the ShortTerm Accommodation Association's ("STAA") Accreditation provider's representatives access

to the Property for the purposes of conducting the inspections at a mutually agreed upon time.

**12.5** We will provide PMC with a copy of the report generated from any Industry Accreditation quality inspection. PMC will provide us with a copy of the report generated by any STAA quality inspections. In the event that PMC or a Property fails the relevant quality inspection, PMC shall be given an opportunity to make necessary repairs/corrections. Should the Property fail the quality inspection conducted after the PMC has had the opportunity to make necessary repairs/corrections, the Property will be removed from this agreement and if PMC repeatedly fails Inspections over a period of 3 months or its STAA Accreditation is revoked, we have the ability to terminate this Agreement on notice in respect of the relevant Property or group of Properties.

## 13. Photography

**13.1** Where property photos are able to be hosted on TrustedStays, PMC will arrange for and supply high-quality, unbranded photography of all Properties provided for listing in line with TrustedStays's photography guidelines, and bear the costs of same, and PMC warrants that they own all the IP rights for the photography. Absent other instructions in writing, we will have an unlimited royalty free, worldwide licence and be entitled to use such photography for any reason, in any medium, at its sole discretion in perpetuity.

**13.2** We will use the photography primarily for marketing purposes, including but not limited to the TrustedStays Platform, 3rd party distribution platforms as part of the TrustedStays network, email marketing campaigns, social media, and press, print or digital ads.

## 14. Home Preparation

**14.1** PMC will be responsible for ensuring that the Property is thoroughly clean and prepared for each TrustedStays Customer's arrival, including the cost of same and will be responsible for cleaning the Property during the TrustedStays Customer's stay under certain pre-determined circumstances as well as cleaning the home following the TrustedStays Customer's departure, in each case in accordance with applicable rental market standards, or as otherwise communicated by us to PMC.

## 15. TrustedStays Customer Service

**15.1** PMC will be the primary contact for TrustedStays Customer service requests throughout the duration of each confirmed booking and will address any TrustedStays Customer enquiries or issues to the best of its ability.

**15.2** Should PMC require assistance in addressing any TrustedStays Customer enquiry or issue

related to the booking and reservation management, but not the pre, post, or in-stay experience, it will contact us, and we agree to respond in a timely manner.

## 16. Security Deposit

**16.1** PMC will include security deposits or deposit guarantees as part of its pre-check in process. Where it has not been possible to take the security deposit in advance, the security deposit for each Property shall be taken by PMC, and will be obtained from the TrustedStays Customer by PMC prior to check-in and held against damage to the Property and its contents.

**16.2** PMC will need to provide evidence within 24 hours following TrustedStays Customer check-out, and prior to check-in of new guests, of any deposit claims. PMC will assess any costs for repair or replacement and ensure that fair wear and tear has been taken into account as part of its responsibility. Where there is a claim that might damage the TrustedStays or STAA brand or company reputation, we have the ability to intervene on any claim. PMC has full responsibility for managing any evidence for claims for deposits to platforms that manage deposits and resolving any disputes which may arise and will indemnify us for the cost of taking such action.

## 17. Lead Registration

**17.1** TrustedStays Commission will be payable to if a potential guest first becomes aware of a property or first contact with the potential guest is made on any platform or medium, that we manage in accordance with this agreement.

**17.2** Once a TrustedStays Customer has stayed with PMC, PMC will pay commission on any future transactions related to that TrustedStays Customer or anyone in the party, even if they make an offline or direct booking. This term will persist for the term of this Agreement as well as for subsequent renewals of this Agreement and survive this agreement unless or until this Agreement (or subsequent renewals of this Agreement) is terminated due to material breach by us.

**17.3** We have the right to audit direct reservation details of PMC to verify the above.

## 18. Roles and Responsibilities

**18.1** Detailed roles and responsibilities are outlined in our policies and procedures and serve as the more detailed understanding of what will be delivered by PMC and TrustedStays as part of this Agreement. This can be updated from time to time by mutual agreement in writing.

## 19. Marks

**19.1** TrustedStays hereby grants PMC a royalty-free, non-exclusive, non-transferable, non-sublicensable, limited license to use the TrustedStays Marks solely in connection with the efforts as outlined in this agreement. PMC's use of the TrustedStays Marks will be subject to the prior written authorisation and approval of TrustedStays. As between TrustedStays and PMC, TrustedStays owns exclusively all right, title and interest in, to and under the TrustedStays Marks.

