

Terms & Conditions

General Terms & Conditions

Local Treasures Hospitality BV / Joonze 2024:01

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The following document describes the terms and conditions which govern the use of the services available at the Joonze website www.Joonze.com. Before using the service, reading, understanding and agreeing to these terms is required.

1. INTRODUCTION TO THE SERVICE

1. Joonze, a company incorporated and operating under the laws of the Netherlands with the Dutch company registration no. 859836265 ('**Local Treasures Hospitality BV**') operates and provides a website www.joonze.com featuring a cloud-based software that facilitates and enhances the successful use of travel, booking and system use for properties providing stay, experiences and hospitality for both brands and consumers (the '**Service**').

2. CONTRACT

1. These general terms and conditions (the '**Terms**') apply between Joonze and the individual or entity (the '**Customer**') that has registered an account on the Joonze website, or contracted by means of contracting and thereby concluded an agreement (the '**Registration Agreement**') according to which Joonze is to provide the entire or parts of the Service for the Customer's access via the Internet. A Registration Agreement may also be concluded after agreeing to register for the Service with Joonze representatives. In the event of inconsistencies between the Registration Agreement and the Terms, the Registration Agreement will take precedence.
2. If Customer registers a Joonze account on behalf of a client, company, organization, entity, or brand (a '**Hotel/Affiliate**,' and such account a '**Hotel Account**'), the term 'Customer' used throughout the Terms, apply to both. This Customer represents and warrants that Customer is authorized to grant all permissions and licenses provided in the Terms and to bind the represented to the Terms. If Customer creates a Brand Account, the term Customer also encompasses all Users which the Brand grants access to the Service.
3. When using particular features of the Services, Customer is also subject to any posted guidelines, terms or rules applicable to such Services.

3. LICENSE

1. Joonze grants the Customer a non-exclusive, time limited, non-transferable, non-sublicenseable worldwide paid or unpaid license to use the Service for the term and number of Users set out in the Registration Agreement. The license may only be used for the Customer's internal purposes. For the avoidance of doubt, the license does not include the Customer's performance of services for the benefit of third parties, nor the use by the Customer's Affiliates. The license is valid as long as the Customer has a registered subscription and has paid any and all relevant license fees.
2. Third party software (for example, open source software libraries) included in the Service are made available to the Customer under the relevant third party software library's license terms.
3. The License is a paid commission based or license subscription where the subscription period is set out in the Registration Agreement. Joonze reserves the right to automatically renew the subscription for each new subscription period, unless a written notice of termination is issued by Customer prior to any renewal period.

4. REGISTRATION

1. The Service is only available to authorized representatives of legal entities and to non-consumer individuals who are at least 18 years old.
2. The Customer shall ensure that correct User details are registered for each User that is granted access to the Service. The registration information provided for both Costumer and Users must be accurate, complete and current at all times. Failure to do so constitutes a breach of the Terms. The Costumer may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than the Costumer without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

5. CUSTOMER'S OBLIGATIONS

1. The Customer shall use the Service in accordance with the Agreement, instructions from Joonze and applicable laws, rules and regulations. The Customer shall ensure that each of its Users accepts and complies with the Terms as well as the Joonze Privacy Policy and Cookie Policy, which is available at <https://www.Joonze.com/privacy-policy> ('Privacy Policy') and <https://www.Joonze.com/cookie-policy> ('Cookie Policy'). The Customer is responsible for the conduct of its Users.
2. The Customer is solely responsible for managing authorizations, passwords and configurations of individual Customer Users. Accounts for individual Users may not be shared across several Users. The Customer is solely responsible and liable for all access to and all actions and activities conducted while using the Service. The Customer shall immediately inform Joonze about any suspected unauthorized use of any User account or any other breach of security.
3. The Customer undertakes to provide Joonze with the necessary data from the Customer's social media channels upon login, and to grant Joonze access to the Customer's social media channels as necessary and essential for Joonze to compile and provide the Customer and potential collaborators with validated data.
4. The Customer shall be responsible for obtaining and maintaining all hardware, software, communications equipment and network infrastructures required to access and use the Service.

