



Terms & Conditions

GENERAL T&C

Shiji Information Technology Spain, S.A

1.- OBJECT OF THE AGREEMENT

1.1 The object of this Agreement is to allow the Client access to the Service provided by the Provider in relation to the Hotels listed in the Specific Terms & Conditions.

1.2 Access to the Service will be made by online connection. For that purpose, the Service Provider will provide the Client with a strictly confidential access code for its exclusive use. The Client shall adopt all measures necessary to keep this code confidential, and the Service Provider will not be liable for any consequences caused by the use of the access code by unauthorized third parties.

1.3 The Service Provider reserves the right to amend its programs, as well as the system for supplying data and the technical characteristics for accessing the Service.

2.- THE SERVICE

2.1 The Service Provider shall provide the Client online analytical services to track, classify and manage its online reputation and presence in social media websites (the "Service") in accordance with the features specified in the Service Provider's website (www.reviewpro.com) for the version of the Services subscribed by the Client (mentioned in the Specific Terms & Conditions), the content of which, the Client hereby acknowledges and accepts.

2.2 The Service Provider will be entitled to modify the Service from time to time, including by adding or deleting features and functions, in an effort to improve the tool and to make any changes to the Service which are necessary to comply with any applicable law or which do not materially affect the nature or quality of the Service. However, the Service Provider will not introduce any change that materially reduce the functionality of the version of the Service subscribed by the Client.

2.3 The Client may subscribe to additional versions or features of the Service by entering into a new agreement with the Service Provider.

2.4 The Service Provider may use third parties to provide all or part of the Service.

2.5. The following conditions are specifically applicable to the survey service:

a. The Client undertakes, upon request from the Service Provider, to provide the Service Provider with copies of documents entered into by their end customers authorizing the processing of data and personal information. If, in the opinion of the Service Provider, the documents provided do not ensure compliance with the applicable legislation currently in force, the Service Provider may terminate the Services Agreement immediately without prior notice. The Client acknowledges and agrees that use of the survey Services is exclusively limited to hotel guests. The Client undertakes and guarantees that its employees shall not use the Survey Service through their personal or business email.

b. The Client undertakes to keep their systems with sufficient security guarantees to ensure and prevent unauthorized access by third parties and leakage of information. The Client undertakes to allow and facilitate the Service Provider to carry out itself or through a third party, an external audit to verify the quality standards of the Client's systems.

c. The Service Provider may suspend the Survey Service temporarily or permanently at any time without prior notice if it considers that (i) the security measures implemented by the Client are not sufficient to guarantee the security of the information and unauthorized access (ii) there are many services cancelled and/or there are many complaints of the service and / or unauthorized emails or spam are received. Definite suspension of the service will result in automatic termination of the agreement.

d. The Client acknowledges and agrees that the Service Provider may use for its own purposes, the aggregated data obtained as a result of the Survey Service. In no event shall the aggregated data include personal data held by the Client.

2.6. The Client acknowledges and accepts that Service Provider is the owner of the aggregated data obtained as a result of the provision of the Survey Services. Review Rank may , without any limitation, use the aggregated data for their own purposes and publish them in any format. In no event the aggregate data will include personal data owned by the Client and/or identification data of the Client.

3.- OBLIGATIONS OF THE CLIENT

3.1 The Client undertakes to use the Service and the web page www.reviewpro.com in accordance with applicable legislation and the terms and conditions of use of the same, solely and exclusively for the purpose inherent in

the object of this Agreement, consisting of obtaining information on its hotel establishment in any way allowed by the various applications of the Service.

3.2 Under no circumstances may the Client use the Service to the detriment of any rights or interests of third parties or of the Service Provider or for performing activities, which are unlawful or contrary to the market or socioeconomic policy.

3.3 The Client may not reproduce, copy, transform, amend or alter the information contained in the Service through any process, either partially or in full or make derivative works based upon the Service.

3.4 The Client undertakes not to directly or indirectly provide third parties with the information obtained through the Service, nor publish, communicate or disclose such information nor license, sublicense, sell, resell, transfer, assign, or distribute the Service.

3.5 The Client may not introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or scrape data from the Service;

3.6 The Client may not reverse engineer or access the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service.

3.7 The Service Provider reserves the right to control access to the Service by the Client in order to avoid any undesired or fraudulent use, being entitled to withdraw or suspend access to the same should any undue or inappropriate use of the Service be detected, or any use which may be contrary to law, or in the event there is a breach of the Service Provider's rights over the system and its contents.

4.- SERVICE PROVIDER LIABILITY IN RELATION TO SERVICE CONTENT

4.1 All reviews, opinions and comments compiled by the Service Provider are obtained through automated means from the Internet. The Client acknowledges that the Service Provider aggregates and provides, but does not generate, the content underlying the Service. Therefore, with the restrictions set forth in the Information Society Services and E-Commerce Act 34/2002, of 11 July, the Service Provider is not liable for their content or for any possible errors or omissions in or distortion or manipulation of the information made available to the Client through the Service. In particular, the Service Provider does not guarantee that the Service Provider has compiled all comments or opinions, hotel reviews, videos, images, blog entries, article postings, references and other information existing on the web, in particular, given that there may exist certain web sites which prevent the capturing of comments and other information existing on their web page, or which in the future may close access to their comments, information and opinions. The Client expressly

acknowledges that the Service Provider may block certain comments using specific keyword.

4.2 The Service Provider makes no warranty hereunder of any kind, express or implied, to the Client with respect to the Service and/or the information provided in connection therewith and the Service Provider expressly disclaims all warranties of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. The Service Provider does not guarantee any specific results from the use of the Service. Save in the case of fraud or damages caused by the Service Provider's willful misconduct or gross negligence (in respect of which the Service Provider's liability shall be unlimited), the Service Provider's liability under or in connection with this Agreement shall in no circumstances exceed, in aggregate, the annual amount paid by the Client under this Agreement exclusive of VAT or other sales tax. In no event shall the Service Provider be liable for any indirect loss or damages arising from the use of the Service or any direct or indirect loss or damages arising from the reliance on information provided in connection therewith.

4.3 The capturing of the comments and opinions will be updated automatically every forty-eight (48) hours, to be added to the information already available on the system.

4.4 The Service Provider cannot guarantee the private nature or security of the use of the site or guarantee against unauthorized third parties from possibly becoming aware of the characteristics and/or circumstances of the use the Client might make of the web site.

4.5 The Client shall be responsible for and shall indemnify and hold harmless the Service Provider against any and all claims, proceedings, costs, damages, liabilities and expenses incurred or suffered by the Service Provider arising from the use of the access code by unauthorized third parties.

5.- CONTINUITY OF THE SERVICE

5.1 The services offered through the web www.reviewpro.com will be offered continuously on line. Notwithstanding this, the Service may be interrupted due to technical reasons for periods of no more than three (3) business days, providing the Client with advance notice. Furthermore, the Service may be interrupted sporadically for maintenance operations, with no need for prior notice to the Client. The Service Provider's failure to deliver the Service in the events described in this paragraph shall no constitute a breach of the Agreement.

5.2 The Service Provider will not be liable for any interruptions or failure to provide the Service due to forces majeure beyond its control.

5.3 The Service Provider can neither control nor guarantee the absence of computer virus or any other unwanted elements which through the site may

cause alterations or dysfunctions in the Client's hardware or software systems, and excludes any liability for any damage which might be caused due to such reason.

6.- TERM OF THE AGREEMENT

6.1 This Agreement shall last for the "Initial Term" specified in the Specific Terms & Conditions and will be automatically renewed for identical successive periods unless either party should notify the other of its termination in writing at least sixty (60) days prior to the expiry date of the Initial Term or of any of the extensions thereto. For the sake of clarity, the Client may not terminate the Agreement prior to the termination of the Initial Term or any of its extensions, even if said period is longer than the invoicing period of the Client. Should the Client decide to stop using the Service during the Initial Term or any of its extensions, the Client must pay the Service Provider the Price specified in the Special Conditions, as modified accordingly to section 7 below, which the Service Provider would have received if no early termination or cancellation of the Service had taken place (i.e., the total Contract Price corresponding to the Initial Term of the Agreement or any of its extensions).

6.2 Without prejudice to the right of the Service Provider to payment of the interest in accordance with the provisions of section 7.4 below, the Service Provider may terminate this Contract by notice in writing to the Client if the Client fails to pay any amount correctly invoiced in accordance with this Contract and does not cure such failure within 30 days of the date on which the Service Provider provides the Client with a written notice identifying the failure and requesting that it be cured. In this case, the Client will compensate the Service Provider with the lower of (i) a sum equal to the Price which the Service Provider would have received if no termination of the Contract had taken place and (b) the equivalent to the Price which the Service Provider would have received during the last 12 months if no termination of the contract had taken place. The parties expressly acknowledge that the aforesaid penalty is commensurate and appropriate to the seriousness of the breach and to the damage which would be occasioned by the breach to the Service Provider.