**19.2** PMC hereby grants us a royalty-free, non-exclusive, non-transferable, non-sublicensable, limited license to use the PMC Marks solely in connection with efforts as outlined in this agreement. Our use of the PMC Marks will be subject to the PMC's prior written authorisation and approval. As between PMC and us, PMC owns exclusively all right, title and interest in, to and under the PMC Marks.

**19.3** Save as permitted by clause 19.1 above PMC acknowledges that TrustedStays owns all right, title and interest in the TrustedStays Marks. PMC may not use, copy, or distribute any TrustedStays Marks without TrustedStays's prior written approval. PMC shall immediately cease any use of TrustedStays Marks which is not approved by TrustedStays. Any approval granted by TrustedStays for use of the TrustedStays Marks is non-exclusive, temporary, may be withdrawn by TrustedStays in its sole discretion on prior written notice, and shall, unless otherwise specifically agreed by TrustedStays in writing, be construed to apply only to use of the TrustedStays Marks in conjunction with providing the short-term rental of Eligible Properties booked through the TrustedStays Platform to TrustedStays Customers in the manner described in this Agreement and as specifically directed by TrustedStays. PMC agrees not to claim any right, title or interest in the TrustedStays Marks or of any use of the TrustedStays Marks by PMC or to challenge TrustedStays's rights in the TrustedStays Marks and the goodwill associated therewith. All use by PMC of the TrustedStays Marks and the goodwill generated thereby shall inure to the benefit of TrustedStays. Upon expiration or termination of this Agreement, PMC shall (i) immediately cease any and all use of the TrustedStays Marks, and (ii) not use any variation, permutation, or imitation of the TrustedStays Marks or any confusingly similar name, mark, designation or description. This clause 19.3 shall survive the termination or expiration of this Agreement.

## **20. Data Protection**

**20.1** All parties will comply with all requirements and obligations applicable to them under the Data Protection Legislation in respect of the client personal data. This clause 20.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

**20.2** The PMC must declare and log any direct bookings received. No commission will be due on these bookings unless the customer made their original discovery, contact or booking via us, in which case the agreed commission rate will apply.

**20.3** We will be responsible for marketing across property management companies and will

endeavour to generate repeat bookings from the single customer view data pool.

**20.4** The parties acknowledge that for the purposes of the Data Protection Legislation, we are the Controller of the PCM's Personal Data. Please see the TrustedStays Privacy Policy for further details of how we use and collect that data.

**20.5** Insofar as the TrustedStays Customers make bookings through the TrustedStays website, the parties acknowledge that for the purposes of the Data Protection Legislation, the PCM is the Controller and we may be the Processor of the TrustedStays Customers' Personal Data which is collected and processed in relation to those bookings. In circumstances where we are the Processor, Schedule 1 to this Agreement sets out the scope, nature and purpose of processing by us in relation to such Personal Data, the duration of the processing and the types of Personal Data and categories of Data Subject.

**20.6** Without prejudice to the generality of clause 20.7, the PCM will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the TrustedStays Customers' Personal Data to us for the duration and purposes of this agreement.

**20.7** Without prejudice to the generality of clause 20.7, we shall, in relation to any of the TrustedStays Customers' Personal Data processed in connection with the performance by us of our obligations under this agreement:

(a) process that Personal Data only on the documented written instructions of the PCM unless we are required by Domestic Law to otherwise process that Personal Data. Where we are relying on Domestic Law as the basis for processing Personal Data, we shall promptly notify the PCM of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits us from so notifying the PCM;

(b) ensure that we have in place appropriate technical and organisational measures, reviewed and approved by the PCM, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the UK unless the prior written consent of the PCM has been obtained and the following conditions are fulfilled:

- (i) we or the PCM has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) we comply with reasonable instructions notified to us in advance by the PCM with respect to the processing of the Personal Data;
- (e) assist the PCM, at the PCM's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the PCM without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the PCM, delete or return Personal Data and copies thereof to the PCM on termination of the agreement unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause.

20.8 The PCM consents to us appointing the third party processors set out in Schedule 1 to this Agreement as third-party processors of Personal Data under this agreement. We confirm that we have entered or (as the case may be) will enter with the third-party processors into a written agreement incorporating terms which are substantially similar to those set out in this clause 20 and in either case which we confirm reflect and will continue to reflect the requirements of the Data Protection Legislation. As between us and the PCM, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause 20.

