

Guestroom Genie
End User Licence Agreement

1. Definitions

- 1.1. Guestroom Genie: Software Genie Ltd trading as Guestroom Genie, a Limited Company registered in England and Wales no. 11951685 at Management Suite, 1 The Oasis, Meadowhall Centre, Sheffield, South Yorkshire, United Kingdom, S9 1EP
- 1.2. The Provider: the accommodation provider which has entered a contract to use the Licensed Product;
- 1.3. Licensed Product: the Guestroom Genie platform which the Provider has entered a contract to use;
- 1.4. Licensed User (also referred to as 'you' or 'your'): a person nominated the Provider to be a designated user of the Licensed Products;
- 1.5. the Services: the services that Guestroom Genie provides to the Provider in accordance with this Licence Agreement;
- 1.6. Working Day: every Monday, Tuesday, Wednesday, Thursday and Friday that is not a bank holiday or public holiday in the United Kingdom;
- 1.7. Downtime: Unscheduled unavailability of services provided by our servers. This does not cover any connection problems associated with your ISP;

2. Licence Agreement

- 2.1. This is a Licence Agreement between you, the Licensed User, either individually or as an authorized representative of a single company, institution or entity and Guestroom Genie as identified above.
- 2.2. Title: Guestroom Genie or its suppliers are the exclusive owners of the Licensed Product. Title to the Licensed Product, or any copy, modification or merged portion of the Licensed Product, shall at all times remain with Guestroom Genie.
- 2.3. Licence: Guestroom Genie grants to you a non-exclusive, non-transferable Licence to access the Licensed Product at Internet URLs specified by Guestroom Genie and display the Licensed Product only on a single designated computer at any one time. The right of access granted in this Licence Agreement is provided only to a single individual. Such individual is the only person who may view or access the product throughout the term of this Licence Agreement.
- 2.4. Restrictions: You may not: (a) sublicense, assign, transfer, distribute or rent the Licensed Product; (b) use, copy or modify the Licensed Product, in whole or in part, except as expressly permitted in this Licence Agreement; (c) Take any action designed to unlock or bypass any restrictions on number of users or access to the Licensed Product; or (d) access any part of the Licensed Product after the end of the Term. There are no implied licenses. You agree not to exceed the scope of the licenses granted herein.
- 2.5. Notices: Notices given by Guestroom Genie to you will be given by email or by conventional mail. Notices will be sent to the email address or mailing address you provide Guestroom Genie as part of this contract, or to updated addresses which you provide Guestroom Genie by notice given consistent with this provision. Notices given by you to Guestroom Genie must be given by email and addressed to info@guestroomgenie.com

3. Duration of the Licence Agreement

- 3.1. Guestroom Genie will provide the Service to the Licensed User subject to payment of the

appropriate fees by the Provider.

- 3.2. This excludes termination of a Licensed User's access to the Licensed Product or Services as outlined by the rest of our terms and conditions. Guestroom Genie reserve the right to terminate any accounts, at any time, as deemed by Guestroom Genie's staff, where the Licensed User has made inappropriate or unreasonable use of any of Guestroom Genie's Licensed Products or Services.

4. Effect of Termination

- 4.1. Upon expiry or termination (for whatever reason) of this Licence Agreement you shall promptly delete all copies of all Licensed Products from all computers and return to Guestroom Genie all other copies of the Licensed Products.