7.- PRICE AND METHOD OF PAYMENT

7.1 The Client shall pay the Price specified in the Specific Terms & Conditions. Should the Agreement be renewed under the terms of point 6 above, upon each renewal the Client shall pay the Price appearing in the Specific Terms & Conditions, in the same payment terms and using the same method of payment as established for the payment of the price corresponding to the Initial Term.

7.2 Once the Initial Term has elapsed, and for any successive extension of the Initial Term, the price will be increased in accordance with the corresponding variation of the Consumer Price Index published to such end by the Spanish

National Institute of Statistics or any other body, which may replace it in the future.

7.3 The Price specified in the Specific Terms & Conditions is exclusive of taxes, in particular, but not limited to, of Value Added Tax ("VAT"), which will be charged as applicable. The Client agrees to pay any taxes applicable to the use of the Service. If the Client is based in the EU, the Client represents that is registered for VAT purposes in the relevant member state. At the Service Provider's request, the Client will provide to the Service Provider the VAT registration number under which is registered.

7.4 Should payment of an invoice be delayed, the amounts pending payment by the Client will accrue delay interest at an annual interest rate of 8,5%. Interest will accrue on a daily basis and must be paid weekly. Interest due and not paid will be capitalized in accordance with the provisions of Article 317 of the Commercial Code. In addition, the Client must indemnify any other damages that its breach and delay may have caused.

7.5 The Client understands and accepts that the management of the collection of the amounts owed by the Client to the Service Provider in accordance with this Agreement, may be made by Intrum Justitia Ibérica, S.A.U., any company of its group, or any other collection management entity with which the Service Provider has contracted such service at any time.

7.6 In addition to its rights under clause 7.2 the Service Provider shall be entitled to give notification of an increase in the price if there has been any unsolicited increase in costs incurred with third party information providers. The Client shall not be entitled to rescind from the Agreement because of such increase in the price except where the increase exceeds 10% the Price specified in the Special Conditions, , as modified accordingly to section 7.2 above, excluding VAT or other sales tax inclusive price.

8.- COLLABORATION UNDERTAKING

The Service Provider is entitled to include the name and logo or distinctive signs of the Client on its web page, on the client list, and may include a Client quote relating to the Service to be published in press releases. Such statement must be agreed on beforehand by the Parties.

9.- INTELLECTUAL PROPERTY

9.1 The Service Provider will preserve ownership of its intellectual property rights in relation to the Service.

9.2 None of the clauses contained in this Agreement will be interpreted as an assignment or any other type of transfer of any intellectual property right belonging to the Service Provider.

9.3 Notwithstanding the Client's right to access to the Service in accordance with the terms of this Agreement, the Client will hold no rights in respect of the intellectual property belonging to the Service Provider.

10.- DATA UPDATE

10.1 The Client is obliged to notify the Service Provider of any modification to its contact details and the contact details for invoicing purposes included in the heading of the Special Conditions, within a maximum of five (5) days of the change, by e-mail sent to accounts@reviewpro.com.

10.2 The parties agree that any failure by the Client to comply with its obligations under this section 10 constitutes a material breach of this Agreement, and the Service Provider may, unilaterally, automatically terminate this Agreement, at any time, with the only requirement being notification in writing to the Client of such termination. In this case, the Client will compensate the Service Provider with a sum equal to the Price specified in the Special Conditions, as modified accordingly to section 7 above, which the Service Provider would have received if no termination of the Agreement had taken place as penalty clause without court moderation. The parties expressly acknowledge that the aforesaid penalty is commensurate and appropriate to the seriousness of the breach and to the damage which would be occasioned by the breach to the Service Provider.

11.- DATA PROTECTION

The Service Provider, as a consequence of the provision of the services contracted by the Client, undertakes to:

(i) To process the personal data only on documented instructions from the Client, including with regard to transfers of personal data to third countries or an international organization, unless required to do so by Union or Member State law to which the Service Provider is subject; in such case, the Service Provider shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

(ii) Ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under appropriate statutory obligations confidentiality.

(iii) Take all measures regarding the security of personal data, implementing the security measures and mechanisms pursuant to Article 32 of the General Data Protection Regulation (hereinafter, "GDPR"), such as:

- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

- The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

- A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

- The pseudonymisation and encryption of personal data.

(iv) Not engage another processor without prior specific or general written authorization of the Client. In the case of general written authorization, the Service Provider shall inform the Client of any intended changes concerning the addition or replacement of other processors, thereby giving the Client the opportunity to object to such changes. Where the Service Provider engages another processor for carrying out specific processing activities on behalf of the Client, the same data protection obligations as set out in the contract or other legal act between the Client and the Service Provider shall be imposed on that the processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements established in the GDPR. Where that other processor fails to fulfill its data protection obligations, the Service Provider shall remain fully liable to the Client for the performance of that other processor's obligations.

(v) Taking into account the nature of the processing, assist the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the obligation to respond to requests for exercising the data subject's rights (access to, rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability).

(vi) Assist the Client in ensuring compliance with the obligations regarding personal data security, notification and communication of personal data security breach, both to the control authority and the interested party, data protection impact assessment as well as prior consultation to the supervisory authority, taking into account the nature of processing and the information available to the Service Provider.

(vii) At the choice of the Client, the Service Provider deletes or returns all the personal data to the controller after the end of the provision of services relating to processing and deletes existing copies unless Union or Member State law requires storage of the personal data.

(viii) Make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this section and allow to contribute to audits, including inspections, conducted by the Client or another auditor mandated by the latter.

Please, consult all the measures related to the protection of personal data in the Data Processing Agreement, which regulate the relationship between the Client and the Service Provider and to which reference is made throughout this clause.

12.- TERMINATION OR SUSPENSION

12.1 In addition to right to termination the Agreement by the Service Provider established in clause 6.2 above, if the Client: (i) defaults in any of its obligations under the Agreement or any other agreement with the Service Provider, (ii) is unable to pay its debts in the ordinary course of its business, (iii) has any seizure or execution levied on any of its assets, (iv) suffers any action similar to any of the foregoing in any jurisdiction, and/or (v) ceases to trade, then, in any such event, the Service Provider shall, without prejudice to any other remedy, be entitled, at its discretion, without liability to the Client, by giving the Client written notice at any time or times, to suspend its performance of or (whether or not such performance has previously been suspended) terminate the Agreement.

12.2 On termination of the Agreement for any reason:

12.2.1 the Client shall immediately pay the Service Provider for all of the Service Provider's outstanding invoices and interest;

12.2.2 the accrued rights, remedies, obligations and liabilities of the parties as at termination shall be unaffected, including the right to claim damages in respect of any breach of contract which existed at or before the date of termination; and

12.2.3 clause 9 shall continue in full force and effect.

13.- OTHERS

13.1 This Agreement constitutes a full agreement between the parties in relation to its object and supersedes any other agreement, undertaking, discussion or negotiation, which might have taken place previously between the Parties regarding the same object.

13.2 Should any clause of this Agreement for any reason be declared invalid, unlawful or inapplicable by a Court or competent authority in relation to either of

the Parties to this Agreement, such clause will be validly amended in order for it to be as close as possible to the intent of the Parties.

13.3 The rights and obligations arising from this Agreement are regulated by its own clauses, and, in any matter not envisaged herein, by Spanish law.

13.4 In the event of any dispute or controversy which may arise in relation to this Agreement, both Parties expressly submit themselves to the jurisdiction and competence of the Courts and Tribunals of Barcelona city, expressly waiving their right to any other jurisdiction which may correspond to them.

GENERAL T&C

Shiji Information Technology Spain, S.A

1.- OBJETO DEL CONTRATO

1.1 El objeto del presente Contrato es permitir al Cliente el acceso al Servicio proporcionado por el Prestador del Servicio en relación con hoteles del Cliente detallados en las Condiciones Especiales.

1.2 El acceso al Servicio se realizará mediante conexión on-line. A tal efecto, el Prestador del Servicio facilitará al Cliente un código de acceso estrictamente confidencial, reservado única y exclusivamente para éste. El Cliente tomará todas las medidas necesarias para mantener el carácter confidencial de este código y garantizar que ningún tercero acceda o utilice el Servicio, por lo que el Prestador del Servicio no se hace responsable de las consecuencias de la utilización del código de acceso al Servicio por terceras personas no autorizadas.

1.3 El Prestador del Servicio se reserva el derecho a modificar sus programas, así como la sistematización de los datos suministrados y las características técnicas de acceso al Servicio.