6. USER CONTENT

1. The Service includes functions for automated uploading of selected content from Customer's entered information or social media channels (which may include, for example, images, text, messages, information, descriptions and compilations, and/or other types of content) ('User Content'). Joonze will upload selected User Content from the Customer's information entered and social media accounts supported by the Service at the given time. Unless otherwise agreed between the Parties, Joonze undertakes to host uploaded Content from the Customer's social media accounts.
2. Customer warrants that User Content as such as well as its use by Joonze: (i) does not violate the Agreement or any other rights set forth within the Agreement, applicable law, or the intellectual property, publicity, personality, or other rights of others or imply any affiliation with or endorsement of Customer or User Content by Joonze or any brand, entity or individual without express written consent from Joonze or such individual, brand or entity, (ii) does not contain offensive material and does not contain malware of any kind, (iii) that the Customer owns or has the right to post such User Content.
3. Customer is solely responsible for all User Content that is being posted. Joonze is not responsible for User Content nor does it endorse any opinion contained in any User Content. Customer agrees that if anyone brings a claim against Joonze related to User Content that the Customer posts, then, to the extent permissible under local law, Customer will indemnify and hold Joonze harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of such claim.
4. Joonze may, but has no obligation to, monitor, review, and/or edit uploaded User Content. However, Joonze reserves the right to remove or disable access to any User Content for any or no reason, including User Content that Joonze, in its sole discretion, consider to be in violation of the Agreement. Joonze may take the foregoing actions without prior notification to Customer

or any third party.

7. USE OF THE SERVICE

1. Customer will use the Service in accordance with the Agreement and, but not limited to, any other instruction from Joonze, or of any applicable local or international law, regulation or code of practice. In particular, the Service may not be used (i) for any other purpose than which it is intended, including to transmit, upload or post any computer viruses or other harmful files or codes; (ii) in any way so that the functionality of the Service is impaired, or in any way that is damaging or disruptive to the other customers using the Service; (iii) to defame, abuse, harass, threaten, otherwise violate the legal rights of others, including Joonze, or be involved in any other activity that might harm Joonze, the Service in any way.
2. Joonze does not accept any Customers operating within or related to: (i) porn, (ii) weapons, and (iii) advertising to children (strictly not under 13 years of age).

8. TERM AND TERMINATION

1. The Agreement shall enter into force upon Customer's acceptance of the Registration Agreement. The term of the Customer subscription is set out in the Registration Agreement (the '**License Term**'). At the end of each License Term, the Agreement will automatically renew for a renewal term equal to the original License Term, unless terminated earlier. Subject to termination by either party, automatic renewal will continue indefinitely. The Customer may cancel its subscription at any time in writing with effect at the end of the current License Term, before a new subscription period is automatically renewed.
2. Besides as provided for elsewhere in the Agreement, either party shall be entitled to terminate the Agreement by written notice to the other party if (i) the other party has committed a material breach of the Agreement and does not, where possible, fully rectify such breach within thirty (30) days of the other party giving written notice thereof; or (ii) the other party is declared insolvent, is subject to an application or order of bankruptcy or company reorganization, suspends its payments or otherwise can be presumed to be insolvent.
3. Should the Customer, or any of its Users, use the Service in violation of the Agreement Joonze is also entitled to, at its discretion and cumulatively: i) delete any Content produced by the Customer, ii) suspend and/or terminate the Customers account and/or individual User accounts iii) terminate the Agreement, and iv) receive a reasonable compensation for its losses connected to the Customer's violation. Joonze also reserves the right to directly limit the use of or access to the Service and to block, restrict or delete any Content at any time, for any reason and without liability, if such use, access or Content constitutes or may constitute i) a violation of the Agreement in general or of any applicable local or international laws, rules or regulations, or ii) a risk of harming Joonze's trademarks, goodwill and/or reputation.
4. In the event that Joonze withdraws the Service, Joonze may also terminate the Agreement.
5. If Joonze or Customer terminates the Agreement, or if Joonze suspends Customer access to the Service, Customer agrees that Joonze shall have no liability or responsibility to Customer, and Joonze will not refund any amounts that Customer have already paid.

9. PERSONAL DATA AND PRIVACY

1. Any processing of personal data under the Agreement is governed by the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. If nothing else is stated in the Agreement with regard to processing of personal data, the terms defined in applicable Data Protection Law shall have the same meaning when used in the Agreement.
2. Where Joonze processes personal data, Joonze shall be deemed the Controller of such Personal Data, and any sub-contracting party involved in processing of such Personal Data shall be deemed to be the processor of such Personal Data. Purpose and legal basis of processing of Personal Data is further described in the Privacy Policy and Cookie Policy, which can be found on the Joonze website.