## 21. Confidentiality

21.1 "Confidential Information" shall mean any non-public information of one Party (the "Disclosing Party") that is designated as confidential, or that the other Party (the "Receiving Party") knew or reasonably should have known was confidential or proprietary because it derives independent value from not being generally known to the public. Without limiting the generality of the foregoing, Confidential Information, shall with respect to TrustedStays, include information identifying and regarding TrustedStays Customers, sales, marketing, personnel matters, or means of doing business, whether provided or learned from TrustedStays or its strategic partners; the terms and conditions of this Agreement shall be considered TrustedStays Confidential Information.

21.2 TrustedStays Confidential Information shall not include any information which:

- (a) the Receiving Party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the Disclosing Party;



- (b) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of the Receiving Party;
- (c) the Receiving Party has developed independently without reference to any Confidential Information; or
- (d) the Receiving Party can demonstrate came into its possession from a third party other than a strategic partner who had a bona fide right to make such information available.

**21.3** Except as provided herein, the Receiving Party will not at any time disclose to any person or use for its own benefit or the benefit of anyone, Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party shall limit disclosure of Confidential Information to its: (i) employees or agents or service providers who have a need to know related to the Parties' business relationship; or (ii) third party auditors or consultants who have a need to know in order to perform their respective contractual obligations for the Receiving Party; provided that any person to whom Confidential Information may be disclosed under subsections (i) or (ii) above are subject to a confidentiality agreement, or in the case of the Receiving Party's employees, confidentiality policies, that in either case protects the Confidential Information in a manner that is consistent with the terms of this clause 21.

**21.4** Upon termination of this Agreement or upon the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party or destroy any and all such information in its possession or under its control, and any copies made thereof which the recipient of said information may have made, except as the Parties by prior express written permission have agreed to retain.

**21.5** The Parties acknowledge that in the case of Confidential Information communicated through email or which has been scanned or otherwise stored electronically by the Receiving Party, the Receiving Party's deletion of (a) email messages from individual mailboxes or (b) documents from its network or individual hard drives will not result in the removal of all copies of such information from the Receiving Party's back-up or archival systems and any such retained Confidential Information shall remain subject to the obligations of confidentiality herein. Neither the Receiving Party's retention of archival copies nor failure to remove copies from its back-up or archival systems will be deemed a breach of this Agreement. The Receiving Party shall not be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government; provided that, if available, five days' notice first be given to the Disclosing Party so a protective order, if appropriate, may be sought by the disclosing Party. The Receiving Party acknowledges and agrees that a breach of its obligations under this clause may cause harm to the Disclosing Property for which monetary damages are not a sufficient remedy. In such event the Receiving Party understands and agrees that the Disclosing Party shall be entitled to seek to obtain from a court of appropriate jurisdiction immediate injunctive or other equitable relief to which it may be entitled under the circumstances in addition to other remedies allowed under this

Agreement and under applicable law.

**21.6** Both PMC and TrustedStays agree to keep secret all information made available during the course of and in relation to their professional relationship, including but not limited to the contents of this Agreement, the business practices and billing structures of each Party, and details relating to all confirmed TrustedStays Customer bookings.

**21.7** Each party agrees to maintain as confidential all information transmitted, orally or in writing, between the parties and agrees not to disclose same without the prior written consent of the other party, unless required to do so by order of a court of competent jurisdiction.

## 22. Non-Solicitation

**22.1.** PMC acknowledges and agrees that it shall not solicit any TrustedStays Customers (or potential TrustedStays Customers that contact the PMC for an enquiry regarding, or for a reservation at, an Eligible Property) to complete a booking either directly through the PMC or through any other distribution or reservation platform other than the TrustedStays Platform. Failure to comply with this clause 22.1 will give us the right to exercise (without limitation) the remedies set out in clause 5.3 of this agreement.

**22.2** Both PMC and TrustedStays agree to avoid directly or indirectly soliciting the TrustedStays Customers and owners of each Property for a period of 1 year following the execution of each relevant booking agreement, with a view to obtaining future business, unless an agreed cross-promotion is set up to promote the respective businesses and signed off by both PMC and TrustedStays.

**22.3** Where a repeat guest books directly with PMC, irrespective of clause 22.2, TrustedStays Commission will be payable on all such bookings, in perpetuity.