2.- EL SERVICIO

2.1 El Prestador del Servicio prestará al Cliente servicios online de análisis para agregar, organizar y gestionar su reputación en internet y gestionar su presencia en las redes sociales (el "Servicio") conforme a las prestaciones y funcionalidades especificadas en la web del Prestador del Servicio (www.reviewpro.com) para la versión específica contratada por el Cliente (identificada en las Condiciones Especiales), y cuyo contenido el Cliente declara conocer y aceptar.

2.2 El Prestador del Servicio podrá modificar periódicamente el Servicio, incluso, añadiendo o eliminando prestaciones o funcionalidades, todo ello para mejorar la aplicación y efectuar cualesquiera cambios sean necesarios a fin de cumplir con cualquier normativa aplicable u otros cambios que no afecten sustancialmente a la naturaleza o calidad del Servicio. El Prestador del Servicio

no incluirá ninguna modificación que reduzca sustancialmente la funcionalidad de la versión contratada por el Cliente.

2.3 El Cliente podrá suscribir versiones y/o prestaciones adicionales mediante la suscripción de un nuevo contrato con el Prestador del Servicio.

2.4 El Prestador del Servicio podrá prestar el Servicio, total o parcialmente, a través de terceros.

2.5. Las condiciones siguientes son específicas aplicables al servicio de encuestas:

a. El Cliente se obliga, a petición del Prestador del Servicio, a proporcionar al Prestador del Servicio copia de los documentos formalizados por sus clientes finales en los que se autorice el tratamiento de los datos e informaciones personales. En caso de que, a juicio del Prestador del Servicio, los documentos aportados no garanticen el cumplimiento de la legislación vigente aplicable, el Prestador del Servicio podrá resolver Contrato de prestación de los Servicios de forma inmediata sin necesidad de preaviso. El Cliente reconoce y acepta que el uso de los Servicios de encuestas está limitado única y exclusivamente a los clientes del hotel. El Cliente se obliga y garantiza que sus empleados no podrán hacer uso del Servicio de Encuestas ni a través de su email personal ni a través del email corporativo.

b. El Cliente se obliga a mantener sus sistemas con las suficientes garantías de seguridad que garanticen e impidan los accesos no autorizados de terceros y las filtraciones de la información. El Cliente se obliga a permitir y facilitar al Prestador del Servicio la realización por sí mismo o a través de un tercero, de una auditoría externa con el objeto de verificar los niveles de calidad de los sistemas del Cliente.

c. El Prestador del Servicio podrá suspender el servicio de Encuestas de forma temporal o definitiva en cualquier momento y sin preaviso si considera que (i) las medidas de seguridad implantadas por el Cliente no son suficientes para garantizar la seguridad de la información y los accesos no autorizados (ii) se reciban muchas bajas del servicios y/o muchas reclamaciones sobre el mismo y/o por recepción de correo no autorizado o spam. La suspensión definitiva del servicio dará lugar a la resolución automática del contrato.

2.6 El Cliente reconoce y acepta que el Prestador del Servicio es el propietario de los datos agregados obtenidos como consecuencia de la prestación del Servicio de Encuestas y podrá, sin ninguna limitación, hacer uso de los mismos para sus propias finalidades y publicarlos en cualquier forma y medio. En ningún caso los datos agregados incluirán datos de carácter personal responsabilidad del Cliente y/o datos de identificación del Cliente.

3.- OBLIGACIONES DEL CLIENTE

3.1 El Cliente se obliga a utilizar el Servicio y la página web www.reviewpro.com de conformidad con la legislación aplicable, los términos y condiciones de uso de la misma y única y exclusivamente para la finalidad que le es propia al objeto del presente Contrato, consistente en obtener información de su establecimiento hotelero en cualquiera de las formas que permiten las distintas aplicaciones del Servicio.

3.2 En ningún caso, el Cliente podrá utilizar el Servicio en perjuicio de derechos e intereses de terceros o del Prestador del Servicio ni a los efectos de desarrollar actividades ilegales o contrarias al mercado o al orden socio-económico.

3.3 El Cliente no podrá reproducir, copiar, transformar, modificar o bajo cualquier procedimiento alterar la información contenida en el Servicio, ya sea de forma parcial o total ni efectuar trabajos derivativos basados en el Servicio.

3.4 El Cliente se obliga a no facilitar a terceros ni directa ni indirectamente, la información obtenida a través del Servicio, ni a publicar, comunicar o divulgar dicha información ni licenciar, sublicenciar, vender, revender, transmitir, ceder o distribuir el Servicio.

3.5 El Cliente no podrá introducir software, elementos automáticos o código en el Servicio ni generar múltiples cuentas, generar búsquedas automáticas, solicitudes o preguntas o extraer los datos del Servicio.

3.6 El Cliente no podrá aplicar ingeniería inversa o acceder al Servicio con la finalidad de: (i) crear un producto o servicio que compita con el Servicio, (ii) generar un producto utilizando ideas, prestaciones, funcionalidades o gráficos similares al Servicio, o (iii) copiar cualesquiera ideas, prestaciones, funcionalidad o gráficos del Servicio.

3.7 El Prestador del Servicio se reserva el derecho a controlar el acceso al Servicio por parte del Cliente a fin de evitar cualquier utilización no deseable o fraudulenta, pudiendo retirar o suspender el acceso al mismo si se detectase cualquier uso del Servicio inadecuado, indebido o contrario a las leyes, o en caso de que se produzca una vulneración de los derechos del Prestador del Servicio sobre el sistema y sus contenidos

4.- RESPONSABILIDAD DEL PRESTADOR DEL SERVICIO EN RELACIÓN CON EL CONTENIDO DEL SERVICIO

4.1 Todos los análisis, opiniones y comentarios compilados por el Prestador del Servicio son obtenidos de forma automatizada de Internet. El Cliente conoce y acepta que el Prestador del Servicio agrega y facilita, pero no genera, el contenido que sirve de base al Servicio. En consecuencia, con los límites establecidos en la Ley 34/2002, de 11 de Julio, de servicios de la Sociedad de la Información y de comercio electrónico, el Prestador del Servicio, no se hace responsable de sus contenidos ni de los posibles errores u omisiones,

distorsiones o manipulaciones de la información puesta a disposición del Cliente a través del Servicio. En particular el Prestador del Servicio no garantiza que el Prestador del Servicio compile la totalidad de los comentarios, opiniones, videos, imágenes, entradas en blogs, artículos de opinión, referencias u otra información existente en la red, en particular, teniendo en cuenta que pueden existir determinados sitios web que impidan la captura de los comentarios e información existentes en su web, o que en el futuro puedan cerrar el acceso a sus comentarios, información u opiniones. El Cliente expresamente acepta que el Prestador del Servicio pueda bloquear determinados comentarios que utilicen determinadas palabras clave.

4.2 El Prestador del Servicio no realiza ninguna manifestación ni otorga garantía alguna, ya sea expresa o implícita, a favor del Cliente en relación con el Servicio y/o la información facilitada a través del mismo, incluyendo, sin carácter limitativo, garantías de comercialibilidad o adecuación a un uso o fin determinado. El Prestador del Servicio no garantiza ningún resultado concreto por el uso del Servicio. Salvo en caso de fraude o daños causados por el Prestador del Servicio de forma dolosa o por negligencia grave (respecto a los cuales el Prestador del Servicio será responsable sin limitación), la responsabilidad del Prestador del Servicio bajo el presente Contrato o en relación con el mismo no excederá en ningún caso, de forma agregada, el importe anual abonado por el Cliente conforme al Contrato (IVA y otros impuestos indirectos excluidos). En ningún caso, el Prestador del Servicio será responsable de cualesquiera daños indirectos derivados del uso del Servicio o de cualesquiera daños directos o indirectos derivados de la información obtenida a través del mismo.

4.3 Las capturas y captaciones de los comentarios y opiniones se actualizarán automáticamente cada cuarenta y ocho (48) horas, de forma que se irán agregando a la información ya disponible en el sistema.

4.4 El Prestador del Servicio no puede garantizar la privacidad y seguridad de la utilización del sitio, o que terceros no autorizados puedan tener conocimiento de las características y/o circunstancias del uso que el Cliente haga del sitio web. 4.5 El Cliente responderá frente al Prestador del Servicio y mantendrá a éste indemne por cualesquiera reclamaciones, litigios, costes, daños, responsabilidades y gastos sufridos por o en los que incurra el Prestador del Servicio que deriven del uso del código de acceso por cualquier tercero no autorizado.

5.- CONTINUIDAD DEL SERVICIO

5.1 Los servicios ofrecidos a través de la web www.reviewpro.com se ofrecerán on-line de forma continuada. No obstante lo anterior, el Servicio podrá interrumpirse por motivos técnicos durante periodos de tiempo no superiores a tres (3) días laborales, con preaviso al Cliente. Adicionalmente, el Servicio podrá ser interrumpido puntualmente para la realización de operaciones de mantenimiento, sin necesidad de preaviso al Cliente. La interrupción del

Servicio en los supuestos especificados anteriormente no se considerará un incumplimiento del presente Contrato.

