

## General Terms and Conditions

of the private company with limited liability Guest & Co BV, hereinafter referred to as "Guest & Co", located at Spinozastraat 45 H, 1018 HJ Amsterdam, established on 15-08-2024 and registered with the Chamber of Commerce in Amsterdam under number 94713308.

### Article 1. Definitions

In these General Terms and Conditions, the following definitions apply:

- Client:** A legal entity that uses the Service(s) provided by Guest & Co.
- Service(s):** The various services offered by Guest & Co.
- Subscription:** An agreement under which the Client receives Service(s) from Guest & Co.

### Article 2. Applicability

- 2.1 These General Terms and Conditions apply to the provision and use of the Service(s) of Guest & Co by the Client, in the broadest sense of the word.
- 2.2 The invalidity of any provision of these General Terms and Conditions does not affect the validity of the remaining provisions. Any deviations from these General Terms and Conditions must be agreed upon in writing.
- 2.3 If any provision is declared invalid, the remaining provisions remain in full force and effect. The invalid provision will be replaced by a new provision that most closely reflects the original intent.
- 2.4 In addition to these General Terms and Conditions, separate terms regarding the General Data Protection Regulation (GDPR) will be provided. The Client acknowledges that the GDPR terms form an integral part of the agreement and the General Terms and Conditions. By signing the agreement, the Client confirms they have reviewed and agreed to the General Terms and Conditions, the GDPR terms, and the agreement.

### Article 3. Service(s) of Guest & Co

- 3.1 Guest & Co provides the following Services to the Client. A current overview of the Service(s) is available on the website [www.guestco.com](http://www.guestco.com). Guest & Co reserves the right to modify its service offerings at any time. The Client may utilize one or more Services via a Subscription:
- **Digital Marketing**, which includes advice and execution in the following areas: SEO, Conversion Optimization, Social Media Consulting, Content Marketing, CPC Advertising, Email Marketing, Web Analytics, Usability Research, Reputation and Competitor Analysis, Performance Marketing (Google Business, Data Analysis), Technical Marketing, Reporting.
  - **Search Engine Advertising**, which includes:
    - Setting up, offering, and managing Metasearch campaigns on platforms such as Google Hotel Ads, Trivago, Tripadvisor, Kayak, etc.
    - Setting up and managing sponsored social media campaigns across various platforms.
    - Setting up and managing branded keyword campaigns across various platforms.
    - Reporting, billing, advice, and optimization to facilitate the campaigns.
- 3.2 For the use of each Service from Guest & Co, a separate agreement must be signed. The terms of these agreements are always subject to these General Terms and Conditions unless explicitly agreed otherwise.