## 23. Liability

**23.1** Neither Party shall be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of the other or for any form of damages (even if advised of the possibility thereof) other than direct damages arising out of, or in connection with, this Agreement or the subject matter hereof. Notwithstanding the foregoing, the limitations of liability in this Agreement shall not apply to limit: (a) a Party's defence and indemnification obligations under this Agreement or (b) either Party's liability to the other Party for losses incurred by such other Party arising from fraud, gross negligence or wilful misconduct of the liable Party. For the avoidance of doubt, losses arising out of or related to a security breach shall be considered direct damages.

**23.2** TrustedStays and its affiliated entities, shareholders, directors, officers, employees, agents and other third party representatives (“TrustedStays Affiliates”) will not be liable to any party, including but not limited to the PMC, Property owner or any affiliated entity, shareholder, director, officer, employee, agent or other third party representative thereof (collectively, “Property Affiliates”), in connection with any loss, damage or injury to person or property suffered by a Property Affiliate as a direct or indirect consequence of a TrustedStays Customer’s booking, occupation or use of any Property.

## 24. Warranties and Acknowledgements

**24.1** All representations and warranties by PMC under this agreement shall be given on the date of this agreement and shall continue for the term of this agreement. PMC shall promptly notify us in writing if any such representations and warranties become inaccurate or untrue at any time.

**24.2** PMC agrees and warrants that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform its obligations under this Agreement and to provide short-term rental services. PMC further agrees and warrants that the short-term rental services provided by PMC under this Agreement will be provided as described in this Agreement, and will be performed in a timely, professional and workmanlike manner, consistent with or exceeding generally accepted industry practices and procedures used by leading home rental management companies.

**24.3** PMC agrees and warrants that during the term of this Agreement (“Performance Warranty Period”), the short-term rental services of the Eligible Properties listed on the TrustedStays Platform will conform in all material respects to the terms of this Agreement, the TrustedStays Property Standards, and the listings advertised to TrustedStays Customers on the TrustedStays Platform.

**24.4** PMC warrants that either:

(a) that PMC is the lawful owner, tenant, or licensee of all Eligible Properties that it posts on the TrustedStays Platform; or

(b) PMC has the legal authority to enter into this Agreement on behalf of the lawful owner(s), tenant(s) and/or licensee(s); and, in either case, PMC has all the necessary and unencumbered property rights in such Properties to rent them out as short-term rentals under this Agreement without violating any property, contractual, or other rights of third parties. PMC warrants that it has examined title (or its equivalent) for all Properties it posts on the TrustedStays Platform and there are no Real Estate Restrictions that prohibit or unreasonably encumber PMC’s ability to rent out such Properties for use as short-term rentals.

**24.5** PMC agrees and warrants that any short-term rentals of its Properties facilitated by the TrustedStays Platform will not violate any applicable Requirements of Law, including, without

limitation, any Short-Term Rental Regulations, and that PMC possesses all permits and made all registrations required to comply with any applicable Requirements of Law (as they may be amended from time to time) of the applicable government agencies having jurisdiction over PMC's business activities or short-term rentals. PMC further acknowledges and agrees that it is PMC's sole responsibility, and not the responsibility of TrustedStays, STAA or its strategic partners, to ensure that its short-term rental services are provided in a manner that complies with all Requirements of Law, including, without limitation, all Short-Term Rental Regulations.

## 25. Disclaimers

**25.1** TrustedStays Marketing and Distribution is made available to you "AS IS" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement and TrustedStays and 3rd party systems may contain technical inaccuracies or typographical errors. We reserve the right to make changes, corrections and/or improvements at any time without notice or liability. In no event will we be liable for any direct, indirect, consequential incidental, punitive or other damages, losses costs or expenses relating to the use of our systems or processes, whether arising in tort or contract, including but not limited to lost profits, even if advised of the possibility of such damages.