5.2 El Prestador del Servicio no será responsable de las interrupciones o faltas de prestación del Servicio originadas por causas de fuerza mayor ajenas a su voluntad.

5.3 El Prestador del Servicio no puede controlar ni garantizar la ausencia de virus informáticos ni otros elementos indeseados que a través del sitio puedan producir alteraciones o disfunciones en los sistemas de hardware o software del Cliente, y se excluye cualquier responsabilidad por los daños o perjuicios que por tal motivo se pudieran causar.

6.- DURACIÓN DEL CONTRATO

6.1 El presente Contrato tendrá la "Duración Inicial" especificada en las Condiciones Especiales y se prorrogará de forma automática por periodos de igual duración, salvo que cualquiera de las partes notifique a la otra por escrito su intención de no prorrogar el Contrato al menos sesenta (60) días antes de la terminación de la Duración Inicial o de cualquiera de sus prórrogas. A efectos aclaratorios, el Cliente no podrá resolver anticipadamente el Contrato con anterioridad a la terminación de la Duración Inicial o cualquiera de sus prórrogas a pesar de que dicho periodo sea superior al periodo de facturación del Cliente. En caso de que el Cliente decida abandonar el uso del Servicio durante el periodo de Duración Inicial o cualquiera de sus prórrogas, el Cliente deberá abonar al Prestador del Servicio el Precio especificado en las Condiciones Especiales, tal y como dicho Precio haya sido modificado conforme a lo dispuesto en el apartado 7 siguiente, que hubiera debido percibir el Prestador del Servicio de no mediar la terminación anticipada o el abandono del Servicio (esto es, el Precio total del Contrato correspondiente a la Duración Inicial del Contrato o cualquiera de sus prórrogas)

6.2 Las partes acuerdan que, sin perjuicio del derecho del Prestador del Servicio a la percepción de los intereses de acuerdo con lo establecido en el apartado 7.4 siguiente, el retraso en el pago de los Servicios por parte del Cliente durante un periodo superior a los treinta (30) días siguientes a la fecha de vencimiento de dicho pago, constituye un incumplimiento material del presente Contrato, pudiendo el Prestador del Servicio, de forma unilateral, dar por resuelto automáticamente el presente Contrato, en cualquier momento y sin más requisito que notificárselo por escrito al Cliente. En este supuesto, el Cliente abonará al Prestador del Servicio, en concepto de cláusula penal no moderable judicialmente, un importe igual al Precio especificado en las Condiciones Especiales, tal y como dicho Precio haya sido modificado conforme a lo dispuesto en el apartado 7 siguiente, que hubiera debido percibir el Prestador del Servicio de no mediar la terminación anticipada. Las partes reconocen expresamente que la referida penalización es proporcionada y adecuada a la gravedad del incumplimiento y de los daños que el incumplimiento tendría para el Prestador del Servicio.

7.- PRECIO Y FORMA DE PAGO

7.1 El Cliente abonará el Precio especificado en las Condiciones Especiales. En caso de prórroga del Contrato conforme a lo dispuesto en la cláusula 6 anterior, con cada renovación el Cliente abonará el Precio especificado en las Condiciones Especiales, en los mismos términos y utilizando la misma forma de pago que la establecida en las Condiciones Especiales para el pago del Precio correspondiente a la Duración Inicial.

7.2 Transcurrida la Duración Inicial del Contrato y para prórrogas sucesivas del mismo, el Precio se incrementará proporcionalmente a la variación experimentada por el Índice de Precios al Consumo publicado por el Instituto Nacional de Estadística o cualquier otro que lo sustituya.

7.3 El Precio especificado en las Condiciones Especiales no incluye impuestos, en particular, no incluye el Impuesto sobre el Valor Añadido ("IVA"), que será abonado por el Cliente. El Cliente acepta abonar cualesquiera impuestos aplicables al uso del Servicio. En el supuesto de que el Cliente estuviera establecido en un país miembro de la Unión Europea, el Cliente manifiesta que está inscrito en el Registro de Operadores Intracomunitarios de su país de residencia y facilitará copia del certificado de dicha inscripción a solicitud del Prestador del Servicio.

7.4 En caso de retraso en el pago de una factura, las cantidades pendientes de pago por parte del Cliente devengarán intereses de demora a un tipo de interés igual a 8,5%. Los intereses se devengarán día a día y deberán pagarse semanalmente. Los intereses devengados y no satisfechos se capitalizarán de conformidad con lo establecido en el artículo 317 del Código de Comercio. El Cliente deberá indemnizar, además, los restantes daños y perjuicios que su incumplimiento o mora hayan podido causar.

7.5 El Cliente toma conocimiento y acepta que la gestión del cobro de los importes adeudados por el Cliente al Prestador del Servicio conforme al presente Contrato podrá ser efectuada por Intrum Justitia Ibérica, S.A.U., cualquier sociedad perteneciente a su grupo, o cualquier otra entidad de gestión de cobros con la que el Prestador del Servicio contrate dicho servicio en cada momento.

7.6 Sin perjuicio de lo dispuesto en el apartado 7.2 anterior, el Prestador del Servicio podrá notificar al Cliente un incremento del precio del Contrato en caso de incrementos en los costes en los que incurre el Prestador del Servicio impuestos por terceros proveedores de información. El Cliente no podrá resolver el presente Contrato como consecuencia de dicho incremento salvo que el mismo exceda un importe igual al 10% del Precio especificado en las Condiciones Especiales, tal y como dicho Precio haya sido modificado conforme a lo dispuesto en el apartado 7.2 anterior, (IVA y otros impuestos indirectos excluidos).

8.- COMPROMISOS DE COLABORACIÓN

El Prestador del Servicio está habilitado para incluir el nombre y el logotipo o signos distintivos del Cliente en su página web, dentro de la lista de sus clientes, pudiéndose añadir alguna declaración entrecomillada del Cliente relativa al Servicio para su publicación en notas de prensa. Dicha declaración deberá ser previamente consensuada entre las Partes.

9.- PROPIEDAD INTELECTUAL E INDUSTRIAL

9.1 El Prestador del Servicio conservará la propiedad de sus derechos de propiedad intelectual e industrial en relación con el Servicio.

9.2 Ninguna de las estipulaciones contenidas en el presente Contrato será interpretada como una cesión o cualquier otro modo de transmisión de ningún derecho de propiedad intelectual o industrial propiedad del Prestador del Servicio.

9.3 Sin perjuicio del derecho del Cliente al acceso al Servicio de conformidad con los términos del presente Contrato, el Cliente no tendrá ningún derecho respecto a la propiedad intelectual e industrial perteneciente al Prestador del Servicio.

10.- ACTUALIZACIÓN DE DATOS

10.1 El Cliente se obliga a comunicar al Prestador del Servicio cualquier modificación de los datos de contacto y los datos de contacto de facturación que figuran en el encabezamiento de las Condiciones Especiales en el plazo máximo de cinco (5) días desde la fecha en que tenga lugar la modificación mediante email dirigido a accounts@reviewpro.com.

10.2 Las partes acuerdan que el incumplimiento por parte del Cliente de sus obligaciones establecidas en el presente apartado 10 constituye un incumplimiento material del presente Contrato, pudiendo el Prestador del Servicio, de forma unilateral, dar por resuelto automáticamente el presente Contrato, en cualquier momento y sin más requisito que notificárselo por escrito al Cliente. En este supuesto, el Cliente abonará al Prestador del Servicio, en concepto de cláusula penal no moderable judicialmente, un importe igual al Precio especificado en las Condiciones Especiales, tal y como dicho Precio haya sido modificado conforme a lo dispuesto en el apartado 7 anterior, que hubiera debido percibir el Prestador del Servicio de no mediar la terminación anticipada. Las partes reconocen expresamente que la referida penalización es proporcionada y adecuada a la gravedad del incumplimiento y de los daños que el incumplimiento tendrían para el Prestador del Servicio.

11.- PROTECCIÓN DE DATOS

El Prestador del Servicio, como consecuencia de la prestación de los servicios contratados por el Cliente, se compromete a:

(i) Tratar los datos personales siguiendo únicamente las instrucciones documentadas del Cliente, inclusive con respecto a las transferencias de datos personales a un tercer país o una organización internacional, salvo que esté obligado a ello en virtud del Derecho de la Unión o de los Estados miembros que aplique al Prestador del Servicio; en tal caso, el Prestador del Servicio informará al Cliente de esa exigencia legal previa al tratamiento, salvo que tal derecho lo prohíba por razones importantes de interés público.