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### Article 4. Subscription

- 4.1 The Client uses Guest & Co's Service(s) under a fixed monthly Subscription. This Subscription is for a one-year term and will be automatically renewed for successive one-year terms unless terminated in writing. If other terms are specified in the additional conditions of the Service(s), those terms will apply. The Subscription begins on the date of signing and must be canceled in writing at least two months before the end of the term.
- 4.2 The Subscription grants the Client the right to use Guest & Co's Service(s), but the Client does not have the right to rent, lease, sublicense, transfer, assign, or make the Service(s) available to third parties.
- 4.3 If a Service is delivered to the Client, the billing of the Subscription will start. The start date will be mentioned on the first (start) invoice as the Subscription start date (Delivery Date of the Service). If the delivery of a Service is delayed due to the Client's failure to provide necessary information requested by Guest & Co, Guest & Co is entitled to begin billing for the Service 31 days after the Subscription signing date.
- 4.4 Payment of the Subscription is made semi-annually in advance. The first invoice will be issued on the Subscription start date, with subsequent invoices following every 6 months. Invoices must be paid within 14 days.
- 4.5 Invoices must be paid within 14 days from the invoice date. If payment is not received on time, Guest & Co will send a reminder. If payment is not made after the first reminder, a second reminder will be sent. If payment is still not made after the second reminder, Guest & Co is entitled to transfer the outstanding invoice to a collection agency. All additional costs, including collection fees, legal fees, and interest, will be fully borne by the Client.
- 4.6 Guest & Co may increase the monthly amount once per year, with a maximum increase of 15%. Increases will take effect on January 1 of each year. If the increase exceeds 7.5%, it will be announced by email at least two months in advance.
- 4.7 The Client grants Guest & Co one free overnight stay per membership year, upon Guest & Co's request and subject to availability. The purpose is for Guest & Co to familiarize itself with the Client's accommodation to optimize the hotel marketing services.
- 4.8 Guest & Co reserves the right to terminate the Subscription at any time by providing two months' written notice via email, without owing the Client any compensation.
- 4.9 The Client may terminate the Subscription by providing written notice via email to [patrick@guestco.com](mailto:patrick@guestco.com), at least two months before the end of the agreement. Guest & Co will confirm the termination within 5 business days via email.
- 4.10 Without explicit written termination by the Client, this agreement will be automatically renewed for successive one-year periods.
- 4.11 Both parties may terminate the Subscription with immediate effect in the event of a material breach. A material breach occurs when one party fails to meet its obligations, after being notified in writing via email, and does not remedy the breach within a reasonable period. Termination will be communicated in writing via email.
- 4.12 Guest & Co may suspend or terminate the Subscription without notice or compensation if:
- The Client files for bankruptcy or dissolution.
  - The Client fails to pay the subscription fees.
  - There is a change in control over the Client's business.
  - The Client engages in conduct that damages Guest & Co's reputation, intellectual property rights, or business.
- 4.13 Upon termination, all Services delivered by Guest & Co before the termination date must be paid for by the Client. Suspension of obligations by the Client is only permitted if the Client's obligations are directly related to Guest & Co's failure to meet its obligations.

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- 4.14 Upon termination, the Client will not be entitled to any form of compensation, including damages, investments, or loss of future income.
- 4.15 The provisions related to intellectual property rights, liability, warranties, and dispute resolution will survive termination.

### **Article 5. Liability**

- 5.1 Guest & Co acts solely as a provider of hotel marketing services and cannot be held liable for any damage, direct or indirect, resulting from its work for the Client. This includes, but is not limited to, loss of revenue, lost profits, reputational damage, or any other consequential damage. The Client indemnifies Guest & Co against all third-party claims related to the services provided by Guest & Co.
- 5.2 If, notwithstanding the provisions of Article 5.1, Guest & Co is found liable for any damage, the total liability of Guest & Co to the Client is limited to the amount of subscription fees paid by the Client in the year in which the damage occurred.
- 5.3 During a force majeure event, Guest & Co's obligations are suspended. If the force majeure event lasts longer than 31 days, either party may terminate the agreement without liability. Compensation for damages will never exceed the amount covered by Guest & Co's insurance policy.
- 5.4 Force majeure includes: war, civil unrest, natural disasters, strikes, terrorism, restrictive government measures, server downtime, unforeseen supplier issues, or any other circumstances beyond Guest & Co's control.
- 5.5 If Guest & Co has partially fulfilled its obligations at the time of the force majeure event, it is entitled to invoice the fulfilled portion of the Service(s).

### **Article 6. Intellectual Property**

- 6.1 Unless otherwise indicated, all rights, including intellectual property rights, to the Service(s) are owned by Guest & Co or its affiliates.
- 6.2 The Client grants Guest & Co the right to use the Client's brand, images, and other intellectual property during the performance of hotel marketing services. This right is limited to the duration of the collaboration and for marketing purposes only. The Client guarantees that all materials provided to Guest & Co (e.g., text, images, content) do not infringe on the intellectual property rights of third parties. The Client assumes full responsibility for the accuracy and legality of these materials. Guest & Co will not be held liable for any third-party claims related to the use of Client-provided materials. The Client indemnifies Guest & Co against all such claims.

### **Article 7. Disputes and Applicable Law**

- 7.1 This Subscription, the Service(s), and/or these General Terms and Conditions are governed by Dutch law, as are all disputes arising from or related to the use of the Service(s).
- 7.2 Any disputes arising from or related to the Subscription, the use of the Service(s), and/or these General Terms and Conditions will be exclusively resolved by the competent court in Amsterdam, the Netherlands.