



Terms and Conditions

Welcome to OTA Sync (our “Platform”). These Terms and Conditions (the “Terms”) constitute a legal agreement between you (hereinafter “Customer”) and OTASync OÜ of A. Lauteri 3, 10114 Tallinn, Estonia as well as any parent or sister companies, (hereinafter “OTA Sync”, “we” or “us”) governing the use of our Platform and our Services. We license use of our Platform to you on the basis of these Terms. We do not sell our Platform to you, and we remain the owner of our Platform at all times.

1. Definitions of Terms

- 1.1. **Sales channels** - portals and websites that function on the principle of sending the customer a reservation for a specific accommodation unit or more, and the customer paying them a certain commission for this, which is the subject of a separate contract.
- 1.2. **OTA Sync Channel manager system** - represents a module in which an object or several of them are connected to sales channels, for which the right to use is assigned to the Client by these *Terms*, and which consists of parts described in more detail in point 4 of this document.
- 1.3. **OTA Sync Property Management System** - mainly shows its role in the front-office function as the main system for control of reservations, information on registrations and guest actions, room layout, control of prices, availability and restrictions.
- 1.4. **Initial parameters** - information provided by the Customer or a person authorized by him about the facility or several of them, which is required for the purpose of connecting the facility or several of them in the channel manager system, and registering them on sales channels. After the initial parameters have been entered by OTA Sync, the Customer will be able to change them.
- 1.5. **Facility** - space used by the customer for the purpose of providing accommodation services to Clients (apartment, hotel, hostel, room, bungalow, etc.)
- 1.6. **Client** - a person who makes a reservation on one of the sales channels in the Customer's facility.
- 1.7. **Accommodation unit** - part of the Customer's facility that he uses to accommodate clients and which he can manage in the channel manager system.
- 1.8. **Overbooking** - a situation that occurs when a reservation is made through one of the sales channels for one or more accommodation units, but they are not available in reality.
- 1.9. **Data** - The Customer undertakes to provide data, which will be entered as initial parameters in the channel manager module, which is given to the Customer to manage if no other is agreed upon.
- 1.10. **Authorization** - The initial parameters will be entered according to the authorization of the Customer, and which parameters the Customer can change over time, for which he is responsible under this contract according to OTA Sync - and sales channels.
- 1.11. **The Assignment of the Right of Use** - limited in time to the period of validity of the contract and ends upon the termination of the validity of this contract.

2. Terms Of Use

- 2.1. The provisions set out in these Terms govern your access to and your use of our Platform and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our Platform.
- 2.2. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable license to use our Platform on these Terms.
- 2.3. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our Platform, you agree and acknowledge that:
- 2.4. you have read the terms set out in these Terms and agree to be bound by and comply with them; and
- 2.5. you shall ensure that all Users of your Account abide by these Terms.
- 2.6. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorised to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.



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- 2.7. We reserve the right to, without any notice, explanation, or liability and in our sole discretion, refuse to allow you or suspend your access to our Platform or your Account at any time, or remove or edit content (including content submitted by you) on our Platform or on any of our affiliated websites (including social media pages).
- 2.8. We reserve the right to change, modify, suspend, or discontinue any portion of the Services, our Platform or any other Services, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.
- 2.9. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, our Platform or any of our affiliated websites to advertise, promote or market any Services or services of any third party or yourself.
- 2.10. OTA Sync assigns to the Customer the non-exclusive right to use the OTA SYNC online reservation system inconsistent with these Terms.
- 2.11. OTA Sync grants the Customer the non-exclusive right to use the integrated Channel manager module for updating capacity and prices on directly connected sales channels and downloading reservations from directly connected sales channels in the OTA Sync channel manager system.
- 2.12. OTA Sync grants the Customer the non-exclusive right to use the integrated Property Management System to control reservations, information on guest check-ins and check-outs, room layout, price control, availability and restrictions.