(ii) Garantizar que las personas autorizadas para tratar los datos personales se han comprometido a respetar la confidencialidad o estén sujetas a una obligación de confidencialidad de naturaleza estatutaria.

(iii) Tomar todas las medidas en materia de seguridad de los datos personales, implantando las medidas de seguridad y mecanismos establecidos en el artículo 32 del Reglamento General de Protección de Datos (en adelante, "RGPD"), tales como:

- Garantizar la confidencialidad, integridad, disponibilidad y resiliencia permanentes de los sistemas y servicios de tratamiento.

- Restaurar la disponibilidad y el acceso a los datos personales de forma rápida, en caso de incidente físico o técnico.

- Verificar, evaluar y valorar, de forma regular, la eficacia de las medidas técnicas y organizativas implantadas para garantizar la seguridad del tratamiento.

- Seudonimizar y cifrar los datos personales, en su caso.

(iv) A no recurrir a otro encargado del tratamiento sin la autorización previa por escrito, específica o general, del Cliente. En este último supuesto, el Prestador del Servicio informará al Cliente de cualquier cambio previsto en la incorporación o sustitución de otros encargados, dando así al Cliente la oportunidad de oponerse a dichos cambios.

En el caso de que el Prestador del Servicio recurra a otro encargado para llevar a cabo determinadas actividades de tratamiento por cuenta del Cliente, se impondrán a este otro encargado, mediante contrato u otro acto jurídico establecido con arreglo al Derecho de la Unión o de los Estados miembros, las mismas obligaciones de protección de datos que las estipuladas en el contrato de encargo de tratamiento entre el Cliente y el Prestador del Servicio; en particular, respecto a la prestación de garantías suficientes de aplicación de medidas técnicas y organizativas apropiadas de manera que el tratamiento sea

conforme con las disposiciones establecidas en el RGPD. Si este otro encargado incumple sus obligaciones de protección de datos, el Prestador del Servicio seguirá siendo plenamente responsable ante el Cliente, por lo que respecta al cumplimiento de las obligaciones del otro encargado.

(v) Asistir al Cliente, teniendo cuenta la naturaleza del tratamiento, a través de medidas técnicas y organizativas apropiadas, siempre que sea posible, para que éste pueda cumplir con su obligación de responder a las solicitudes que tengan por objeto el ejercicio de los derechos de los interesados (de acceso a los datos personales relativos al interesado, su rectificación o supresión, o la limitación de su tratamiento, o a oponerse al tratamiento, así como el derecho a la portabilidad de los datos).

(vi) Ayudar al Cliente a garantizar el cumplimiento de las obligaciones en materia de seguridad de los datos personales, notificación y comunicación de violaciones de la seguridad de los datos personales, tanto a la autoridad de control como al interesado, evaluación de impacto relativa a la protección de datos, así como consulta previa a la autoridad de control, teniendo en cuenta la naturaleza del tratamiento y la información a disposición del Prestador del Servicio.

(vii) A elección del Cliente, el Prestador del Servicio suprimirá o devolverá todos los datos personales una vez finalice la prestación de los servicios de tratamiento, y suprimirá las copias existentes a menos que se requiera la conservación de los datos personales en virtud del Derecho de la Unión o de los Estados miembros.

(viii) Pondrá a disposición del Cliente toda la información necesaria para demostrar el cumplimiento de las obligaciones establecidas en el presente apartado, así como para permitir y contribuir a la realización de auditorías, incluidas inspecciones, por parte del Cliente o de otro autorizado por este último.

Por favor, consulte todas las medidas relativas a la protección de datos personales que regulan la relación entre el Cliente y el Prestador del Servicio y a las que se hace referencia en la presente cláusula, en el Data Processing Agreement (Contrato de Encargado de Tratamiento) suscrito por ambas partes.

12.- TERMINACIÓN O SUSPENSIÓN

12.1 Sin perjuicio de la facultad del Prestador del Servicio de terminar el presente Contrato establecida en el apartado 6.2 anterior, en caso de que el Cliente: (i) incumpla cualquiera de sus obligaciones establecidas en el presente Contrato o en cualquier otro contrato con el Prestador del Servicio, (ii) no pueda cumplir regularmente sus obligaciones exigibles, (iii) alguno de sus bienes esté sujeto a embargo o a cualquier otra medida de ejecución, (iv) se encuentre en cualquier situación similar en cualquier jurisdicción, y/o (v) cese en sus actividades, el Prestador del Servicio podrá, a su sola discreción, sin perjuicio

de cualesquiera otras acciones a su disposición, suspender sus obligaciones o terminar el Contrato (con independencia de que el mismo haya sido anteriormente suspendido o no) mediante notificación por escrito al Cliente efectuada en cualquier momento, y sin responsabilidad alguna frente al Cliente.

12.2 En caso de terminación del Contrato por cualesquiera motivos: 1. el Cliente deberá abonar inmediatamente al Prestador del Servicio todas las facturas pendientes, incluyendo cualesquiera intereses; 2. no se verán afectados los derechos, acciones, obligaciones o responsabilidades de las partes devengados con anterioridad a la fecha de terminación, incluyendo cualesquiera derechos de reclamación de daños en relación con cualquier incumplimiento contractual existente en o con anterioridad a la fecha de terminación; y; 3. la cláusula 9 seguirá surtiendo plenos efectos.

13.- MISCELÁNEA

13.1 El presente Contrato constituye un contrato completo entre partes en relación a su objeto y deroga cualquier acuerdo, compromiso, discusión o negociación que haya tenido lugar de forma previa entre las Partes sobre el mismo objeto.

13.2 Si una o más estipulaciones del presente Contrato son declaradas, por cualquier razón, inválidas, ilícitas o inaplicables por un tribunal o autoridad con competencia en relación a cualquiera de las Partes del presente Contrato, dicha estipulación será válidamente modificada de manera que sea lo más acorde posible a la intención de las Partes.

13.3 Los derechos y obligaciones derivados del presente Contrato están regulados por sus propias cláusulas, y en lo previsto por la legislación española.

13.4 Cualquier disputa o controversia que pueda surgir en relación con este Contrato ambas Partes se someten expresamente, con renuncia al propio fuero que pudiera corresponderles, a la jurisdicción y competencia de los Juzgados y Tribunales de Barcelona capital.

GENERAL T&C

ReviewPro Asia Pacific Pte. Ltd./Shiji (Singapore) Pte. Ltd

1.- OBJECT OF THE AGREEMENT

1.1 The object of this Agreement is to allow the Client access to the Service provided by the Service Provider in relation to the establishments listed in the attached Specific Terms and Conditions.

1.2 Access to the Service will be made available online through Internet connection maintained by the Client. For that purpose, the Service Provider will provide the Client with a strictly confidential access code for its exclusive use. The Client shall adopt all measures necessary to keep this code confidential,

and the Service Provider will not be liable for any consequences caused by the use of the access code by unauthorized third parties.

1.3 The Service Provider reserves the right to amend its programs, as well as the system for supplying data and the technical characteristics for accessing the Service.

2.- THE SERVICE

2.1 The Service to be provided shall comprise the Corporate Version, the Standard Version and the Plus Version as set out in this Clause

FEATURES OF THE CORPORATE VERSION

- * Collating of opinions and ratings from various sources
- * Collating of photos and videos from various sources
- * Automatic classification of opinions and ratings
- * Tracking of historical trends and competitors
- * Customized classification; and
- * Configurable alerts

FEATURES OF THE STANDARD VERSION

- * Collating of opinions and ratings from various sources
- * Collating of photos and videos from various sources
- * Collating of blogs and articles on the Internet from various sources
- * Automatic classification of opinions and ratings
- * Tracking of historical trends and competitors
- * Customized classification; and
- * Configurable alert

FEATURES OF THE PLUS VERSION This Plus Service includes all Standard Service features plus the following additional features:

- * Keyword searches across all review sources
- * Semantic analysis of reviews

- * Reports by department
- * Global dashboards
- * Workflow system
- * Handling of favourable reviews
- * Entering of internal client surveys

2.2 Subject to the Client's compliance with the terms of this Agreement, all other terms specific to this Client are explained in the Specific Terms and Conditions section of this Agreement, which are found on page 1.

3.- OBLIGATIONS OF THE CLIENT

3.1 The Client undertakes to use the Service and the web site www.reviewpro.com ("Web Site") in compliance with any other terms and conditions and laws as may be applicable to the use of the Service and/or the Web Site, solely and exclusively for the purpose inherent in the object of this Agreement, consisting of obtaining information on its hotel establishment in any way allowed by the various applications of the Service.

3.2 Under no circumstances may the Client use the Service to the detriment of any rights or interests of third parties or of the Service Provider or for performing activities, which are unlawful or contrary to the market or socioeconomic policy.