5. Your General Responsibilities

- 5.1. The Services enable you to use the applications provided by Guestroom Genie either on the internet or an intranet basis. Generally, Guestroom Genie will not actively monitor, censor, or directly control any content that is or will be displayed on the applications that you use or information that you collect. Guestroom Genie, however, provides the Services with the goals of (a) ensuring security, reliability and privacy of the Services and the users of the Services, (b) maintaining an image and reputation of Guestroom Genie as a responsible provider of the Services, (c) preserving the value of Internet resources as a conduit for free expression, (d) encouraging the responsible use of Internet resources and discouraging degrading, libellous or illegal uses of such resources. Consequently, Guestroom Genie expects you, and all other users of the Services, to take responsibility in using the our services with courtesy and responsibility.
- 5.2. Violation of any of these guidelines is strictly prohibited and may result in the immediate termination or suspension of the services you receive from Guestroom Genie according to the Licence Agreement. You shall remain solely liable and responsible for your use of the Services and any and all content that you display, upload, download or transmit through the use of the services. "content" includes, without limitation, your online data, documents, and document templates. It is Guestroom Genie's policy to terminate repeat infringers.
- 5.3. Indirect or attempted violations of this Licence Agreement, and actual or attempted violations by a third party on your behalf, shall be considered violations of this Licence Agreement by you.

6. Illegal Or Harmful Use

- 6.1. You may use the Services only for lawful purposes. Transmission, distribution, sale, or storage of any material in violation of any applicable law, regulation, or this Licence Agreement is prohibited. The following non-exhaustive list details the kinds of illegal or harmful conduct are prohibited. Guestroom Genie reserves the rights to restrict or prohibit any and all uses of the Services or content on your applications and to remove such materials from its servers, that Guestroom Genie determines in its sole discretion is harmful to its servers, systems, network, reputation, good will, other Guestroom Genie customers, or any third party.
- 6.2. Infringement. Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.
- 6.3. Offensive Materials. Transmission, disseminating, sale, storage or hosting material that is unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

- 6.4. Export Violations. Posting or sending of software or technical information in violation of U.K. export laws.
- 6.5. Harmful Content. Disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.
- 6.6. Fraudulent Conduct. Offering or disseminating fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes), or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services, including without limitation use of credit card numbers.

7. System And Network Security And Integrity

- 7.1. Violations of Guestroom Genie or any third party's server, system or network security through the use of the Services are prohibited, and may result in criminal and civil liability. Guestroom Genie may investigate incidents involving such violations. Guestroom Genie may involve and cooperate with law enforcement if a criminal violation is suspected. Examples of server, system or network security violations include, without limitation, the following:
 - Hacking. Unauthorized access to or use of data, systems, server or networks, including any attempt to probe, scan or test the vulnerability of a system, server or network or to breach security or authentication measures without express authorization of the owner of the system, server or network.
 - Interception. Unauthorized monitoring of data or traffic on any network, server, or system without express authorisation of the owner of the system, server, or network.
 - Intentional Interference. Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity resulting in the crash of a host. Intentional interference also means the use of any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
 - Falsification of Origin. Forging of any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.
 - Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on the Services such as timing out.
 - Failure to Safeguard Accounts. Failing to prevent unauthorized access to accounts, including any account passwords.

8. E-Mail

- 8.1. You may not distribute, publish, or send any of the following types of e-mail from within any applications provided by Guestroom Genie:
 - Unsolicited promotions, advertising or solicitations (commonly referred to as "spam"), including, without limitation, commercial advertising and informational announcements, except to those who have explicitly requested such e-mails.
 - Commercial promotions, advertising, solicitations, or informational announcements that contain false or misleading information in any form.

- Harassing e-mail, whether through language, frequency, or size of messages.
- Chain letters.
- Malicious e-mail, including without limitation "mailbombing" (flooding a user or Web site with very large or numerous pieces of mail) or "trolling" (posting outrageous messages to generate numerous responses).
- E-mails containing forged or falsified information in the header (including sender name and routing information), or any other forged or falsified information. In addition, you may not use the Guestroom Genie mail server or another Web site's mail server to relay mail without the express permission of the account holder or the Web site. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting) also is explicitly prohibited.

9. Service Level

- 9.1. Service Level: Guestroom Genie endeavours to have the Licensed Product software applications that you subscribe to available for http access 99.9% of the standard working day ("Web Site Availability").
- 9.2. Restrictions: Guestroom Genie does not define Downtime as (i) scheduled maintenance as posted from time to time on our portal system, (ii) your behaviour or the performance or failure of your equipment, facilities or applications, or (iii) you enter Overload Conditions (more than 200Mbytes of transfer per hour), or (iv) circumstances beyond Guestroom Genie's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your Web site.