3. OTA Sync Services

- 3.1. OTA Sync will provide you access to its proprietary Platform with the ability to full hotel and property management system with integrated channel manager and booking engine system.
- 3.2. Unless otherwise agreed, OTA Sync shall fulfil its obligation by providing the agreed service. The service includes the services which are or were published online at the time of the conclusion of the contract.
- 3.3. The majority of OTA Sync 's services are provided online. For all other services, the registered office of OTA Sync shall be the place of performance, unless other provisions are made.

4. Subscription

- 4.1. You become a subscriber to our Platform by completing the registration of an Account.
- 4.2. Some Services may require payment of subscription fees and/or other ad-hoc or ancillary fees before you can access or use them ("Fees"). These Fees will be notified to you through our Platform.
- 4.3. Depending on the subscription tier purchased, you may have access to data that is available publicly only or our forecast. You expressly agree that OTA Sync can't not provide any guarantee nor does assume any responsibility over the data made available, including but not limited to their accuracy, usability, correctness and ability to rely on it.
- 4.4. User subscriptions are for designated Users and cannot be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Unless otherwise specified in the relevant Order Form, the term of the additional User subscriptions shall be coterminous with the expiration of the subscription term in effect at the time the additional Users are added.
- 4.5. Monitoring whether any additional user is acting within his or her authority to give any instruction to us is your responsibility and the responsibility of your administrator, and we may rely on the authority of any additional user to give any instruction to us.
- 4.6. If you purchase a recurring subscription from us, the subscription period for your Account shall be renewed automatically at the expiry of each subscription period, until terminated successfully through our Platform. By purchasing the recurring subscription, you authorise us or our related corporations to automatically charge the Fees:
 - 4.6.1. upon the commencement of your first subscription period, upon expiration of any applicable trial period or at a date otherwise indicated by us; and
 - 4.6.2. on the renewal date of the subscription period thereafter, without any further action by you.
- 4.7. Any Fees due in relation to your Account must be paid by their due date for payment, as notified to you through our Platform or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your Account and/or our Platform



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or any of the Services.

- 4.8. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advanced written notice of any amendment of recurring Fees. Your continued use of a recurring subscription will constitute acceptance of the amended Fees.
- 4.9. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 4.10. All payments shall be made by using the payment methods specified by us ([Stripe](#)) from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third-party payment methods. We shall not be liable for any failure, disruption or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
- 4.11. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.
- 4.12. Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees. If you cancel your subscription to our Platform, you may continue to access your Account until the expiry of the subscription period in which the cancellation occurred.
- 4.13. We may at our sole and absolute discretion, offer a refund of Fees for a particular subscription period where no actions have been taken in respect of your Account during that subscription period and you have notified us in writing of your intention to terminate your subscription within three (3) days of the due date for payment for that subscription period.

5. Customer support and problem reporting

- 5.1. The Parties agree that the primary support channel is the Intercom chat.
- 5.2. The types of communication are as follows:
 1. **AI Assistant** – Available 24/7 to answer questions and, when needed, direct users to the knowledge base (technical instructions). If the AI assistant's answer is incomplete or inadequate, the option to connect with a support agent must be selected.
 2. **Support Agents** – Regular availability on business days from 08:00 to 17:00. From 17:00 to 22:00, as well as on weekends and public holidays from 08:00 to 22:00, availability is limited to urgent issue reporting.
- 5.3. The Parties agree that support phone lines are available 24/7 for urgent issue reporting, and during regular business hours (08:00 to 17:00 on business days) for all other matters, except on state and religious holidays. Phone support is considered a secondary support channel, meaning it should be used only if no response is received through Intercom chat.
- 5.4. The Parties agree that the response time for non-urgent user inquiries is up to 24 hours, and up to 5 business days for requests and suggestions.
- 5.5. The procedure for reporting issues will be included in the Customer's training program.
- 5.6. Any insults or derogatory behavior toward OTA Sync support agents, by the Customer or persons authorized by the Customer, entitles OTA Sync to suspend the provision of user and technical support services.