3.3 This Service is provided to the Client solely for the benefit of the Client, and may not be used, distributed, circulated, quoted, referred to, relied upon or otherwise disseminated to or by any other entity or person whatsoever.

3.4 Notwithstanding the generality of Clause 3.3 above, the Client undertakes not to

a. reproduce, copy, transform, amend or alter the information contained in the Service through any process, either partially or in full; and

b. directly or indirectly provide third parties with the information obtained through the Service, nor publish, communicate or disclose such information without the prior written approval of the Service Provider.

3.5 The Service Provider reserves the right to control access to the Service by the Client in order to avoid any undesired or fraudulent use, being entitled to withdraw or suspend access to the same should any undue or inappropriate use of the Service be detected, or any use which may be contrary to law, or in the event there is a breach of the Service Provider's rights over the system and its contents.

4.- SERVICE CONTENT

4.1 The comments and opinions compiled by the Service Provider as part of the Service will be updated automatically every forty-eight (48) hours, which will be added to the information already available on the system.

4.2 ALL OPINIONS AND COMMENTS COMPILED BY THE SERVICE PROVIDER AS PART OF THE SERVICE ARE OBTAINED THROUGH AUTOMATED MEANS FROM [PUBLICLY AVAILABLE SOURCES] ON THE INTERNET AND ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE SERVICE PROVIDER NEITHER WARRANTS NOR GUARANTEES: a.THE ACCURACY OR COMPLETENESS OF THE CONTENTS OR MATERIALS ON THE WEB SITE WHICH MAY BE OUT OF DATE BY THE TIME OF PUBLICATION, AND THE SERVICE PROVIDER NEITHER MAKES ANY COMMITMENT NOR ASSUMES ANY RESPONSIBILITY FOR ANY CONTENTS OR FOR ANY POSSIBLE ERRORS OR OMISSIONS IN THE INFORMATION MADE AVAILABLE TO THE CLIENT THROUGH THE SERVICE. IN PARTICULAR, THE SERVICE PROVIDER DOES NOT GUARANTEE THAT THE SERVICE PROVIDER HAS COMPILED ALL COMMENTS OR OPINIONS EXISTING ON THE INTERNET GIVEN THAT COMPATIBILITY ISSUES AND/OR SECURITY FEATURES EMBEDDED IN CERTAIN WEB SITES MAY PREVENT THE CAPTURING OF COMMENTS EXISTING ON THE RELEVANT WEB PAGE, OR WHICH ACCESS TO THE COMMENTS AND OPINIONS MAY BE CLOSED; OR b.THE PRIVATE NATURE OR SECURITY OF THE USE OF THE WEB SITE OR AGAINST UNAUTHORIZED THIRD PARTIES FROM POSSIBLY BECOMING AWARE OF THE CHARACTERISTICS AND/OR CIRCUMSTANCES OF THE USE THE CLIENT MIGHT MAKE OF THE WEB SITE; OR c.THE ABSENCE OF COMPUTER VIRUS, TROJAN HORSES OR ANY OTHER CODE OR UNWANTED ELEMENTS IN THE WEB SITE OR IN THE INFORMATION PROVIDED AS PART OF THE SERVICE, WHICH MAY CAUSE ALTERATION, DYSFUNCTION OR DESTRUCTION TO THE CLIENT'S HARDWARE OR SOFTWARE SYSTEMS.

4.3 THE SERVICE PROVIDER RESERVES THE RIGHT TO WITHDRAW AND/OR AMEND CONTENT ON THE WEB SITE WITHOUT NOTICE AND ACCEPTS NO LIABILITY, NO MATTER HOW THAT MAY BE CAUSED.

5.- CONTINUITY OF THE SERVICE

5.1 WHILST THE SERVICE PROVIDER WILL USE REASONABLE MEASURES TO ENSURE THAT ACCESS TO THE WEB SITE IS ALWAYS AVAILABLE, FROM TIME TO TIME ACCESS TO THE WEB SITE MAY BE

INTERRUPTED, TEMPORARILY RESTRICTED OR BLOCKED IN FULL OR IN PART WITHOUT NOTICE DUE TO ANY REASON, AND THE SERVICE PROVIDER RESERVES THE RIGHT TO TEMPORARILY RESTRICT OR INTERRUPT ACCESS, WHETHER FOR THE PURPOSE OF UPGRADING, MAINTAINING OR INVESTIGATING THE WEB SITE OR FOR ANY REASON WHICH, IN THE SERVICE PROVIDER'S ABSOLUTE DISCRETION, DEEM APPROPRIATE OR NECESSARY. IF THE SERVICE PROVIDER HAS PLANNED TO RESTRICT ACCESS TO THE SERVICE FOR MORE THAN THREE (3) BUSINESS DAYS, THE SERVICE PROVIDER SHALL AS FAR AS POSSIBLE PROVIDE THE CLIENT WITH ADVANCE NOTICE. THE SERVICE PROVIDER SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE SUFFERED BY OR CAUSED TO THE CLIENT ARISING OUT OF, IN CONNECTION WITH OR BY REASON OF SUCH INTERRUPTION, RESTRICTION OR BLOCKED ACCESS TO THE WEB SITE.

5.2 THE SERVICE PROVIDER WILL NOT BE LIABLE FOR ANY INTERRUPTIONS, DELAY OR FAILURE IN PERFORMANCE OF THE SERVICE RESULTING FROM CAUSES BEYOND ITS REASONABLE CONTROL INCLUDING BUT NOT LIMITED TO OUTAGE, ELECTRICAL, ELECTRONIC, TECHNICAL AND COMPUTER-RELATED FAULTS AND BREAKDOWNS, FIRES, STRIKES (OF ITS OWN OR OTHER EMPLOYEES), INSURRECTION OR RIOTS, EMBARGOES, THE REQUIREMENTS OF ANY CIVIL OR MILITARY AUTHORITY, CIVIL COMMOTION, POWER FAILURE, WAR, ACTS OF FOREIGN ENEMIES, ACTS OF TERRORISM OR OTHER DISTURBANCES OR PERILS OF A SIMILAR OR ANALOGOUS NATURE ("FORCE MAJEURE EVENT"). THE SERVICE PROVIDER SHALL FOR THE DURATION OF SUCH FORCE MAJEURE EVENT, BE RELIEVED OF ANY OBLIGATION AS AFFECTED BY THE SAID EVENT, AND THE TERMS AND CONDITIONS HEREIN SHALL REMAIN IN FORCE WITH REGARD TO ALL OTHER OBLIGATIONS THAT ARE NOT AFFECTED BY SUCH EVENT.

6.- TERM OF THE AGREEMENT AND TERMINATION

6.1 This Agreement shall last for the "Contract Length" specified in the Specific Terms & Conditions and will be automatically renewed for successive one (1)-year periods unless either party should notify the other of its termination in writing at least sixty (60) days prior to the expiry date of the Contract Length or of any of the yearly extensions thereto.

6.2 In addition to the provisions in the Specific Terms and Conditions, each Party shall have the right to terminate the Agreement immediately upon the occurrence of any of the following events by the other Party:

- a. winding up, or
- b. the making of a proposal to a Party and its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs, or

- c. the application to the court for the appointment of a liquidator, provisional liquidator or judicial manager; or the appointment of a receiver or judicial manager; and or
- d. the making of a proposal to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs; or the appointment of a receiver in respect of its property.

6.3 Upon any expiry or termination of this Agreement, without prejudice to any other rights or remedies which the Parties may have under this Agreement:

- a. all rights licensed or granted to the Client under this Agreement shall immediately cease;
- b. the Client shall pay to the Service Provider any outstanding Fees that have accrued prior to the date of expiry or termination; and
- c. Clauses [6 to 9] and Clauses [10, 11 and 13] shall survive the termination of this Agreement.

7.- PRICE AND METHOD OF PAYMENT

7.1 The Client shall pay the Price specified in the Specific Terms & Conditions. Should the Agreement be renewed under the terms of point 6 above, each year the Client shall pay the Annual Price appearing in the Specific Terms & Conditions, in the same payment terms and using the same method of payment as established for the payment of the price corresponding to the Contract Length.

7.2 After the "Contract Length" specified in the Specific Terms & Conditions has elapsed from the commencement of the provision of the Service, and for any successive one-year periods, the price will be increased in accordance with the CPI published to such end by the Department of Statistics Singapore or any other body, which may replace it in the future.

8.- COLLABORATION UNDERTAKING

8.1 The Service Provider is entitled to include the name and logo or distinctive signs of the Client on its Web Site, on the client list, and may include a Client quote relating to the Service to be published in press releases. Such statement must be agreed on beforehand by the Parties.

8.2 The Client will try to ensure it sends at least one press release during the period of the agreement commenting on various aspects of the Service its collaboration with the Service Provider – such as the signing of the agreement,

advantages and benefits of the Service, etc.-. The text of these press releases must also be agreed on by the Parties.