10. Maintenance and Additional Services

- 10.1. This Licence Agreement does not require you to use the current release level of the Licensed Products. We will not take responsibility for your use of out of date Licensed Products.
- 10.2. Guestroom Genie may, at its option, decide to make Updates available. If so, any additional terms and conditions for obtaining and using them will be notified on Guestroom Genie website.

11. Ownership

- 11.1. The Licensed Products, Original Content and all copies of them consist of proprietary information developed by Guestroom Genie which are and shall remain the exclusive property of Guestroom Genie and you shall have no right, title or interest in them, except as expressly set out in this Licence Agreement.
- 11.2. To assist Guestroom Genie in the protection of its proprietary rights, you shall:
 - 11.2.1. do all such acts and things as Guestroom Genie may reasonably require for the purpose of preserving or perfecting such rights; and
 - 11.2.2. permit representatives of Guestroom Genie to enter upon (at all reasonable times during normal working hours) any premises in which the Licensed Products and/or Original Content are or are reasonably believed by Guestroom Genie, to be kept, stored or used and inspect your records of use of the Licensed Products and Original Content. Guestroom Genie will use reasonable endeavours to minimise disruption to your business activities during such inspection.
- 11.3. You shall not alter or remove any detail of ownership, copyright, trademark or other proprietary

right connected with the Licensed Products and shall reproduce them exactly on any copies.

12. Liability

12.1. In no event shall Guestroom Genie or its suppliers be liable for any loss or damage whatsoever (including, without limitation, special, indirect or consequential damages, damages for loss of profits, interruption, loss of information, or other pecuniary loss) arising out of use or inability to use the Licensed Products, even if advised of the possibility of such loss or damage. Because some jurisdictions do not allow an exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

13. Confidentiality

13.1. Guestroom Genie has imparted and may from time to time impart to you certain confidential information relating to the Licensed Products. You shall use such confidential information solely for the purposes of this Licence Agreement and not disclose, whether directly or indirectly, to any third party, such information other than is required to carry out the purposes of this Licence Agreement. In the event of such disclosure, you will obtain from such third parties duly binding Licence Agreements to maintain in confidence the information to be disclosed to the same extent at least as you are so bound.

14. Force Majeure

14.1. Neither party shall be liable to the other if its performance of its obligations under this Licence Agreement (other than on obligation to pay money) is prevented or hindered due to any circumstances outside its control.

15. Entire Licence Agreement

15.1. The parties have read and understand this Licence Agreement and agree that it constitutes the complete and exclusive statement of the Licence Agreement between them with respect to the subject matter hereof and supersedes all proposals, representations, understandings and prior Licence Agreements, whether oral or written, and all other communications between them relating thereto. The parties irrevocably and unconditionally waive the right to claim damages and/or rescind this Licence Agreement as a result of misrepresentation unless such misrepresentation was made fraudulently.

16. Severability

16.1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Waiver

17.1. No delay or failure of either party in enforcing against the other party any term or condition of this Licence Agreement and no partial exercise by either party of any right hereunder shall be deemed to be a waiver of any right of that party under this Licence Agreement.

18. Variation

18.1. No variation or amendment to this Licence Agreement shall be effective unless in writing signed by authorised representative of Guestroom Genie.

19. Assignment

19.1. Guestroom Genie may assign its obligations under this Agreement to a third party without the Licensed User's consent.

- 19.2. Nothing in the preceding sub-clause shall however prevent the Licensed User from enforcing its rights under this Agreement against Guestroom Genie.
- 19.3. The Licensed User may not assign any of its rights or obligations under this Agreement without the written consent of a Director of Guestroom Genie.

20. Law and Disputes

- 20.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.