6. Uploading content to our platform

- 6.1. You irrevocably and unconditionally represent and warrant that any of your content uploaded to our Platform complies with our Privacy Policy and any other applicable laws.
- 6.2. You are fully responsible for your content uploaded to our Platform. We will not be responsible, or liable to any third party, for:
 - 6.2.1. the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our Platform; or
 - 6.2.2. the loss of any content or data (whether in physical or digital form) provided to us by you. You should keep a record of all such content and data.
- 6.3. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.



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- 6.4. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymized and used only for the purposes of improving the Services and our response to users of the Platform.
- 6.5. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our Platform constitutes a violation of their rights under applicable law.
- 6.6. We have the right to delete any content uploaded to our Platform if, in our opinion, it does not comply with the content standards set out.

7. Connection of software applications

- 7.1. After the signing of the Software Licensing Agreement, OTA Sync shall provide training to the Customer or a person authorized by the Customer who will use the online reservation system. The training consists of one session lasting two hours, which will be held either online or in person at the Customer's premises, as agreed with the Customer.
- 7.2. If the Customer's premises (or those of the authorized person) where the training would take place are located within 20 km of OTA Sync's headquarters, the training will be provided free of charge for the first or second session. Otherwise, training will be subject to a fee of EUR 400,00 (plus VAT, if applicable) per trainer, per day, for the entire travel period required to conduct the training. This amount includes travel and meal costs for the trainer. In such cases, the Customer is required to provide accommodation for the trainer(s) if a multi-day trip is reasonably necessary for the training.
- 7.3. If the training is conducted online, it shall be free of charge, regardless of the distance of the Customer or the authorized person.
- 7.4. The Customer (or the authorized person), whose premises for the training are located within 20 km of OTA Sync's headquarters, is entitled to two training sessions free of charge – one in-person session at the Customer's location and one additional online session.
- 7.5. The Customer (or the authorized person), whose premises for the training are located more than 20 km from OTA Sync's headquarters, is entitled to two free online training sessions, regardless of whether the training agent has traveled to the Client's premises at the Client's expense. In-person training at the Customer's premises is charged at EUR 400,00 (plus VAT, if applicable) per trainer, per day, for the full duration of travel required to conduct the training. This amount includes travel and meal expenses for the trainer. The Customer's is required to provide accommodation for the trainer(s) if there is a real need for a multi-day trip to carry out the training.
- 7.6. The Customer will not be obliged to pay a training fee if OTA Sync independently proposes to conduct the training at the Customer's premises located more than 20 km from OTA Sync's headquarters.
- 7.7. After the training session, OTA Sync undertakes to issue a training attendance certificate to the Customer.
- 7.8. OTA Sync will establish the necessary connections between the property, accommodation unit(s) owned by the Customer, and the sales channels. The Customer agrees to enable OTA Sync to integrate the reservation module into their already functional website. OTA Sync will provide the website administrator with all necessary information and the corresponding code for implementing a direct connection with the channel manager.

8. Installation of Software Applications

- 8.1. After the signing of the Software Licensing Agreement, the Customer undertakes actions, in coordination with OTA SYNC, to provide all necessary data (photos, informational data, prices, availability and others) so that OTA SYNC can install one or more objects on the sales channels and channel manager system without delay.
- 8.2. After the signing of the Software Licensing Agreement, OTA SYNC undertakes actions to connect one or more objects to the channel manager system and Property Management System and to inform the Customer about this.
- 8.3. OTA SYNC is not responsible for that delay in the installation of the channel manager system, which is a consequence of the delay in the delivery of the necessary data by the Customer, necessary for connecting one or more objects to the channel manager system.

9. Use of the Software Applications

- 9.1. The Customer undertakes not to make access codes, instructions for use or any materials available for use or inspection by persons who are not authorized to use the reservation system.



