

# MASTER TERMS AND CONDITIONS

Version: 5.0., Effective date: February 26, 2025

This Master Terms and Conditions applies to all Partners who executed an agreement with Mews on or after February 26, 2024 and who are not subject to Master Terms and Conditions 4.0 (MTC 4.0). The Master Terms and Conditions is a dynamic document and may be updated periodically, with such updates becoming effective as specified in the applicable version of the terms.

MTC 4.0 (available at <https://www.mews.com/en/legal>) applies only to Partners who executed an agreement with Mews for the provision of Mews Services prior to February 26, 2025, unless otherwise specified in their Agreement. MTC 4.0 is the only historical version of the Master Terms and Conditions that Mews maintains.

## 1. Initial Provisions

- 1.1. This Master Terms and Conditions applies to all Partners who have executed an agreement with Mews on or after February 26, 2024 and who are not subject to Master Terms and Conditions 4.0. Master Terms and Conditions 4.0 (available at <https://www.mews.com/en/legal>) applies only to Partner(s) who executed an agreement with Mews for the provision of Mews Services before February 26, 2025, unless otherwise specified in their Agreement. This version of the Master Terms and Conditions replaces all prior versions, except for Partners who remain subject to MTC 4.0.
- 1.2. Where applicable, these Master Terms and Conditions shall apply to all Agreements concluded between Mews and Partner and to whomever is using services provided by Mews and/or has access to Mews Platform.
- 1.3. These Master Terms and Conditions are published on the Mews website and form an integral part of the Agreement.

## 2. Definitions

- 2.1. In these Master Terms and Conditions, unless the context requires otherwise, the capitalised words and expressions shall have the meanings defined in Schedule 1 - Definitions.

The headings and structure of these Master Terms and Conditions, as well as any examples provided under certain clauses, if any, shall not affect their interpretation.

## 3. Mews Services

- 3.1. Mews Services. Subject to these Master Terms and Conditions, Mews shall make the Mews Platform available to the Partner for the Subscription Term and provide the Partner with other Mews Services as specified in the Agreement and subject to Clause 3 hereof within the Territory. Partner shall pay Mews the Fees set forth in the Agreement in accordance with Clause 5 of these Master Terms and Conditions.
- 3.2. Authorisation. Unless otherwise specified in the Agreement, the Partner hereby appoints Mews as limited agent with respect to booking accommodation and other Partner Services provided by Partner to Customers for the Subscription Term, subject to limitations as stipulated herein. Mews shall enable publishing Listing of the Partner via Mews Platform, Partner's offer of accommodation, and other Partner Services.
- 3.3. Availability. Mews Services shall be made available by Mews for the Subscription Term subject to any unavailability caused by circumstances beyond Mews' reasonable control, including any Force Majeure Events, any computer, communications, internet service, or hosting facility failures, delays involving hardware, software, power, or other systems not within Mews' possession or reasonable control. Mews Services may be temporarily limited or interrupted due to maintenance, repair, modifications, upgrades, or relocation.
- 3.4. Service Level Agreement. The Service Level Agreement available at <https://www.mews.com/service-level-agreement> applies to the Agreement.
- 3.5. Mews Account. As part of the registration process, the Partner shall identify username(s) and email contact(s) for the Mews Account and subsequently shall set up password(s).
- 3.6. Unauthorized Access. The Partner is obliged to keep its access details confidential and secure. Mews shall not be liable for any damage caused by misuse or unauthorised disclosure of access details or unauthorised access to the Mews Account by any third party.

- 3.7. Equipment. The Partner shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use Mews Services including but not limited to modems, hardware, servers, software, operating systems, and networking and web servers (“**Equipment**”). The Partner shall be responsible for maintaining the security of the Equipment and for any use of the Equipment.
- 3.8. Subcontractors. Mews may also use subcontractors to provide certain parts of Mew Services. Mews shall be liable for the acts and omissions of its subcontractors to the same extent Mews would be liable if performing the services of each subcontractor directly under the terms of the Agreement except as otherwise set forth in the Agreement.
- 3.9. Changes to Mews Services. Without limiting any other terms herein, as a part of on-going development of Mews Services, Mews reserves the right in its sole discretion to add, change, discontinue or otherwise modify any elements and features to the Mews Services specified in the Agreement, including changes to Mews Platform. If any change materially degrades the provided Mews Services (e.g. if a material feature is removed from the applicable Mews Services package provided to the Partner), Mews will notify the Partner and Clause 14.8 hereof will apply.
- 3.10. Mews Add-ons. The Partner may purchase Mews Add-ons through Mews Marketplace or by other means as offered by Mews subject to the Fees for Mews Add-on as set forth by Mews. The Fees for Mews Add-on are payable on monthly basis, unless different billing cycle is specified by Mews, and always set in EUR. For the sake of clarity, Mews Add-ons purchased are coterminous with the Subscription Term and cannot be cancelled within the Subscription Term. Mews Add-ons shall renew automatically pursuant to Clause 14.1 herein. Any currency conversion under this clause shall be calculated based on the currency exchange rate published by Open Exchange Rates (available at <https://openexchangerates.org/>) between 12:00am and 1:00am (CET/CEST) on the invoice date. Mews may remove any Mews Add-on and/or update any Mews Add-on at any time and at its sole discretion.
- 3.11. Trial period for Mews Add-on. Some Mews Add-on may be offered free of charge for a trial period as specified for the given Mews Add-on. Within the trial period, the Partner is entitled to cancel its purchase (via the respective features of Mews Platform or any applicable means afforded by the Agreement) of given Mews Add-on any time via the respective feature of Mews Platform. Upon expiration of the trial period, the Partner deemed to have accepted all terms applicable to the Mews Add-on and is obliged to pay the Fees for Mews Add-on.