## 26. Indemnification

**26.1** PMC agrees to indemnify, defend and hold harmless TrustedStays its respective officers, directors, employees, agents, successors, assigns, and strategic partners from any losses, fines, penalties, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees, disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) ("Losses") related to, arising from, or alleged to have arisen from, or in connection with any claims or threatened claims, civil, criminal, administrative, or investigative action or proceeding, demand, charge, action, cause of action or other proceeding related to:

- (a) the infringement by PMC of TrustedStay's or a third party's intellectual property rights;
- (b) the breach by PMC of its obligations under Clause 20 (Data Protection) or under the Data Protection Legislation;
- (c) PMC's use or disclosure of TrustedStay's confidential information (including but not limited to TrustedStays Customer data) in violation of this Agreement;
- (d) an investigation into, or a violation of, any Requirements of Law, including, without limitation, Short-Term Rental Regulations, by PMC;
- (e) PMC's negligence, wilful misconduct or breach by PMC of any representation, warranty, or other obligation under this Agreement;
- (f) PMC's abandonment or termination of the short-term rental services to TrustedStays Customers without cause;
- (g) the condition of PMC's Properties where the condition is such so as to place PMC in breach of its obligations under this Agreement;
- (h) any issues of life, safety, and security related to PMC's Properties;

- (i) the correct and permitted use by TrustedStays or its strategic partner of the Property Information and other content or materials provided to TrustedStays by PMC; and
- (j) PMC's performance of, or failure to perform, the short-term rental services or any part thereof to TrustedStays Customers, or any failure to meet the representations and certifications made to TrustedStays Customers.

This clause 26.1 shall not apply to damages, liability, claims, losses, and expenses to the extent caused solely by the negligence or fault of TrustedStays. This clause 26.1 shall survive the termination or expiration of this Agreement.

**26.2** TrustedStays agrees to indemnify, defend and hold PMC harmless from and against any and all losses directly related to, arising from, or alleged to have arisen from, or in connection with any claims or threatened claims, civil, criminal, administrative, or investigative action or proceeding, demand, charge, action, cause of action or other proceeding related to TrustedStays' breach of any representation, warranty or other obligation under this Agreement or TrustedStays' gross negligence or wilful misconduct.

## 27. Revisions

27.1 TrustedStays reserves the right to change the TrustedStays Terms and Conditions published on its web site or the TrustedStays Platform ("TrustedStays Terms and Conditions") from time to time at its sole discretion. We will include a notice on the TrustedStays Platform when the TrustedStays Terms and Conditions are changed. Your continued use of TrustedStays Platform after such revision constitutes your acceptance of the changes. Your use of the TrustedStays Platform will be subject to the most current version of the TrustedStays Terms and Conditions posted at the time of such use. You should periodically check the most recent TrustedStays Terms and Conditions to view the then-current terms.

27.2 TrustedStays may assign, charge, novate or otherwise dispose of this agreement without your prior written consent.

## 28. Compliance with Laws

**28.1** General Compliance. In addition to the above warranty, you represent, warrant and agree that you will at all times comply with all Laws applicable to the Property, your performance under this Agreement, your rental and sale of the Property, and your business in general. Without limiting your other obligations, you will obtain and maintain all licenses, permits and permissions required by applicable Laws and will keep and maintain the Property in excellent condition and otherwise in accordance with all fire, safety, and health Laws. You further specifically agree to comply with all applicable Laws governing the collection, storage, use and processing of Personal Information and all applicable anti-bribery and/or anti-corruption Laws.

**28.2** TrustedStays will also comply with all Laws applicable to our performance under this Agreement and to our business.

## 29. Insurance

**29.1** PMC shall, at all times during the Term of this agreement procure and maintain the following insurances and (unless stated otherwise) in such amounts as shall be sufficient to protect both TrustedStays and PMC from the relevant risks:

Public liability insurance and such insurance to include but not be limited to theft of or damage to or against the property for £1,000,000 (one million pounds) per event or series of connected events;

such other insurances as are usually taken out by prudent operators in such amounts as shall be sufficient to protect both TrustedStays and PMC from relevant risks including (but without limitation) workmen's compensation, employers' liability or other insurance as may be required under applicable laws.

**29.2** PMC shall furnish to TrustedStays satisfactory evidence of all insurance maintained by the PMC pursuant to Clause 29.1 prior to entering into this Agreement and as often as reasonably required during the Term.

## 30. Other Agreements

**30.1** Any ancillary agreement other than PMC's booking agreement, which is entered into between PMC and/or the homeowner and/or the TrustedStays Customer, including but not limited to a short term lease, is acknowledged by both Parties to fall outside of the scope of our control and authority, acting solely as a provider of marketing and distribution services pursuant to this Agreement, and TrustedStays expressly disclaims any involvement with or liability for the terms of such ancillary agreement, including any resulting breach thereof.

## 31. Force Majeure

**31.1** Both parties expressly disclaim liability for any actual or deemed breach of the terms of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to Force Majeure.