10. USE OF DATA

Customer Data

10.1. The Customer acknowledges and agrees that Joonze shall have the right to use and share Aggregated Data within the Service to optimize the Service, including the compilation of statistics and other marketing information and finally to improve, develop and modify the Service, all in order to create better business opportunities for the Customer and all other customers of the Service. Customer Data will not be used by third parties, be subject to transfer outside the Service or in any other way be used outside the Service except as provided elsewhere in the Agreement.

Creation and use of Aggregated Data

10.2. Joonze shall have exclusive control of the creation and use of Aggregated Data, as well as the purpose for which such may be handled. Joonze makes no warranty that any particular Customer Data will or will not be used for the purpose of creating Aggregated Data. The Customer agrees that Joonze may make such Aggregated Data publicly available, provided it: 1) does not contain any personal identifiable information; and 2) is not compiled using a data set narrow enough to make the underlying data identifiable. Joonze and/or its licensors own all right, title and interest in and to the Aggregated Data and all related software, technology, documentation, and content provided in connection with the Aggregated Data, including all intellectual property rights of the foregoing. To the extent applicable, the Customer hereby transfers all Intellectual Property Rights to the Aggregated Data to Joonze, including the right to change it and transfer it.

Warranties and acknowledgements in relation to Customer Data

10.3. Customer warrants that:

- (a) Customer has executed and will maintain all necessary rights, licenses, consents and other applicable authorizations for the lawful right to transfer Customer Data to Joonze for processing, for the purposes set forth in the Agreement;
- (b) Customer shall comply with the applicable Data Protection Law in all respects, and at all times; and
- (c) Customer Data transferred to Joonze is accurate and up to date, and that Customer assumes the sole responsibility for the legality, reliability, integrity, accuracy and quality of such transferred Customer Data;

10.4. Joonze warrants that:

- (a) Joonze shall process Customer Data only as set forth by the Agreement; and
- (b) Joonze shall process Customer Data for no other reasons than set out in the Privacy Policy, including for the purpose of compiling and using Aggregated Data in the fashion set forth by the Terms, and as necessary for provision of the Service.

11. CANCELLATION OF HOTEL RESERVATIONS

11.1. If you do not cancel or change your reservation before the cancellation policy period applicable to the hotel you reserved, which varies by hotel prior to your date of arrival, you will be subject to a charge of applicable nightly rates, tax recovery charges and service fees. In the event you do not show for the first night of the reservation and plan to check-in for subsequent nights in your reservation, you must confirm the reservation changes with Joonze or the hotel directly. The fee shall be paid either by credit card or by invoice, as elected by the Customer in the Registration Agreement. Unless otherwise stated in the Registration Agreement, the license fee is paid annually in advance.

11.2. The Customer shall pay all invoices within fifteen (15) days after the invoice date. Interest on overdue payments shall accrue according to the Dutch Interest Act and collection fees will be charged when

applicable.

11.3. Joonze reserves the right to change any fees at any time. It is the Customer's responsibility to stay informed of any changes to applicable fees. Any new and/or amended fees will apply immediately after the change has been duly posted on Joonze's website, in the Service or otherwise communicated to the Customer in writing, e.g. through e-mail.

11.4. The Customer agree to pay any cancellation or change fees that you incur. In limited cases, some hotels do not permit changes to or cancellations of reservations after they are made, as indicated in the Terms of Use and restrictions for the hotel reservation. You agree to abide by the terms and conditions imposed with respect to your hotel reservations.

11.5. In case an individual User or Customers account is terminated by Joonze or terminated by the Customer, Joonze will make no refund in regard to any remaining fees.

12. CUSTOMER SUPPORT

12.1 For customer support with account-related and payment-related questions (**'Customer Support Queries'**), please submit a ticket to the Customer Service department using the contact form on the Service. Joonze will use reasonable endeavors to respond to all Customer Support Queries within a reasonable time frame but makes no promises to respond within any particular time frame and/or that Joonze will be able to answer any such queries at all.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. The Service and its original content, features, functionality and design patterns and elements are and will remain the exclusive property of Joonze. All Joonze trademarks, service marks, trade names, logos, domain names, and any other features of the Joonze brand are the sole property of Joonze or its licensors. The Agreement does not grant Customer any rights to use any Joonze brand features whether for commercial or non-commercial use, without written consent. The Customer's use of the Service is limited to the rights granted to the Customer under the Agreement. Intellectual property owned by Joonze may not be used in connection with any other product or service without the prior written consent of Joonze.

13.2. The Service or any portion thereof may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any purpose inconsistent with the limited rights granted to the Customer under the Agreement. The Customer shall not copy, modify, create derivate work, reverse engineer or otherwise attempt to discover any source code the Service.