#### **4. Listing, Confirmation & Partner Services**

- 4.1. Listing. Partner is in full control and is therefore fully responsible for the uploaded availability of accommodation or other Partner Services and upload of up-to-date versions of terms and conditions governing Partner Services to Mews Platform. Accordingly, Partner represents and warrants that the uploaded available Partner Services and any Partner content made available through Mews Platform (i) will not breach any agreements made by the Partner with any third party, (ii) will be in compliance with all applicable Legislation, and (iii) do not conflict with the rights of any third parties. Mews is entitled, at any time, without any prior notice, and at its sole discretion, to remove or disable access to any available Listing and any Partner content uploaded to Mews Platform if it considers it to be objectionable for any reason, especially if it breaches applicable laws and regulations.
- 4.2. Confirmation. Upon Customer’s request for reservation of the Partner Services via Mew Platform, Mews is entitled to confirm such reservation to the Customers on behalf of Partner, provided the requested Partner Services are available and all specified requirements of relevant Partner’s Listing have been fulfilled by Customer’s reservation. Mew shall provide the details of the Customer and Customer’s request to the Partner. The Partner shall not charge the Customer a higher price for request Partner Services than the price specified in the reservation request.
- 4.3. Partner Services. Partner is solely responsible for providing Partner Services to its Customers and for (i) serving any bookings or other Partner Services confirmed via Mews Platform, (ii) any cancellations of any confirmed Partner Services order, and (iii) the Partner’s refunds policy.
- 4.4. Indemnification. The Partner will fully indemnify, defend, and hold harmless Mews against all liabilities, losses, costs, damages, demands and expenses of any kind arising from, or in connection with, (i) the provision of accommodation and any other Partner Services, (ii) cancellation of any confirmed Partner Services order by the Partner, (iii) the Partner’s refunds policy.

#### **5. Fees and Payment Terms**

- 5.1 Fees. The Partner shall pay to Mews all Fees specified in the Agreement. Unless otherwise specified in the Agreement, Platform Recurring Fees and One-time Fees must be prepaid in advance prior to the Start Date. Changes to the scope of Mews Services made through the Mews Platform may affect the amount of Platform Recurring Fees payable hereunder. Payment obligations are non-cancellable and non-transferrable and paid Fees are non-refundable.

5.2 Spaces and Bookable Services are defined by reference to type of space(s) or bookable services offered by the Partner to its Customers as follow:

- (i) Spaces are services offered by Partner to its Customers based on bookable sleep spaces. Examples include, individual rooms, individual beds (in the case of a hostel or similar multi-bed per room property), apartments, villas;
- (ii) Bookable Services are bookable services offered by Partner to its Customers where the service provided is offered in allocations based on variables of time. Examples include, car parking spaces, meeting rooms, or desk space allocation in co-working environments;

Mews may add or revise the Spaces and Bookable Services definitions in this Clause 5.2 at any time without prior notice except in the event of a change that would increase the applicable Platform Recurring Fees, and in such an event, Partner shall be notified by Mews in accordance with Clause 5.5. hereof. The Partner is not allowed to set up Spaces and Bookable Services, which would differ from Partner's official offering to its Customers.

5.3 Payment terms. All Fees shall be paid as specified in the Agreement. The Partner agrees payment of any Fees will be taken from the Sub-Merchant Account. If specifically agreed in the Agreement, Mews (or its Payment Services Provider and/or Member if applicable) shall be authorized to withdraw the respective funds from a payment instrument saved and pre-authorized in the Mews Account. All amounts under the Agreement are payable in currency stipulated in the Agreement. The Partner agrees that Mews may issue invoices electronically or otherwise. If the Platform Recurring Fees are payable on annual billing cycle, such fees, in addition to the One-time Fees payable, will be included in a proforma invoice(s) for prepayment. Platform Recurring Fees and any One-time Fees must be prepaid in advance by Partner prior to the Start Date. Mews will issue log-in details to the production environment of the Mews Platform only upon receipt of the payment of such pro-forma invoice. The Partner agrees that Mews is not obliged to issue log-in details if the applicable pro-forma invoice is not paid. In addition to the Platform Recurring Fees and One-time Fees, Mews Payment Fees shall be calculated and charged by Mews on a transaction-by-transaction basis and invoiced to Partner monthly. Unless otherwise agreed, all invoices issued on the basis hereof are due within fourteen (14) days of the invoice date. Payments shall be deemed to be made on the day when such payments are credited to the bank account of Mews. Any amounts not paid when due shall accrue default interest at the rate of 0.1% per day. If such amount would exceed maximum default interest possible under applicable law, then the Partner shall be obliged to pay only such maximum default interest. Both Mews and Partner declare that the consideration pursuant hereto is made upon the mutual consent of both Parties.

5.4 Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("**Taxes**"). The Partner is responsible for paying all Taxes associated with the Agreement. If Mews has a legal obligation to pay or collect Taxes for which Partner is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the Partner unless the Partner provides Mews with a valid tax exemption certificate authorized by the appropriate taxing authority. The Partner is responsible to provide Mews with a valid VAT number and a correct bank account to enable correct billing.

5.5 True-ups. Mews reserves the right to monitor Partner's use of the Mews Services. Any use of the Mews Services by Partner in excess of the quantities as described in the Platform Recurring Fees or as otherwise specified in the Agreement, is subject to billing in arrears and Mews shall have the right to issue a true-up invoice for payment of such additionally incurred Fees.