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- 9.2. The Customer undertakes to keep all data or access codes received from the OTA SYNC system administrator as a corporate secret.
- 9.3. Parties agree that access to the administrative part of the reservation system, as well as to the channel manager system and the Property Management System, will be provided exclusively to the Customer or persons authorized by the Customer.
- 9.4. In case of loss or theft of access codes due to the Customer's negligence, OTA Sync is not responsible for possible damages, theft of the user's identity, or other consequences that may arise from unauthorized use of the online reservation system.

10. Usage License

- 10.1. In general, for each license you have acquired for the Service, one individual is authorized to use the Service according to the terms of this Usage License. Unless expressly stated otherwise, the Service may not be separated for use by more than the one individual authorized to use the Service.
- 10.2. You may not reverse engineer, decompile, or disassemble the Service, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
- 10.3. Without prejudice to any other rights, OTA Sync may cancel this Usage License if you do not abide by the terms and conditions of this Usage License, in which case you must not use the Service and all of its component parts.
- 10.4. You agree that OTA Sync and its affiliates may collect and use technical information you provide as a part of support services related to the Service. OTA Sync agrees not to use this information in a form that personally identifies you.
- 10.5. The Service is licensed as a single Service. Its component parts may not be separated for use.
- 10.6. The Customer authorizes OTA SYNC to register the Customer's accommodation capacities on websites and portals for booking accommodation on his behalf and for his account if this has been agreed upon. With these Terms, the Customer authorizes OTA SYNC to store the Customer's personal data (e.g. first and last name, e-mail address, phone number, and business information), exclusively for the purpose of ensuring the quality of the service.

11. Prohibited Uses

- 11.1. You may use our Platform only for lawful purposes. You may not use our Platform:
 - 11.1.1. in any way that breaches any applicable local or international laws or regulations;
 - 11.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 11.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
 - 11.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 11.2. You also agree:
 - 11.3. not to reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of our Terms; and
 - 11.4. not to access without authority, interfere with, damage or disrupt:
 - 11.5. any part of our Platform;
 - 11.6. any equipment or network on which our Platform is stored;
 - 11.7. any software used in the provision of our Platform; or
 - 11.8. any equipment or network or software owned or used by any third party.

12. Restrictions

- 12.1.1. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake: not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our Platform or any of the contents therein for any commercial or other purposes;
- 12.1.2. not to disassemble, decompile, reverse-engineer or create derivative works based on

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the whole or any part of the source code of our Platform nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our Platform or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;

- 12.1.3. not to provide or otherwise make available our Platform in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;
- 12.1.4. to include our copyright notice on all entire and partial copies you make of our Platform on any medium;
- 12.1.5. to comply with all applicable technology control or export laws and regulations; and
- 12.1.6. not to disrupt, disable, or otherwise impair the proper working of the Services, our Platform or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

13. Intellectual Property Rights

- 13.1. You acknowledge that all intellectual property rights in our Platform anywhere in the world belong to us, that rights in our Platform are licensed (not sold) to you, and that you have no rights in, or to, our Platform other than the right to use them in accordance with these Terms.
- 13.2. Any intellectual property rights in content uploaded by you to our Platform shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive license to use, reproduce, publish, and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of the Platform.
- 13.3. You acknowledge that you have no right to have access to our Platform in source code form.
- 13.4. Save for internal distribution amongst your employees and persons authorised by you for your internal business purposes and any other purposes contemplated under these Terms or the Platform, you must not modify the paper or digital copies of any materials you have printed off or downloaded from our Platform in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 13.5. Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged.
- 13.6. You must not use any part of the content on our Platform for commercial purposes not specified on our Platform without obtaining a license to do so from us or our licensors.
- 13.7. If you print off, copy, or download any content on our Platform in breach of this Agreement, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 13.8. OTA Sync is the exclusive owner of all necessary intellectual property rights and all rights related to the Channel Manager system, Property Management System as well as the online reservation system installed on the Customer's website.
- 13.9. For or the avoidance of doubt, the Customer agrees that based on these Terms, the Customer does not acquire any other rights to the software applications, including but not limited to intellectual property rights, except for the right to software applications used in the manner and during the period defined by this contract and exclusively for their own needs, i.e. for the purposes of reserving Accommodation Units in the Customer's Facilities. Also, the Customer has no right to enable third parties to use the software applications, nor to assign to them any of his rights acquired based on this contract. It is expressly prohibited for the Customer to modify or modify software applications and/or source code in any way, including but not limited to compiling, decompiling, etc.
- 13.10. The Customer is the exclusive owner of the data created as a result of using the reservation system. OTA SYNC undertakes real-time actions to provide the Customer with an overview of the reservations at any time.