9.- INTELLECTUAL PROPERTY

9.1 For the purpose of this Clause 9:- “Background Intellectual Property”: means any and all Intellectual Property provided by a Party for the purpose of this Agreement, which does not result from or otherwise newly created pursuant to or for the purpose of this Agreement by a Party (and its employees and/or subcontractors and/or auxiliaries). “Intellectual Property”: means all intellectual property and includes without limitation copyrights, patents, trademarks, service marks, database rights and rights to extract data, registered and unregistered designs, rights in circuit layouts and semi-conductor topography rights, trade secrets, applications for any of the foregoing and all other similar rights recognised in any part of the world, methods, techniques, processes, discoveries, inventions, innovations, unpatentable processes, technical information, specifications, recipes, formulae, designs, plans documentation, drawings, data and Confidential Information. “ReviewPro Content”: means any and all text, graphics, logos, button icons, images, audio clips, video clips, data compilations and software, and the compilation thereof as appearing on the Web Site or provided in connection with the Service “ReviewPro Trade Marks”: means all trademarks, brand names, logos and related tag-lines and service marks displayed on the Web Site or in any information provided in connection with the Service, whether or not appearing with the trade mark symbol (™), and whether or not registered anywhere in the world.

9.2 All rights, title and interest in and to the ReviewPro Content, the ReviewPro Trade Marks and the Background Intellectual Property disclosed by the Service Provider (including derivative works therefrom) are owned by the Service Provider, its affiliates, related companies or its licensors or joint venture partners.

9.3 Other than the limited grant of access to and viewing of the ReviewPro Content and or the ReviewPro Trade Marks, the Service Provider grants to the Client no other privileges or rights in any of the ReviewPro Content and or the ReviewPro Trade Marks.

9.4 The Client acknowledges that:

a.any other use of the ReviewPro Content, the ReviewPro Trade Marks and/or Background Intellectual Property disclosed by the Service Provider (including derivative works therefrom), including without limitation, any reproduction, modification, distribution, transmission, republication, display, broadcast or performance of the same, without the prior written permission of the Service Provider, is strictly prohibited; and

b. any modification or use of the ReviewPro Content, ReviewPro Trade Marks, and/or Background Intellectual Property disclosed by the Service Provider

(including derivative works therefrom) for any other purpose will be a violation of the intellectual property rights of the Service Provider, its affiliates, related companies or its licensors or joint venture partners.

9.5 Nothing in this Agreement will be interpreted as an assignment or any other type of transfer of any intellectual property to the Client. All rights not expressly licensed by the Service Provider under this Agreement are reserved.

10.- DATA PROTECTION

The Service Provider, as a consequence of the provision of the services contracted by the Client, undertakes to:

(i) To process the personal data only on documented instructions from the Client, including with regard to transfers of personal data to third countries or an international organization, unless required to do so by Union or Member State law to which the Service Provider is subject; in such case, the Service Provider shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

(ii) Ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under appropriate statutory obligations confidentiality.

(iii) Take all measures regarding the security of personal data, implementing the security measures and mechanisms pursuant to Article 32 of the General Data Protection Regulation (hereinafter, "GDPR"), such as:

-The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

-The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

-A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

-The pseudonymisation and encryption of personal data.

(iv) Not engage another processor without prior specific or general written authorization of the Client. In the case of general written authorization, the Service Provider shall inform the Client of any intended changes concerning the addition or replacement of other processors, thereby giving the Client the opportunity to object to such changes. Where the Service Provider engages another processor for carrying out specific processing activities on behalf of the Client, the same data protection obligations as set out in the contract or other legal act between the Client and the Service Provider shall be imposed on that

the processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements established in the GDPR. Where that other processor fails to fulfill its data protection obligations, the Service Provider shall remain fully liable to the Client for the performance of that other processor's obligations.

(v) Taking into account the nature of the processing, assist the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the obligation to respond to requests for exercising the data subject's rights (access to, rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability).

(vi) Assist the Client in ensuring compliance with the obligations regarding personal data security, notification and communication of personal data security breach, both to the control authority and the interested party, data protection impact assessment as well as prior consultation to the supervisory authority, taking into account the nature of processing and the information available to the Service Provider.

(vii) At the choice of the Client, the Service Provider deletes or returns all the personal data to the controller after the end of the provision of services relating to processing and deletes existing copies unless Union or Member State law requires storage of the personal data.

(viii) Make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this section and allow to contribute to audits, including inspections, conducted by the Client or another auditor mandated by the latter.

Please, consult all the measures related to the protection of personal data in the Data Processing Agreement, which regulate the relationship between the Client and the Service Provider and to which reference is made throughout this clause.

11.- CONFIDENTIALITY

11.1 Each Party agrees that:

a. it shall use the Confidential Information (as defined below) of the disclosing Party solely for the purposes or for the performance of its obligations under this Agreement, and it shall not use any part of the Confidential Information of the disclosing Party for any other purpose;

b. it shall treat the Confidential Information of the disclosing Party strictly private and confidential, and shall take such precautions and exercise such care to prevent the disclosure or use of such confidential Information; and

c. it shall not at all any time during or after the termination or completion of this Agreement disclose or permit the disclosure directly or indirectly to any third party the Confidential Information of the disclosing Party without its prior written approval.

11.2 For the purpose of this Clause 11, "Confidential Information" means any proprietary, commercial, technical, financial, operational and marketing information (whether in writing or otherwise) and designs, drawings, plans, specifications, reports and other information and documents which the disclosing Party has identified as being confidential, but does not include information which:

- a. is available in the public domain at the time it was obtained;
- b. is obtained from third parties without any restriction on disclosure and without breach of a non-disclosure obligation;
- c. is independently developed by the receiving Party without any access to the disclosing Party's Confidential Information; or
- d. is disclosed by the receiving Party pursuant to any order from any court, governmental or regulatory authority requiring disclosure provided the receiving Party has given the disclosing Party reasonable notice of such order.

12.- LIMITATION AND EXCLUSION OF LIABILITY

12.1 Notwithstanding any other provision to the contrary in this Agreement, except for restitutionary remedies at law or under this Agreement to the maximum extent permitted by law:

- a. the maximum cumulative liability of each Party for all or any loss or damage whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, regardless of the number of events giving rise to liability, shall be limited to a sum equivalent to the amounts actually received by Service Provider; and
- b. ANY LIABILITY OF EITHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR ANY OTHER CAUSE OF ACTION, FOR ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUES, OR ANTICIPATED SAVINGS, ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, AND ANY LOSS OF USE, LOSS OF REPUTATION OR GOODWILL, LOSS OF CUSTOM OR CUSTOMER RELATIONSHIPS OR LOST DATA OR BUSINESS INTERRUPTION WHETHER ARISING OUT OF THE ACCESS TO, USE OF OR INABILITY TO ACCESS OR USE, THE WEB SITE OR ANY ERRORS OR OMISSIONS IN ITS CONTENT, INCLUDING DAMAGE TO THE CLIENT'S HARDWARE OR SOFTWARE SYSTEMS, IS HEREBY EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

12.2 The aforesaid limitations have been determined by the Parties to be reasonable limitations due to the potential for controversy, the difficulty of economic analysis of relevant loss, damages or liability, and that fact that, at the time of entering into the Agreement, it is not possible to foresee and provide in the Agreement (in particular by way of adjustments to the Fees payable) for all contingencies which may give rise to loss, damage or liability.

13.- OTHERS

13.1 Entire Agreement The attached Schedule and its annexes to this Agreement shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the attached Schedule and its annexes. This Agreement constitutes the entire agreement between the Parties in relation to its object and supersedes any other agreement, undertaking, discussion or negotiation, which might have taken place previously between the Parties regarding the same object.

13.2 Severability Should any term or provision of this Agreement for any reason be declared invalid, unlawful or unenforceable by a Court or competent authority, the Parties shall mutually agree on the amendment of such term or provision to the closest extent possible to the original intent of the Parties, and the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13.3 Applicable Law and Jurisdiction This Agreement shall be construed under and governed by the laws of the Republic of Singapore. In the event of any dispute or controversy which may arise in relation to this Agreement, both Parties expressly submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore

13.4 Relationship In the performance of this Agreement, the Service Provider shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Service Provider a joint venture with, or partner or agent of, the Client, and any terms or duties which would otherwise be implied in this respect are hereby excluded.

13.5 No Waiver The failure or delay of either Party to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

13.6 No Assignment No Party may assign, transfer or delegate its rights or obligations under this Agreement whether in whole or in part without the other Party's written consent.

13.7 No Variation Without Written Agreement No Party may vary, add to or delete any provision in this Agreement which relates to such Party's obligations unless mutually agreed in writing by the Parties.