## **6. Use of Mews Services**

6.1 Purpose. The Partner or any of its Affiliates (if and to the extent specifically agreed by the Parties in the Agreement) is entitled to use Mews Services only for its internal business processes. The Partner is not entitled to allow any third party to use or access the Mews Services, inter alia, by any technical means or by processing any requests for the third parties or other Facilities. If the Partner violates this clause either by using Mew Services for any third part, by allowing the use of or access to Mews Services by a third party, or by using Mews Services for other purpose or Facility, Mews has the right to withdraw from all of its contractual obligations to Partner and terminate the Agreement without notice period. Mews claim for damages is not affected.

6.2 Scope. Partner may use only Mews Services as specified in the Agreement, Documentation, and Acceptable Use Policy. The Partner is entitled to use Mews Services only for the provision of Partner Services in the Facility specified in the Agreement.

6.3 Partner use. The Partner is obliged to use the Mews Services in accordance with the purpose for which the Mews Services are provided and in compliance with these Master Terms and Conditions and all applicable laws. The Partner shall not use Mews Services (i) in any way that causes, or is likely to cause, any Mews Service, or any access

to it, to be interrupted, damaged, or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity.

- 6.4 **Conduct.** Partner shall keep the working environment (including but not limited to the functioning of the network) in compliance with the Documentation, terms and conditions governing Partner Services, and in line with standard business working environment practices for similar systems. Mews shall not be liable for any limited or non-functioning Mews Services arising out of non-compliance with these requirements. Mews shall neither be liable for any damage arising thereof.
- 6.5 **Cooperation.** Partner shall provide all reasonable assistance and cooperation to Mews in order to enable Mews to provide all Mews Services as specified in the Agreement in an efficient and timely manner. All reasonable cooperation shall be provided in scope, resources, and personnel, free of charge and inter alia, by providing technical resources, qualified personnel obliged to provide such cooperation, or by providing specifications and undertaking tests, by taking over the work duly provided by Mews, etc. The Partner acknowledges that any delay on its part in the performance of its obligations may have an impact on Mews' performance of its activities under the Agreement, and Mews shall not be liable for any delay resulting therefrom.
- 6.6 **Changes.** The Partner shall not be entitled to make any changes to the Mews Services or Mews Platform with the exception of standard administration settings in line with the Documentation.
- 6.7 **Hosting.** The Partner acknowledges and agrees that specific Mews Services are hosted on Hosting Platform and that the Partner is aware of any technical or other limitations for use of Mews Services arising out of Terms of Hosting.

## **7. API - Third Party Services and Mews Marketplace**

- 7.1 **Mews API.** The Partner may provide or authorise Mews to provide limited access to third persons to certain parts of the Mews Platform via Mews Application Programming Interface ("**Mews API**") on the basis of Mews API Terms and Conditions available at <https://mews-systems.gitbook.io/connector-api/> ("**Mews API Terms**"). The Partner also acknowledges that this Clause 7 applies also to any Third-Party Marketplace Product. Unless agreed otherwise in the respective Agreement, Mews provides only integration and not the service itself. Mews shall be entitled to remove any Third-Party Marketplace Product at any time and at its sole discretion.
- 7.2 **Third party terms.** Before using any of the third party integrations, the Partner is encouraged to (i) review the terms and data processing terms (if applicable) on the basis of which the relevant third party provides its product or service that is the subject of the integration; and (ii) to review the privacy and technical security of the product or service that is subject to integration. Mews trusts that the Partner has conducted the review according to Clause 7.2 hereof.
- 7.3 **Acknowledgement.** By employing any of the external integrations supported by Mews, the Partner acknowledges that (i) Mews has no control over the service or product which is the subject of the integration, (ii) Partner has read and understood the terms on the basis of which the relevant third party provides its product or service that is the subject of the integration, (iii) Partner consents that Mews shall transfer the data collected as a result of providing Partner with relevant services to the third party, (iv) Partner uses third party integration at its own risk.
- 7.4 **Mews Liability.** Mews shall not be held liable to and shall not accept any liability, obligation, or responsibility whatsoever for any loss or damage in connection with third party integrations. Mews has no control over such third parties and is not responsible for the content of their services. Mews provides the Partner with third party integrations only for the Partner's convenience. This does not imply any endorsement or any association with such third parties. Any concern regarding third party services should be directed to the responsible third party.
- 7.5 **Indemnification.** The Partner will defend and indemnify Mews against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third party legal proceeding arising from (i) Partner's misuse of third party integrations and (ii) violations of terms on the basis of which the relevant third party provides its product or service that is the subject of the integration.

## **8. Delivery and Warranty**

- 8.1 **Delivery of Mews Services.** Mews shall provide Mews Services as specified in the Agreement by creating and/or authorising an already existing Mews Account for the Partner.
- 8.2 **No Warranty.** Unless stipulated otherwise in any relevant Agreement, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE MEWS PLATFORM, MEWS SERVICES, DOCUMENTATION AND ANY MEWS CONTENT ARE PROVIDED "AS IS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, MEWS EXPLICITLY DISCLAIMS ALL EXPRESS AND IMPLIED, STATUTORY, OR OTHERWISE,

CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MEWS MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE MEWS PLATFORM, MEWS SERVICES, DOCUMENTATION, OR ANY MEWS' CONTENT. Mews makes no warranty that the Mews Platform, Mews Services, Documentation, or any Mews content will meet the Partner's requirements or be available on an uninterrupted, secure, virus-free or error-free basis. Mews makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of the Mews Platform, any service levels with respect to the Mews Platform, Mews Services, Documentation, or any Mews content. The Partner acknowledges and agrees that if the Partner relies on the Mews Platform, any service levels with respect to the Mews Platform, Mews Services, Documentation, or any Mews content, the Partner does so solely at its own risk.