14. THIRD PARTY APPLICATIONS

14.1. The Service is integrated with or may otherwise interact with third party applications, websites, and services (**'Third Party Applications'**) to make the Service available to the Customer. These Third Party Applications may have their own terms and conditions of use and privacy policies and the Customer's use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. The Customer understands and agrees that Joonze does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction Customer may enter into with the provider of any such Third Party Applications, nor does Joonze warrant the compatibility or continuing compatibility of the Third Party Applications with the Service. Joonze has no obligation or liability arising from or related to Third Party Applications or the content thereof made available through or in connection with the Service, and Customer's sole and exclusive remedy, as with respect to Joonze, for any problems or dissatisfaction with Third Party Applications or the content thereof, is to uninstall and/or stop using any such Third Party Applications.

14.2. In addition, Joonze makes no representation nor does it warrant, endorse, guarantee, or assume responsibility for any Third Party Applications (or the content thereof), User Content or any other service advertised, promoted or offered by a third party on or through the Service or any hyperlinked website, or featured in any banner or other advertising and Joonze is not responsible or liable for any transaction between Customer and third party providers of the foregoing.

15. DISCLAIMER

15.1. The Customer use of the Service is at its own risk. The Service is provided on an “as is, as available” basis. Joonze expressly disclaims all warranties, including the warranties of merchantability, title, fitness for a particular purpose and non-infringement. Joonze disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or in any way related to (i) any errors in or omissions from the Service, including, but not limited to, technical inaccuracies and typographical errors, (ii) third party communications, (iii) any third party websites or content directly or indirectly accessed through links in the Service, including but not limited to any errors or omissions, (iv) the unavailability of all or any part of the Service, (v) Customers use of the Service, or (vi) Customers use of any equipment or software in connection with the Service.

15.2. Joonze reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Service, with advance notice where possible, all without liability to the Customer.

15.3. No advice, information, recommendation and/or instruction whether oral or in writing obtained by Customer from Joonze or any of Joonze’s employees on how to use the Service shall be considered as consultation or advice in each specific case, and thus shall not create any warranty on behalf of Joonze. Joonze is therefore not responsible for any outcome or result of such recommendations and/or instructions

15.4 Most travel, including travel to international destinations, is completed without incident, however travel to certain destinations may involve greater risk than others. Joonze urges travelers to review <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> travel website for, announcements, warnings or prohibitions, or other travel related information prior to booking hotel reservations for hotels located in international destinations. By recommending hotels in particular countries and regions, Joonze does not represent or warrant that travel to such destinations is advisable or without risk and is not liable for damages or losses that may result from travel to such destinations. Disputes: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

16. INDEMNIFICATION

16.1. The Customer shall indemnify and hold Joonze harmless with respect to all direct and indirect liability, losses, damages, costs or expenses caused, arising out of, or in connection with (i) the Customer’s negligence, (ii) the Customer’s breach of the Agreement, or (iii) the Customer’s misuse of the Service.

17. LIMITATION OF LIABILITY

17.1. The Customer agrees that Customer’s sole and exclusive remedy for any problems or dissatisfaction with the Service is to discontinue use of any Joonze software and/or to stop using the Service. Except as otherwise provided by law, neither Joonze nor any of its affiliates, parents, subsidiaries, authorized distributors, directors, shareholders, employees or agents shall be liable for any loss, injury, claim, liability, or damage of any kind resulting from Customer’s use of the Service, any facts or opinions appearing thereon, or the Services. Joonze shall not be liable for any special, direct, indirect, incidental, punitive or consequential damages of any kind whatsoever (including, without limitation, attorneys’ fees) in any way due to, resulting from, or arising in connection with the use of or inability to use the Services. To the extent the foregoing limitation of liability is prohibited or fails of its essential purpose, Joonze’s sole obligation to Customer for damages shall be limited to the amount paid in commission or fees by Customer to Joonze for

the Service during the twelve 12 months before the damages occurred.

18. CONFIDENTIALITY

18.1. The Customer shall not disclose Confidential Information to a third party that the Customer receives from Joonze within the framework of the Agreement.

18.2. In this Agreement ‘**Confidential Information**’ means all information about the Service and all other information – technical, commercial or of another nature – regardless of whether or not the information is documented, with the exception of: (i) information that is in the public domain or enters the public domain in a way other by a breach of the Agreement, (ii) information that the Customer was already aware of before the Customer received it from Joonze, (iii) information that the Customer received from a third party without being bound by confidentiality in relation to the information, and (iv) information that the Customer is liable to disclose according to law, ordinance, court decision or stock exchange regulations or the like.

