

PrivateDeal ® - TERMS & CONDITIONS

www.privatedeal.com

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The present Terms & Conditions of the website (the "**Terms**") govern any use of the PrivateDeal ® website hosted at the URL <https://www.privatedeal.com> (the "**Website**") operated by PrivateDeal SA, a company based in Route de Cojonex 18, c/o Ecole Hôtelière de Lausanne, 1000 Lausanne 25, Switzerland, and its subsidiaries or affiliates (the "**Company**", "**We**" or "**Us**").

Please note that these Terms apply solely when you browse the Website mentioned above. The use of the Platform of the Company and the Services provided on the said Platform is regulated by other Terms & Conditions available at the following address: www.privatedeal.com/en/TCwhite.

Therefore, these Terms are applicable to all Visitors as defined below.

1. DEFINITIONS

" Accommodation(s) " means rooms or properties listed on the Platform that users of the Platform can book on or through the Booking system.
" Company " means PrivateDeal SA, Route de Cojonex 18, c/o Ecole Hôtelière de Lausanne, 1000 Lausanne 25, Switzerland.
" Hotelier " means the person or entity who offer(s) Accommodations on his/her/its website through the Booking system available on the Platform.
" Intellectual property rights " means copyrights, patents, registered designs, design rights, database rights, trademarks, trade secrets, know-how or any other proprietary or industrial right, whether registered or unregistered.
" Personal data " means all the information relating to a person who is either identified or identifiable.
" Platform " means the Booking system as well as any other means by which Accommodations are made available for the users of the Platform.
" Privacy policy " means the privacy policy governing the processing of Personal data for Visitor who browses the Website.
" Services " means the services made available on the Platform which allow the users of the Platform to book Accommodations online.
" Terms " means the present Terms & Conditions of the Website.
" Visitor " means a person or entity who, is mainly browsing the Website and who shall eventually contact the Company, subscribe to the newsletter and/or, if it is a Hotelier, subscribe to the Platform.
" Website " means the website available at the URL: www.privatedeal.com only.

2. WEBSITE

The Website only aims to describe the Services provided by the Company to the Visitors, who have the possibility to discover them through several documents and a presentation video. The Website allows the Company to promote its Platform and allows the Visitors to learn about its concept and its spirit. To that effect, the contents of other websites are accessible from hyperlinks on the Website.

Besides this promotional objective, the Website only allows you:

- to subscribe to our newsletter;
- to contact us if needed;
- to subscribe to our Platform if you are a Hotelier.

3. TERMS

Any Visitor who browses the Website and/or subscribes to our newsletter, contacts us or subscribes to our Platform (if it is a Hotelier), must accept the provisions set out in these Terms and Conditions.

By browsing the Website and/or by subscribing to our newsletter, by contacting us or by subscribing to our Platform (if you are Hotelier), you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with these Terms and all applicable laws and regulations. If you do not agree with these Terms, you should refrain from using the Website.

Your consent is given once you click on Submit on the "Contact" and "Free Trial" forms or Subscribe on the "Newsletter" form.

In particular, you acknowledge that you have read and understood the clauses in these Terms relating to: Company's disclaimer of warranties; limitation of liability; the Privacy Policy; and the manner in which we may make changes to these Terms.

By giving your consent, you confirm that your level of English is sufficient to understand the meaning of the terms contained in the English version of the Terms as well as all the commitments, warranties, waivers and obligations contained in the English version of the Terms.

4. USE OF THE WEBSITE

If you are using the Website on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.

If you are a Hotelier and would like to subscribe to our Platform through the Website, you agree to provide us with true, accurate, current and complete information about you and your organization, as requested by the Company.

Please note that, at the moment you subscribe to the Platform as a Hotelier, the Terms & Conditions available at the following address: www.privatedeal.com/en/TCwhite are fully applicable.

5. MODIFICATIONS

The Company reserves the right to make any changes to these Terms at any time, as the Company deems necessary or desirable. Your continued use of the Website after any such changes shall constitute your consent to such changes.

If a modification meaningfully reduces your rights, a pop-up window will inform you immediately when you will browse our Website.

6. YOUR USE OF THE WEBSITE

The Website is provided to you on an "as is" basis, without warranties of any kind, either expressed or implied.

The Company grants you a limited, non-exclusive, non-transferable, and revocable license to use the Website for his intended purposes subject to your strict compliance with these Terms.

If you provide us with any feedback on or comments regarding the Website, you grant the Company the right to use such feedback or comments for any purpose without restriction or payment to you.

7. PRIVACY POLICY

The Personal data you provide the Company with while browsing the Website will be used in accordance with our Privacy Policy available at the following address: www.privatedeal.com/en/PPweb.