## **9. Liability**

- 9.1 Information duty. The Partner shall without any undue delay inform Mews about the occurrence of any event that may affect the due fulfilment of the obligation set out herein and shall undertake its best endeavours to cooperate with Mews to overcome such events.
- 9.2 Force majeure. Neither Party will be in violation of the Agreement or shall not be liable for failure or delay in performance to the extent caused by Force Majeure Event.
- 9.3 Relief Events. Where Mews' provision of any Mews Service, or performance of any obligation set out herein, is prevented as a direct or indirect result of any act or omission by the Partner ("**Relief Event**"), then Mews shall be granted an extension to all affected deadlines equal to the length of delay caused by the relevant Relief Event.
- 9.4 Liability limitation. NEITHER MEWS, ITS AFFILIATES, CONTRACTORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE MEWS PLATFORM OR MEWS SERVICES, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LITIGATION COSTS, LOSS OF DATA, GOODWILL, PRODUCTION, BUSINESS OPPORTUNITIES, OR REPUTATION, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF, OR IN CONNECTION WITH, THE AGREEMENT, OR FROM THE USE OF, OR INABILITY TO USE, THE MEWS PLATFORM OR MEWS SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MEWS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE. In no event shall Mews be liable to the Partner for more than the amount of any actual direct damages up to the amount corresponding to the Platform Recurring Fees payable by the Partner hereunder for the last calendar month preceding the first incident from which the liability arose. The Parties agree that this clause represents a reasonable allocation of risks. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE PARTNER. HOWEVER, IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## **10. Confidentially**

- 10.1 Neither Party will use any Confidential Information of the disclosing party except as necessary to exercise its rights or perform its obligations pursuant to the Agreement or as expressly authorised in writing by the other Party. Each Party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances shall each Party use less than reasonable care. Neither Party shall disclose the other Party's Confidential Information to any person or entity other than its officers, employees, consultants, contractors, legal advisors, and Affiliates who need access to such Confidential Information in order to effect the intent of the Agreement and who have entered into confidentiality agreements at least as restrictive as the requirements in this clause.

## **11. Intellectual Property Rights and Data Protection**

- 11.1 Intellectual Property Rights. Mews and its Affiliates, suppliers, and/or licensors, if applicable, shall own and retain all rights, title, and interest (including, but not limited to, all patent right, trademark rights, copyright, trade secrets, and any other intellectual property rights) in and to (i) the Mews Platform, Mews Services, Documentation, and all improvements, enhancements, or modifications thereto; (ii) any software, applications, inventions, or other technology developed in connection with the implementation of Mews Services, Mews Platform, or support by Mews; (ii) information derived from aggregated and anonymised data, and (iv) all intellectual property rights related to any of

the foregoing. The Partner agrees that only Mews (or its Affiliates) shall have the right to enhance, alter, edit, adapt, or otherwise modify Mews Services and the Mews Platform. In case of any modification by the Partner, or in case of interconnection with another system, Mews shall not be liable for any errors and does not warrant the proper functioning of Mews Services and the Mews Platform. Any changes, implementations, and/or modifications of Mews Services or the Mews Platform may be performed only by Mews and/or with the previous written consent of Mews under the terms in the granted consent.

- 11.2 Reports and modifications. If the Partner provides Mews with any reports of defects and/or suggests modifications ("Report"), Mews shall have the right to use such Report, including incorporating such a Report into Mews Services or other software products, without any obligation to the Partner. Unless specifically agreed otherwise in writing, Mews reserves all rights and grants the Partner no licences of any kind, whether by implication or otherwise.
- 11.3 Data Protection. Data protection is governed by the specific Data Processing Addendum which forms an integral part of the Agreement. The Data Processing Addendum is available at <https://www.mews.com/en/terms-conditions/data-processing-transfer-policy-partners>.
- 11.4 Artificial Intelligence Services. Notwithstanding anything to the contrary in the Agreement, Mews shall have the right to collect, track, and analyze data and other information relating to the provision, use, and performance of various aspects of the Mews Platform, Mews Services, and related systems and technologies (i.e., anonymized aggregate information derived from Customer or Partner), and Mews will be free (during and after the Contract Term hereof) to (i) use such information and data to improve and enhance the Mews Platform, Mews Services, and all capabilities of artificial intelligence that will increase the performance and effectiveness of the services for Partners or for other development, diagnostic, and corrective purposes, in connection with the Mews Platform, Mews Services and other Mews offerings (or offerings of its Affiliates), (ii) to use such information and data to promote Mews Services and other Mews offerings (or offerings of its Affiliates), and (iii) make such data available in an aggregated and anonymized form (i.e., via so-called anonymized industry standard trends).