14. Your Data



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- 14.1. You shall own all rights, title and interest in and to all of your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of your Data.
- 14.2. You permit us to use your Data in anonymized form for further processing and refinement of the services and products.
- 14.3. If we process any personal data on your behalf when performing its obligations under this agreement, the parties record their intention that you shall be the data controller and we shall be a data processor and in any such case:
 - 14.4. You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; We shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by you from time to time; and each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.
- 14.5. You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including without limitation, hardware, software, networking, and the like.

15. Technical requirements and responsibility

- 15.1. Users are responsible for ensuring that the technical requirements for access to and use of the respective services are met.
- 15.2. This applies in particular to the hardware and operating system software used, the connection to the Internet, the firewall settings (if any) and the current browser software. The user shall carry out necessary and reasonable adjustment measures himself/herself and shall bear the costs for the Internet connection in order to be able to access the online course.

16. Reliance on Information

- 16.1. The Platform is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. You should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in the Platform.
- 16.2. The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

17. Warranties

- 17.1. While we make all efforts to maintain the accuracy of the information on our Platform, we provide the Services, Platform, and all Related Content on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 17.2. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our Platform or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our Platform, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

18. Liabilities and Limitations of Liability

- 18.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our Platform and any Related Content.
- 18.2. We do not recommend using the data nor guarantee its accuracy.
- 18.3. You expressly agree that your use of the Services and our Platform, is at your sole risk.
- 18.4. We do not assist with dispute resolution between any you and any Consultant and are not obliged at any time to adjudicate on any such dispute. In the event of any dispute, you are responsible for contacting the relevant Consultant. Without prejudice to the foregoing, we remain entitled at all times to investigate at our discretion any complaint regarding the use of



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our Platform or any suspected unlawful activity and to take any action that we deem appropriate, including to file a report with the appropriate authorities.