**31.2** A TrustedStays Customer, acting reasonably, which is prevented from the safe and reasonable occupation of the Property due to Force Majeure or because of a Pandemic, shall be responsible for notifying PMC of same, who will be required to refund all payments which have been made to PMC for any unused portion of the TrustedStays Customer's booking to us, which will subsequently refund such unused payments to the TrustedStays Customer.

## 32. Term

**32.1** This Agreement shall commence on the date of signing and remain in effect for 1 year (“Initial Term”). This Agreement will automatically continue on an ongoing basis (a “Rolling Term”) unless either party gives written notice of its intent not to renew at least ninety (90) days prior to the end of the Initial Term or a Renewal Term, as applicable.

**32.2** TrustedStays may terminate this Agreement at any time on ninety days’ prior written notice without liability to PMC, except for payment to PMC of any payments due or becoming due from past or current bookings for Eligible Properties made through the TrustedStays Platform prior to such termination pursuant to this Agreement. Immediately upon receipt of such termination notice from TrustedStays, PMC shall cease posting its Properties on the TrustedStays Platform and TrustedStays shall have the right to remove any Properties listed on the TrustedStays Platform.

**32.3** TrustedStays shall have the right to terminate this Agreement, at its sole discretion, in the event PMC enters into an arrangement or series of arrangements resulting in a financial investment in, acquisition, merger, or change of ownership or control of PMC’s business or any portion of PMC’s business. PMC agrees to give TrustedStays notice within five days of receipt of interest by a third-party for a financial investment in, acquisition, merger, funding or any other event that may result in a whole or partial change of ownership or control of PMC business.

**32.4** TrustedStays shall have the right to terminate this Agreement, at its sole discretion, in the event of:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of PMC;
- (b) the making of an application for an administration order or the making of an administration order in relation to PMC;
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to PMC;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of PMC;
- (e) the commencement of a voluntary winding-up in respect of PMC, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company;
- (f) the making of a petition for a winding-up order or a winding up order in respect of PMC;
- (g) the striking-off or PMC from the Register of Companies or the making of an application for PMC to be struck-off;
- (h) the making of an application for a bankruptcy order, the presentation of a petition for a

bankruptcy order or the making of a bankruptcy order against PMC;

(i) any event occurs in relation to PMC that is analogous to those set out in clause 35.4(a) to (h) (inclusive) in any jurisdiction.

## 33. General

**33.1** PMC is prohibited from assigning any of its rights or obligations under this Agreement without our prior written consent.

**33.2** The heading references herein are for convenience purposes only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof.

**33.3** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

**33.4** Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment, by TrustedStays and PMC, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## 34. Jurisdiction

**34.1** This Agreement shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.



## SCHEDULE 1

### PART I - AUTHORISED SUB-PROCESSORS

Part I of this schedule sets out those sub-processors which PMC has (subject to us complying with its obligations under clause 20 of the Agreement) given us general authorisation to appoint as set out in Clause 20.8.

- Google Analytics
- HotJar
- Leadfeeder
- LeadForensics
- Facebook
- Sojern
- Secura
- Mailchimp
- Google Maps
- Stripe
- Zoho
- Hubspot
- Google Adwords

### PART II - PROCESSING OF PERSONAL DATA

Part II of this schedule includes certain details of the processing of Personal Data as referred to in Clause 20 and required by Article 28(3) GDPR.

#### *Subject matter and duration of the processing of Personal Data*

Personal Data related to Data Subjects who make bookings through the website.

The Personal Data shall only be held for the length of time required to process and manage the booking except as otherwise required by the Data Protection Legislation.

### *The nature and purpose of the processing of Personal Data*

Processing of Data Subjects' Personal Data for the purpose of customers making and managing bookings through the website.

### *The types of Personal Data to be processed*

The types of personal information that we might collect in order to process and manage bookings through the website include, but are not limited to:

- Name;
- Email address;
- Postal address, including postcode;
- Telephone number;
- Mobile number;
- Date of birth;
- Payment information;
- IP address and other device information;
- Activity on the website, including information about use of our website, products and services;
- Operating system information, the browser type, and the address of a referring website;
- Username and password; and
- Preferences in receiving marketing from us and our third parties and communications preferences.

### *The categories of data subject to whom the Personal Data relates*

People who make bookings through the website.

### *Our obligations and rights additional to the obligations and rights set out in the Agreement*

Any rights provided for by Data Protection Legislation.