## **12. Representations, Warranties and Restrictions**

- 12.1. General. Each Party represents and warrants to the other Party that: (i) such Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation; (ii) the execution, delivery, and performance of the Agreement constitutes the legal, valid, and binding obligation of such Party; and (iii) such Party has all requisite corporate power and financial capacity and authority to execute, deliver, and perform its obligations under the Agreement.
- 12.2. Restrictions. The Partner shall not (and shall not authorise or support any third party to): (i) modify, translate, reverse engineer, decompile, disassemble, or create any derivative works based on the Mews Platform or Mews Services, except to the extent that enforcement of the foregoing restrictions is prohibited by applicable Legislation; (ii) circumvent any user limits or other timing, use, or functionality restrictions built into the Mews Platform or Mews Services; (iii) remove any proprietary notices, labels, or marks from the Mews Platform or Mews Services; (iv) frame, embed, or mirror any content forming part of the Mews Platform or Mews Services; (v) access the Mews Platform or Mews Services in order to (a) build a competitive product or service, or (b) copy any ideas, modules, functions, or graphics of the Mews Platform or Mews Services; (vi) register, directly or indirectly trademarks, business names, or other designations of Mews (or related or similar business names or other designations); (vii) use Mews' intellectual property rights (or any related or similar logos and/or trademarks of Mews) for its benefit, e.g., by combination of Mews logos and/or trademarks with its own business name and/or company name or its own products or services; (viii) use the Mews Platform or Mews Services in a way that is prohibited by the Acceptable Use Policy.

## **13 Communication and References**

- 13.1 Addresses of the Partner. Any and all communication addressed to the Partner (including any notice having a legal effect and all invoices) may be sent by electronic means (i) to the email address specified by the Partner in the Agreement or any other email address provided by the Partner or (ii) through Mews Account used by the Partner.
- 13.2 Partner References. Mews shall be entitled to publicly refer to the Partner as a user of Mews Services and use Partner's trademark and logo for this purpose.

## **14 Subscription Term, Termination and Changes**

- 14.1 Subscription Term. Mews shall provide the Mews Services for the Subscription Term as set forth in the Agreement. Unless terminated in accordance with the Agreement, the Initial Subscription Term (including any Mews Add-ons

purchased) shall automatically renew for a Renewal Subscription Term each year.

- 14.2 Notwithstanding the foregoing, Mews will provide notice of renewal to Partner at least 45 days prior to the End Date, and in the event Partner wishes not to renew the Mews Services or any Mews Add-on for a Renewal Subscription Term, Partner must inform Mews of its intent not to renew by providing written notice to support@mews.com at least 30 days prior to the End Date of the current Subscription Term. For the avoidance of doubt, written notice of intent not to renew will not terminate the current Subscription.
- 14.3 Suspension. Mews may suspend provision of Mews Services to the Partner in the event of (i) the Partner's delay with the payment of Fees for more than ten(10) days, (ii) the Partner's delay with the payment of any negative balance or deposit, or (iii) material breach of the Agreement by the Partner or (iv) as specified in the Merchant Agreement or similar agreement. Any other rights of Mews arising out of the Partner's breach remain unaffected. During suspension, Mews Services work as usual, but the Partner has no access to the Mews Account.
- 14.4 Termination. The Agreement may, in addition to the reasons stipulated in this Section 14, be terminated as follows: (i) if either Party breaches any material term or condition of the Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach; (ii) a Party may terminate this Agreement with immediate effect, without prejudice to any rights or remedies available to, or obligations or liabilities of, the Parties at the date of termination, if: (a) the other Party shall pass a resolution for winding up or a court shall make an order to that effect; (b) the other Party shall cease to carry on its business or substantially the whole of its business; or (c) the other Party is declared bankrupt, has been granted suspension of payments or has entered into voluntary liquidation, insolvent, or makes or proposes to make any arrangement or composition with its creditors. The Partner shall provide a prior notice for discontinuing any integration connectivity and the reduction of associated fees. If the Partner breaches the Acceptable Use Policy, Mews may terminate the Agreement with immediate effect; Mews shall notify the Partner of the breach of the Acceptable Use Policy prior to termination provided such notification is reasonable considering the nature of the Partner's breach and potential damages that may be caused by such breach. Upon expiration or termination of the Agreement, the Partner shall cease all use of the Mews Services. Mews may further terminate the Agreement under the terms and conditions of the Merchant Agreement.
- 14.5 Training and Installation Cancellation. If the Partner cancels their confirmed onsite training and installation dates within four (4) weeks of the agreed installation date, the Partner will incur a cancellation fee in the amount of 60% of the fee for confirmed training and installation as specified in the Agreement. Any pre-booked flights or travel expenses booked at any time will be charged accordingly.
- 14.6 Negative Balance. The Partner is obliged to pay and settle any outstanding amounts to Mews within fourteen (14) days upon termination of the Agreement. The Partner acknowledges that negative balance shall accrue default interest at the rate of 0.1% per day under Clause 5.3. of these Master Terms and Conditions.
- 14.7 Changes to the Master Terms and Conditions. These Master Terms and Conditions may be changed from time to time by Mews. If Mews makes a change to these Master Terms and Conditions, Mews will inform the Partner at least thirty (30) calendar days before the changes take effect, unless change to the Master Terms and Conditions is required by applicable law, in which case shorter notice may apply. Partner's continued use of the Services after the effective date of any update or modification constitutes acceptance of the updated Master Terms and Conditions. Partner further agrees that updates or modifications do not require additional signatures or express acceptance beyond continued use of the Services after such effective date.
- 14.8 Objection against Changes and Termination in case of Changes. If the changes made in accordance with Clause 14.7 hereof result in a material degradation of Mews Services in accordance with Clause 3.9 hereof or material change to Fees for existing Mews Services ("Changes") and Partner does not agree, the Partner may terminate the Agreement by giving Mews written notice within 30 days from the date Partner received notice of Changes. Upon Mews' receipt of Partner's written notice to terminate on these grounds, the Agreement will terminate as of the date the respective Changes take effect. If Partner does not give timely notice of termination, the Partner is no longer entitled to terminate the Agreement for reasons listed in this Clause 14.8 and is deemed to have accepted the Changes. For the avoidance of doubt, changes that do not constitute Changes within the meaning of this section do not trigger Partner's right to terminate in accordance with this section.
- 14.9 Mews Add-on's subscription termination. Mews Add-ons purchased are coterminous with the Subscription Term. In the event of a termination of a Mews Add-on in accordance with the termination provisions herein, Partner's access to Mews Add-on shall be terminated. The Agreement shall survive any termination of subscription of Mews Add-on and shall remain in full force and effect. In the event the Agreement expires or is terminated, the subscription and/or provision of all Mews Add-ons terminates automatically.