13.8 Rights of Third Parties Except as expressly provided in this Agreement, nothing in this Agreement will create or confer any rights or other benefits on or in favour of any person who is not a party to this Agreement whether pursuant to the Contracts (Rights of Third Parties) Act (Cap 53B) 2002 or otherwise.

13.9 Notices Unless otherwise stated in this Agreement, all legal notices, consents and approvals under this Agreement must be in writing and delivered by courier, by facsimile, or by certified or registered mail (postage prepaid and return receipt requested) to the other Party at the address and contact details set out here below, and are deemed delivered when received.

GENERAL T&C

ReviewPro Inc./Shiji (US) Inc.

1.- OBJECT OF THE AGREEMENT

1.1 The object of this Agreement is to allow the Client access to the Service provided by the Provider in relation to the Hotels listed in the above terms (the "Special Conditions").

1.2 Access to the Service will be made by online connection. For that purpose, the Service Provider will provide the Client with a strictly confidential access code for its exclusive use. The Client shall adopt all measures necessary to keep this code confidential, and the Service Provider will not be liable for any consequences caused by the use of the access code by unauthorized persons or instrumentalities.

1.3 The Service Provider reserves the right to amend its programs, as well as the system for supplying data and the technical characteristics for accessing the Service.

2.- THE SERVICE

Features of the plus service:

- This service includes the following additional features:
- Keyword searches across all review sources
- Semantic analysis of reviews

- Reports by department
- Global dashboards
- Workflow system

3.- OBLIGATIONS OF THE CLIENT

3.1 The Client undertakes to use the Service and the web page www.reviewpro.com in compliance with this Agreement, all applicable laws and the terms and conditions of use of the same, solely and exclusively for the purpose of obtaining such information on its hotel establishment in any way allowed by the various applications of the Service.

3.2 Under no circumstances may the Client use the Service to the detriment of any rights or interests of third parties or of the Service Provider or for performing activities that are unlawful or contrary to public policy.

3.3 The Client may not reproduce, copy, transform, amend or supplement the information contained in the Service through any process, either partially or in full.

3.4 The Client undertakes not to directly or indirectly provide third parties, for a consideration, with the information obtained through the Service, nor publish, communicate or disclose such information.

3.5 The Service Provider reserves the right to control access to the Service by the Client in order to prevent or terminate any undesired or fraudulent use, including the right to withdraw or suspend access to the same should any undue or inappropriate use of the Service be detected, or upon any use which may be contrary to this Agreement or applicable law, or in the event there is an infringement of any rights in the system or its contents.

4.- SERVICE PROVIDER LIABILITY IN RELATION TO SERVICE CONTENT

4.1 All opinions and comments compiled by the Service Provider are obtained through automated means from the Internet. Therefore, except to the extent otherwise provided by law in any applicable jurisdiction, the Service Provider is not liable for their content or for any possible errors or omissions in the information made available to the Client through the Service. In particular, the Service Provider does not warrant or guarantee that the Service Provider has compiled all comments or opinions existing on the web. Without limiting the foregoing, Client acknowledges that there may exist certain web sites which prevent the capturing of comments existing on such sites, or which in the future may terminate access to their comments and opinions. Service Provider also

disclaims any warranty or guarantee regarding the source of any comments or opinions made available through the service.

4.2 The capturing of such comments and opinions will be updated automatically every forty-eight (48) hours, to be added to the information already available on the system.

4.3 The Service Provider cannot guarantee the private nature or security of the use of the site or guarantee against unauthorized third parties from possibly becoming aware of the characteristics and/or circumstances of the use the Client might make of the web site.

5.- CONTINUITY OF THE SERVICE

5.1 The services offered through the web www.reviewpro.com will be offered continuously on line. Notwithstanding this, the Service may be interrupted due to technical reasons for periods of no more than three (3) business days on reasonable advance notice to Client. Furthermore, the Service may be interrupted from time to time for maintenance operations, with no need for prior notice to the Client.

5.2 The Service Provider will not be liable for any interruptions or failure to provide the Service due to causes beyond its reasonable control, including issues affecting public telecommunications networks.

5.3 The Service Provider can neither control nor guarantee the absence of computer virus or any other unwanted elements which through the site may cause alterations or dysfunctions in the Client's hardware or software systems. Client acknowledges and agrees that Service Provider will have no liability for any damage or loss which might be caused by such viruses or other unwanted elements.

6.- PRICE AND METHOD OF PAYMENT

The Client shall pay the Price specified in the Special Conditions.

7.- COLLABORATION UNDERTAKING

The Service Provider is entitled to include the name and logo or distinctive signs of the Client on its web page and on its client list.

8.- INTELLECTUAL PROPERTY

8.1 Client acknowledges and agrees that Service Provider and its suppliers retain exclusive ownership of all intellectual property rights in and to the Service.

8.2 None of the clauses contained in this Agreement will be interpreted as an assignment, license or any other type of transfer of any intellectual property right belonging to the Service Provider or its suppliers.

8.3 Notwithstanding the Client's right to access to the Service in accordance with the terms of this Agreement, the Client will hold no rights in respect of the intellectual property belonging to the Service Provider.

9.- DATA PROTECTION

The Service Provider, as a consequence of the provision of the services contracted by the Client, undertakes to:

(i) To process the personal data only on documented instructions from the Client, including with regard to transfers of personal data to third countries or an international organization, unless required to do so by Union or Member State law to which the Service Provider is subject; in such case, the Service Provider shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

(ii) Ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under appropriate statutory obligations confidentiality.

(iii) Take all measures regarding the security of personal data, implementing the security measures and mechanisms pursuant to Article 32 of the General Data Protection Regulation (hereinafter, "GDPR"), such as:

-The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

-The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

-A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

-The pseudonymisation and encryption of personal data.

(iv) Not engage another processor without prior specific or general written authorization of the Client. In the case of general written authorization, the Service Provider shall inform the Client of any intended changes concerning the addition or replacement of other processors, thereby giving the Client the

opportunity to object to such changes. Where the Service Provider engages another processor for carrying out specific processing activities on behalf of the Client, the same data protection obligations as set out in the contract or other legal act between the Client and the Service Provider shall be imposed on that the processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements established in the GDPR. Where that other processor fails to fulfill its data protection obligations, the Service Provider shall remain fully liable to the Client for the performance of that other processor's obligations.

(v) Taking into account the nature of the processing, assist the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the obligation to respond to requests for exercising the data subject's rights (access to, rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability).

(vi) Assist the Client in ensuring compliance with the obligations regarding personal data security, notification and communication of personal data security breach, both to the control authority and the interested party, data protection impact assessment as well as prior consultation to the supervisory authority, taking into account the nature of processing and the information available to the Service Provider.

(vii) At the choice of the Client, the Service Provider deletes or returns all the personal data to the controller after the end of the provision of services relating to processing and deletes existing copies unless Union or Member State law requires storage of the personal data.

(viii) Make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this section and allow to contribute to audits, including inspections, conducted by the Client or another auditor mandated by the latter.

Please, consult all the measures related to the protection of personal data in the Data Processing Agreement, which regulate the relationship between the Client and the Service Provider and to which reference is made throughout this clause.

10.- OTHERS

10.1 This Agreement constitutes a full agreement between the parties in relation to its object and supersedes any other agreement, undertaking, discussion or negotiation, written or oral, which might have taken place previously between the Parties regarding the same object. No amendment of this Agreement is effective unless in writing and signed by both parties. Client may not assign any rights or delegate any obligations under this Agreement without Service

Provider's prior written consent. Any attempted assignment or delegation in violation of the preceding sentence will be null and void.

10.2 Should any clause of this Agreement for any reason be declared invalid, unlawful or inapplicable by a Court or competent authority in relation to either of the Parties to this Agreement, such clause will be validly amended in order for it to be as close as possible to the intent of the Parties.

10.3 The rights and obligations of the parties under this Agreement are governed by the internal laws of the State of California, excluding any rules regarding conflicts of laws or other provisions of such laws that would result in the application of the laws of any other jurisdiction.

10.4 In the event of any dispute or controversy which may arise in relation to this Agreement, both Parties expressly submit themselves to the jurisdiction and competence of the state and federal courts located within California, U.S.A., expressly waiving any objection to such courts, including that they constitute an inconvenient forum or do not have jurisdiction over a party hereto.

10.5 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (A) SERVICE PROVIDER DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS NOT EXPRESSLY SET FORTH HEREIN, INCLUDING ANY WARRANTY REGARDING THE ACCURACY OR COMPLETENESS OF ANY DATA OR THE SERVICE'S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (B) SERVICE PROVIDER WILL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY FOR INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA OR LOSS OF PROFITS) OR FOR ANY DAMAGES EXCEEDING THE AMOUNTS PAID BY CLIENT HEREUNDER.