- 18.5. You agree not to use the Services, our Platform, and the Related Content for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our Platform or any other website or software) for:
 - 18.5.1. loss of profits, sales, business, or revenue;
 - 18.5.2. business interruption;
 - 18.5.3. loss of anticipated savings;
 - 18.5.4. loss or corruption of data or information;
 - 18.5.5. loss of business opportunity, goodwill or reputation; or
 - 18.5.6. any other indirect or consequential loss or damage.
- 18.6. Nothing in these Terms shall limit or exclude our liability for:
 - 18.6.1. death or personal injury resulting from our negligence;
 - 18.6.2. fraud; and/or
 - 18.6.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 18.7. Our Platform is not intended to serve a record-keeping function and we shall not be liable for any loss of data or content.
- 18.8. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our Platform. Except as expressly stated in these Terms, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on us. Any condition, warranty, representation, or other term concerning the supply of the Services and our Platform which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 18.9. OTA SYNC is responsible for the proper functioning of the OTA SYNC online reservation system and the protection of the data of the Customer and users of its services. OTA SYNC guarantees 99.9% system uptime and in case of any reported problems, they will try to have the problems removed as soon as possible.
- 18.10. OTA SYNC undertakes to apply all known data transmission, protection and storage technologies in order to maximize data protection, especially data on reservations, credit card numbers, telephone numbers and addresses.
- 18.11. All planned works that contribute to increasing the overall functionality of the system are carried out in accordance with the priorities and availability of the OTA SYNC development team.
- 18.12. The Parties agree that OTA SYNC performs its activities on the Internet and does not control the Customer's business premises. OTA SYNC is not responsible for damages that may occur due to careless manipulation of the personal data of system users on the Customer's premises.
- 18.13. OTA SYNC is not responsible for data loss on the Customer's side due to computer viruses, power outages or communication service interruptions. The contracting parties agree that the Customer is obliged to provide its staff with uninterrupted access to the Internet. OTA SYNC is not liable to the Customer for damages (overbooking due to the Customer's error, reduced capacity sales, failure to update capacity, etc.).
- 18.14. The Parties agree that OTA SYNC is not responsible for the functioning of the connected sales channels if some of them are out of order due to technical reasons. OTA SYNC will, in cooperation with the Customer, try to find an adequate solution, but is not responsible for cases of force majeure, terrorist attacks or any other reason beyond the control of OTA SYNC, which could lead to a temporary stoppage in the provision of reservation services.
- 18.15. OTA SYNC is not responsible for the operations of the Customer, as well as for the necessary permits that the Customer must have by law and financial obligations to third parties and reservation channels.
- 18.16. Software Provided "As-Is" - The Software is provided to the Customer on an "as-is" and "as-available" basis, without warranties of any kind, whether express, implied, statutory, or otherwise. The Company does not guarantee that the Software will be error-free,

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uninterrupted, or fit for a particular purpose. The Customer acknowledges and agrees that the use of the Software is at their sole risk.

- 18.17. Custom Developments and Additional Work - Any modifications, custom developments, integrations, or additional features requested by the Customer that are not part of the standard Software package shall be subject to a separate agreement and will be charged at a rate of EUR 50 (fifty) per developer hour, unless otherwise agreed in writing.

19. Liabilities of the Client

- 19.1. The customer, i.e. the person he authorizes, is responsible for the accuracy of all information provided to OTA SYNC, in order to connect one or more facilities to sales channels and integrate them into the channel manager system.
- 19.2. The customer is solely responsible for the orderly, responsible and timely entry of availability, prices, as well as other necessary information in the channel manager system, and for ceding its use by OTA SYNC, after entering the initial parameters.
- 19.3. Each Party is independent and independent in its business, acts exclusively in its own name and for its own account, and it will not be considered that any undertaking of an action under the Software Licensing Agreement represents the undertaking of an action by one Contracting Party in the capacity of an agent, nor intermediary of the other contracting party.
- 19.4. The contracting parties agree that the Customer is responsible for all the necessary papers and permits for the operation of the facility, as well as for all communication with the competent state services that are responsible for the control of tourist and accommodation facilities.
- 19.5. The customer agrees with this contract that he bears the sole responsibility for the case of overbooking, in the event that he incorrectly or untimely enters data into the system that OTA SYNC makes available to him.
- 19.6. In case of an overbooking, the customer is obliged to inform OTA SYNC as soon as possible and provide the client with accommodation in his facility or another facility under the same conditions as the reservation made by the client on one of the sales channels. connected in the channel manager, in favor of the Customer.
- 19.7. In the event that the Customer is unable to provide the Client with adequate alternative accommodation in its facility or another facility, or if the Client does not agree to the alternative accommodation offered by the Customer, accommodation for the Client can be provided by OTA SYNC, and the Customer will bear the costs in the case of the difference in the price of alternative accommodation for the client, in the event that the double reservation occurred due to the Customer's mistake.

20. Indemnity

You agree to indemnify and hold us, our related corporations, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our Platform, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

21. Other Important Terms

- 21.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 21.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 21.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 21.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Terms, or any document expressly



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referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.

- 21.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 21.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 21.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the law of Serbia. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of Belgrade.