## 15. Specific provisions applicable to Reselling.

- 15.1 Application. This clause applies if the Parties specifically agreed on Reselling in the Agreement.
- 15.2 Reselling. If agreed in the Agreement, Mews shall provide Customers with accommodation and other Services on its own behalf, subject to limitations as stipulated herein and subject to applicable terms and conditions. In this context, Mews publishes Listing of offers for accommodation and other Partner Services to be supplied by the Partner. The Partner undertakes to provide Mews with the types of Partner Services for which Mews is expected to resell. Any

fees shall be deducted by Mews to which the Partner irrevocably grants its consent.

- 15.3 Confirmation of Partner Services. Upon Customer's request for reservation of the Partner Services via the Mews Platform, Mews is entitled to confirm such a reservation to the Customer on its own behalf provided the requested Partner Services are available and all specified requirements of the relevant Partner's Listing have been fulfilled by the Customer's reservation.
- 15.4 Cancellation by the Partner. If, for whatever reason, the Partner cancels a Partner Service order which is confirmed, the Partner shall without any undue delay repay any and all amounts already collected to the respective Customer (this is also applicable when the Customer themselves have cancelled the reservation as a result of a Chargeback as defined in the Merchant Agreement). The Partner will fully indemnify, defend, and hold harmless Mews against any claims and all damages related to cancellation by the Partner under this clause.
- 15.5 Cancellation by the Customer. Mews shall be authorised to (i) permit the Customer to cancel the reservation and (ii) refund to the Customer a portion of Customer's Fees as specified in the applicable cancellation policy provided by Mews.
- 15.6 Repayment of Customer Fees. Mews shall, only in the Reseller model, pay to the Partner an amount corresponding to Customer Fees for the Provided Partner Service. Mews shall not have any obligation to pay the Partner such amount of Customer Fees until the corresponding payments are duly received by Mews from the Customer. The Partner hereby irrevocably grants consent to Mews to set-off any Fees against any amounts payable to Partner.
- 15.7 KYC verification. Partner will need to pass KYC (know your customer) verification in order to use the Mews Services. As part of the KYC verification process Partner shall provide complete, accurate and up-to-date information about its activities, shareholders, ultimate beneficial owners and other information as further stated in KYC Verification Form provided by Mews. Once all the required information is provided, Mews shall perform verification of Partner. Partner agrees that Mews may run further checks on Partner's identity, creditworthiness and background by contacting and consulting relevant registries and government authorities. As a result of Partner's verification Mews shall have the right, at its sole discretion, to accept or refuse providing Mews Services.
- 15.8 Changes to KYC information. Partner shall notify in advance Mews of any changes relating to information provided as part of the KYC verification process. As KYC requirements may be updated from time to time to ensure compliance with regulatory and other requirements, Partner shall provide without undue delay such additional information and supporting documentation to Mews.
- 15.9 Suspension and termination. The Partner acknowledges and agrees that (i) if KYC verification process cannot be duly completed for any reason or (ii) Partner does not notify Mews in advance of any changes according to clause above or (iii) Partner does not full any current or future KYC verification requirement, Mews may (a) suspend the provision of Mews Services to the Partner; or (b) limit the functionality available to a Partner until KYC verification process is duly completed or (c) terminate the Agreement with immediate effect.
- 15.10 Authorized disclosure of Partner's KYC Verification Form. Mews shall have the right to disclose KYC Verification Form completed by Partner to Mews' Affiliates and if required by law, to other third parties.
- 15.11 Deposit. Mews may require the Partner to provide a deposit or reserve to cover the risk of loss to Mews associated with reselling of the Partner Services. The Partner agrees that Mews is eligible to fund the reserve or deposit from repayment of Customer Fees or by requesting funds directly from the Partner; the Partner shall be obliged to provide funds without undue delay upon the request of Mews. Mews may retain the deposit or reserve during the Contract Term and for a period of one (1) year after its termination.
- 15.12 Indemnification. Partner will fully indemnify, defend and hold harmless Mews and its Affiliates from and against any claims brought by a third party, especially the Customers, arising out of Reselling, the provision of accommodation and other Partner Services to the Customer and associated payments of Customers, including for all liabilities, damages, losses, cost, fees, expenses, transactions, chargebacks, refunds, claims and associated fees.

## **16 Applicable law and dispute resolution**

- 16.1 Applicable law. The Agreement shall be governed by and construed in accordance with the laws stipulated in the Agreement excluding the United Nations Convention on Contracts for the International Sale of Goods and conflicts of law rules.
- 16.2 Jurisdiction. Any dispute arising from or in connection with the Agreement, including a dispute regarding the existence, validity, or termination of the Agreement, or the consequences of its nullity, shall be finally decided by competent courts of a country stipulated in the Agreement.

## **17 Final Provisions**

- 17.1 Severability. If any provision in this Agreement is shown to be (or later becomes) illegal, unenforceable, invalid, inefficient, or inapplicable, it will not affect other provisions hereof that will remain valid and effective.
- 17.2 Set-off. The Partner is not authorised to offset any of its claims against any of Mews' claims, nor is it authorised to retain payments, in any manner, intended for Mews regardless of the nature and/or purpose of such payments.