18.3. In cases referred to under (iii) above, the Customer is not entitled to disclose to outsiders that the same information was also received from Joonze within the framework of the Agreement.

19. ENTIRE AGREEMENT

19.1. Other than as stated in this Clause 18 or as explicitly agreed in writing between the Parties, the Agreement constitutes all terms and conditions agreed between the Parties and supersedes any prior agreements in relation to the subject matter of this Agreement, whether written or oral.

20. SEVERABILITY, WAIVER, AND INTERPRETATION

20.1. Unless as otherwise stated in the Agreement, should any provision of the Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the extent permitted by law.

20.2. Any failure by Joonze or any third party beneficiary to enforce the Agreement or any provision thereof shall not waive Joonze’s or the applicable third party beneficiary’s right to do so.

20.3. As used in these Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation.”

21. FORCE MAJEURE

21.1. The parties shall be relieved from any liability for any delay or failure to perform any obligation under the Agreement during such period and to the extent that the due performance thereof by either of the parties is prevented by reason of any circumstance beyond the reasonable control of the party (‘**Force majeure**’), such as, but not limited to, war, warlike hostilities, labor disturbances, fire, flood, or other circumstances of similar importance, to include cancellations because of Covid-19.

21.2. The party desiring to invoke an event of Force majeure shall as soon as possible provide the other party with a written notice.

21.3. If the performance of the Agreement is severely hindered for a longer period than three (3) months due to a Force majeure event, either party shall be entitled to terminate the Agreement with immediate effect. Upon termination due to a Force majeure event, each party shall bear its own costs incurred by the termination.

22. CHANGE AND ASSIGNMENT

22.1. Joonze may at its sole discretion, at any time and for any reason, in whole or in part, amend the Agreement by publishing the amended version on the Joonze website. The amended Agreement shall automatically be effective upon publishing. Customer is responsible for reviewing and becoming familiar with any such modifications. Using the Service constitutes acceptance of the Agreement as modified. In addition, when using particular features of the Services, Customer is subject to any posted guidelines, terms or rules applicable to such Services.

22.2. Neither the Agreement nor any obligation or right hereunder may be assigned or transferred by the Customer without the prior written consent of Joonze.

22.3. Joonze may at any time assign, transfer or subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement or any part thereof.

23. GOVERNING LAW AND DISPUTE RESOLUTION

23.1. The Agreement shall be construed in accordance with and governed by Dutch law without regard to its conflict or choice of law principles. Disputes arising in connection with the Agreement shall be settled by arbitration administered by the Arbitration Institute of the Netherlands Arbitrage Institute (the 'NAI'). The seat of arbitration shall be Rotterdam. The language to be used in the arbitral proceeding shall be English.

23.2. The Rules for Expedited Arbitrations shall apply, unless the NAI in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the NAI shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

24. DEFINITIONS

24.1. Any reference here to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument, together with all the rules and regulations made under them as from time to time amended. Capitalized terms in this Agreement are defined in the way ascribed below and said list of definitions also contains certain principles of interpretation. All capitalized terms in singular shall have the same meaning in plural and vice versa:

'Aggregated Data' means data derived from Customer Data.

'Affiliates' means an entity, with respect to a party, which from time to time is directly or indirectly controlling, controlled by or under common control with such first-mentioned Part. 'Control', in this definition, means shall mean the ability, directly or indirectly, to direct or control the management of policies of another entity, whether through ownership, contract or otherwise.

'Agreement' means these Terms, the Registration Agreement, the Privacy Policy and Cookie Policy.

'Content' means all texts, graphics, videos, pictures and all other information, such as the User generated ads, that the Customer, Users or anyone else uploads and/or publishes or in other ways makes available via the Service.

'Customer Data' means all data provided to Joonze by the Customer via, or in relation to the Services, which the parties recognize may contain personal data of the Customer and/or Users.

'Data Protection Law' or 'DPL' means all applicable laws, regulations and codes of conduct which relate to the protection of personal data and privacy, including, but not limited to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).

‘Intellectual Property Rights’ means any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction whether existing now or acquired hereafter including any application or right to apply for registration of any of these rights.

‘Personal Data’ means all types of information that directly or indirectly can be attributed to a living physical person and which is processed by or on behalf of Joonze under the Agreement.

‘User’ means any authorized user of the Service which, depending on the context, may include either the Customer, the Customers Users or both.