Mews is authorised to offset its claims against the claims of the Partner.

- 17.3 **Assignment.** The Partner hereby grants its consent to the assignment of the rights and the assumption of the obligations of Mews that arise hereunder to any Mews Affiliate or any third party. For avoidance of any doubt, the Partner may assign the Agreement or any of its rights, interests, or obligations under the Agreement to any third party exclusively with the prior written approval of Mews.
- 17.4 **Waiver.** Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.
- 17.5 **No third-party Beneficiaries.** The provisions of the Agreement will be binding upon and inure to the sole benefit of the Parties, their respective successors and permitted assigns, and it will not be construed as conferring any rights to any third party.
- 17.6 **Survival.** The Parties agree the provisions set forth in the Clauses 5.3, 5.4, 5.6, 7.4, 7.5, 9.4, 10, 15.10, 15.12, 16.1, 16.2 and 17.2 shall survive termination of this Agreement.
- 17.7 **Entire Agreement.** The Agreement, including these Master Terms and Conditions and other applicable terms to the relation of Parties as mentioned herein constitutes the entire agreement between Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties.

#### **Schedule 1. - Definitions**

**“Acceptable Use Policy”** means a set of guidelines regarding the use of Mews Services. Available at <https://www.mews.com/en/terms-conditions/acceptable-use-policy>; Acceptable Use Policy is incorporated by reference into the Master Terms and Conditions and shall form an integral part of the Master Terms and Conditions.

**“Affiliate(s)”** means with respect to an entity, the “Affiliate” is any other entity directly or indirectly controlling, controlled by, or under direct or indirect common control by the initial entity. An entity controls another entity if such entity, directly or indirectly, either owns (i) 20% or more of the shares having ordinary voting rights for the election of directors of such entity; or (ii) the power to direct or cause the direction of management or policies of the other entity, whether through the ownership of voting securities, by contract, or otherwise.

**“Agreement”** means the contract arrangement between Mews and Partner that establishes the terms under which Mews provides Services to the Partner. This includes, but is not limited to, the Merchant Agreement, agreements governing the provision of Mews Services, the facilitation of Payment Processing Services, or any other related Services used or engaged; by concluding the Agreement Mews and Partner agree to be bound by all Terms & Policies, and these Master Terms and Conditions. Partner may be bound by applicable Terms & Policies by various acceptable means offered by Mews, which may include signing an agreement, accepting them electronically or via clickwrap, continuing to use Mews Services after being notified of or given access to the applicable Terms & Policies, or otherwise accepting through conduct such as usage.

**“Changes”** means material changes as specified in the Master Terms and Conditions Sections that Partner may object to in accordance with Clause 14.8.

**“Confidential Information”** means technical and non-technical information including patents, copyright, trade secrets, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software, source documents, and information about current, future and proposed products and services, research, experimental work, development, design details and specifications, engineering, and any other information marked “confidential” or “proprietary” or which the recipient knows or has reason to know that the information shall be deemed confidential; for the avoidance of doubt, this term does not include any information that the receiving party may demonstrate by its written records: (i) was known to it prior to its disclosure by the disclosing party; (ii) is or has come into the public domain through no violation of confidentiality obligations; (iii) has been rightfully received from a third party authorised to make such disclosure; (iv) has been independently developed by the receiving party; (v) has been approved for release with the written authorisation of the disclosing party; or (vi) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

**“Cooperation Agreement”** means agreement concluded between Mews and Partner based on which Mews Services shall be provided by Mews to the Partner, including all schedules and other documents appended thereto by reference.

**“Customer”** means person requesting, being provided, or having been provided with Partner Services regardless of whether or not registered with Mews Platform.

**“Customer Fees”** Fees payable for Provided Partner Services by Customers (as determined by the respective Partner) and available on the Mews Platform, including any Merchant Fees payable to Mews.

**“Documentation”** means user manuals, guides, technical documentation, technical requirements, and FAQs designed for some or all Mews Services that may be made available to the Partner by Mews.

**“End Date”** means (a) for the Initial Subscription Term, the end date as identified in the Order Form; and (b) for a Renewal

Subscription Term, the date that is twelve (12) months (365 days) from the Start Date of the Renewal Subscription Term, unless otherwise specified in the Agreement.

**“Facility(-ies)”** means hotel, hostel or any other facility operated by the Partner as specified in the Agreement.

**“Fees”** means Platform Recurring Fees, One-time Fees, Mews Payments Fees, Merchant Fees, and any other fees payable by the Partner for Mews Services or any other services specified in the Agreement.

**“Force Majeure Event”** means event beyond control of either Party, including, without limitation to, failure of power grid, failure of the Internet, natural disaster, weather event, war, riot, insurrection, epidemic, strikes, floods, acts of terror, a third party breach, failures, downtime, or delays by an internet service provider or Hosting Provider, or labour action, terrorism, denial of service attacks or other events beyond such Party’s reasonable control.

**“Hosting Platform”** means the Microsoft Azure hosting solution or other hosting platform as notified by Mews to the Partner from time to time.

**“Hosting Provider”** means Microsoft Corporation or other provider of hosting for Mews Services as notified by Mews to Partners from time to time.

**“Initial Subscription Term”** means the first Subscription Term for which the Partner subscribes to the Mews Services, as specified in the Order Form, beginning on the Start Date and continuing until the End Date identified in the Order Form.

**“Legislation”** means all generally binding legal regulations of the country of registration of Mews and of the European Union, provided that such regulation directly and/or indirectly applies to the Parties’ legal relationships or Mews Services.

**“Listing”** means Partner Services made available by the Partner to Guests via Mews Platform.

**“Master Terms and Conditions”** means the current version of the Master Terms and Conditions including all schedules and other documents appended thereto by reference, which are also available on the relevant Mews website and may be amended from time to time by Mews.

**“MTC 4.0”** (interchangeably referenced as **“Master Terms and Conditions 4.0”**) means the Master Terms and Conditions version 4.0 with effective date July 1, 2022 which is now referred to as MTC 4.0, a legacy terms and conditions applicable only to Partner(s) who purchased Mews Services prior to February 26, 2025, unless otherwise specified in their Agreement that MTC 4.0 applies.

**“Member”** means Member as defined in the Merchant Terms.

**“Merchant Agreement”** means Merchant Agreement as defined in the Merchant Terms.

**“Merchant Fees”** means Merchant Fees as defined in the Merchant Terms.

**“Merchant Terms”** means Merchant Terms available at <https://www.mews.com/en/products/merchant/terms-conditions>

**“Mews”** means Mews’ Affiliate, specified as the contracting party in the Agreement.

**“Mews Account”** means an account created for the Partner on the Mews Platform in order to access Mews Services.

**“Mews Add-on”** means product(s) operated directly by Mews and available via Mews Marketplace or via another means as offered by Mews.

**“Mews Marketplace”** means user interface at which Mews makes available Mews Add-on, Third-Party Marketplace Product or any other product(s) to the Partner.

**“Mews Platform”** means a software property management platform made available by Mews to the Partner based on the Agreement, as part of the Mews Services.

**“Mews Services”** (interchangeably referenced as **“Services”**) means services provided by Mews to the Partner through the Mews Platform including, inter alia, facilitation of the accommodation booking process or any other Partner Services to the Customer, Reselling, installation, training, facilitation of Payment Processing Services based on the Merchant Agreement and any other services provided or facilitated by Mews based on the Agreement.

**“One-Time Fees”** means charges that are one-off and not reoccurring in nature.

**“Order Form”** means a quote, or other written or online ordering document, issued by Mews, which has been agreed to by Partner by means of signature (including electronic signature), or, if applicable, online acceptance.

**“Party” or “Parties”** refers to both Mews and the Partner, individually, or Mews and the Partner jointly.

**“Partner”** means accommodation or other services provider or any other entity using the Mews Platform, based on the Agreement with Mews or use of Services provided by Mews.

**“Payment Processing Services”** means Payment Processing Services as defined in the Merchant Terms.

**“Platform Recurring Fees”** means any fees agreed upon for the use of the Mews Platform, as specified in the Agreement.

**“Provided Partner Service”** means Partner Service ordered by Customer, as evidenced in the Mews Platform, which has not been cancelled prior to consumption, notwithstanding such service was duly provided. Alternatively, Partner Service ordered and cancelled any time before consumption if the total number of previously cancelled orders has already exceeded 5% of all Provided Partner Service orders within the same month.

**“Renewal Subscription Term”** means any subsequent Subscription Term that follows the End Date of a preceding Subscription Term, with the Start Date of the renewal commencing on the date immediately following the End Date of the prior Subscription Term and the duration running for a subsequent twelve (12) month period.

**“Reselling” or “Reseller”** means services provided by Mews to the Partner using the Mews Platform, where the agreement on the provision of services is concluded between the Customer and Mews but Partner Service is honoured by Partner for the benefit of Customers.

**“Partner Service(s)”** means accommodation or other service that is published, offered, or provided by the Partner to Customers via the use of Mews Services, or in any other way with the assistance of Mews.

**“Payment Services Provider”** means payment Services Provider as defined in the Merchant Terms.

**“Start Date”** means (a) for the Initial Subscription Term, the date on which the Initial Subscription Term begins, as identified in the Order Form or the date on which login credentials for the Mews Platform are issued, whichever occurs first; and (b) for a Renewal Subscription Term, the date immediately following the End Date of the previous Subscription Term.

**“Sub-Merchant Account”** means Sub-Merchant Account as defined in the Merchant Terms.

**“Subscription Term”** means the period during which the Partner is entitled to access and use the Mews Platform, the duration of which is determined by the Start Date and End Date. The Subscription Term renews automatically for the same duration of time unless terminated in accordance with the Agreement.

**“Contract Term or “Term”** means the term of the Agreement, as specified in clause 14.1. of the Master Terms and Conditions.

**“Terms of Hosting”** means the Service Agreement & Terms (available at <https://azure.microsoft.com/en-us/support/legal>) or other terms of the Hosting Provider (Microsoft Azure).

**“Terms & Policies”** means the agreements, terms, policies, guidelines, and other legal documents governing the use of Mews Services, as published and updated from time to time on the Mews Legal Hub [<https://www.mews.com/en/legal>]. The specific Terms & Policies incorporated into the Agreement and applicable to Partner shall be determined based on the Mews Services that Partner has subscribed to or uses, and the Partner’s applicable region where the distinction is relevant. For the avoidance of doubt, only those Terms & Policies that apply to Partner based on the contracted Mews Services or Services used, and those relevant to Partner’s region where any distinction exists, shall be legally binding.

**“Territory”** means the territory defined in the Agreement.

**“Third-Party Marketplace Product”** means software or services where the provider is the third party and are available via Mews Marketplace or via another means as offered by Mews; for the avoidance of doubt, Third Party Marketplace Product may be resold by Mews via Mews Marketplace or may be enabled or paid for through a third-party provider’s website.