8. PROHIBITED ACTIONS

You agree to browse the Website lawfully and without any violation of these Terms or any applicable law and agree not to do any of the following actions in connection with your use of the Website:

- a. intimidate or harass any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;
- b. distribute or post spam, unsolicited or bulk electronic communications, advertising, solicitations, promotional materials, chain letters, or pyramid schemes;
- c. upload, post, transmit, distribute or otherwise make available any material that contains software viruses, malwares, ransomwares or spywares or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the Visitors or of the Company;
- d. export or re-export any applications, code or tools developed by and proprietary to the Company except as in strict compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- e. copy, scrape, extract, modify, or distribute rights or content from the Website in any way, including through robots, spiders or any other software or technology;
- f. commercialize any application, code or any information or software associated with such application and/or the Website without the prior consent of the Company;
- g. upload, post, transmit, distribute, store or otherwise make publicly available on the Website any private information or personal data of any third party, including, addresses, phone numbers, email addresses and/or credit card numbers;
- h. harvest or otherwise collect information or data about Visitors, including email addresses if given, without their consent or use automated scripts to collect information from or otherwise interact with the Website;
- i. upload, post, transmit, distribute, store or otherwise make available content that, in the sole judgment of the Company, is objectionable, misleading or which restricts or inhibits any other person from using the Website, or which may expose the Company or its Visitors to any harm or liability of any type;
- j. upload, post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense;
- k. you shall not copy, modify, distribute, sell, or lease any part of the Website;
- l. you may not reverse engineer or attempt to extract the source code of the Website;
- m. you may not interfere or attempt to disrupt the Website in any way.

9. THE COMPANY'S ROLE

The Website does not constitute and should not be seen as a recommendation or endorsement of the quality, health, service level, qualification or rating of the Platform and the Services contained in it.

The Website only aims to promote the Platform and the Services provided on it. Please refer to the Hoteliers' Terms & Conditions as well as their Privacy Policy when you visit their websites and refer to our specific policies available at the following address: www.privatedeal.com/en/TCwhite & www.privatedeal.com/en/PPwhite while using our Platform.

THE COMPANY CANNOT BE HELD RESPONSIBLE OR LIABLE FOR ANY ERRORS (INCLUDING MANIFEST AND TYPOGRAPHICAL ERRORS), ANY INTERRUPTIONS (WHETHER DUE TO ANY (TEMPORARY AND/OR PARTIAL) BREAKDOWN, REPAIR, UPGRADE OR MAINTENANCE OF THE WEBSITE) OR OTHERWISE, INACCURATE, MISLEADING OR UNTRUE INFORMATION OR NON-DELIVERY OF INFORMATION.

10. ELECTRONIC COMMUNICATIONS

When you send emails in order to contact the Company, you are communicating with us electronically. The Company is not responsible or liable for any wrong or misspelled email address or inaccurate or wrong Personal data you submit.

11. INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights and all other proprietary rights in relation to the content available on the Website (including but not limited to software, mobile software, algorithms, codes, audio, video, text, animations, files, photographs designs, graphics, layouts, images, video, information and their selection and arrangement) (the "**Website Content**") are the exclusive property of the Company or its licensors. Our rights to the Website Content include rights to (i) the Website; and (ii) all designs, layouts, software, displayed and technical information associated with Website. All Intellectual property rights in the Website Content not expressly granted herein are reserved to the Company. All copyright and other proprietary notices shall be retained on all reproductions.

Any other use of the Website Content, including without limitation: distribution, reproduction, modification, public communication, public performance, display or transmission, framing, downloading, making available, in whole or in part, without the prior written consent of the Company is strictly prohibited.

Subject to these Terms and for the purpose of using the Website, the Company grants you a limited, non-exclusive, non-transferable, non-sub licensable, royalty free license to use and display the Website Content on your computer screen, mobile devices, such as smartphones or tablets, or any other devices.

You may not derive or attempt to derive the source code of all or any portion of the software or mobile software (the "**Software**"), permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Software or any part thereof.

The Company and its licensors own and shall retain all Intellectual property rights and other rights in and to the Software, and any changes, modifications or corrections thereto, subject to open source software used in relation to the Website.

The Company, together with its licensors expressly reserve all Intellectual property rights in all text, programs, products, processes, technology, content, source code, object codes, layouts, and other

materials, which appear on the Website. Access to the Website does not confer and shall not be considered as conferring upon anyone any license under any of our or any third party's intellectual property rights. Any use of the Website including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without prior consent of the Company.

12. TRADEMARKS

The Company names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of the Company or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Website. Access to the Website does not authorize anyone to use any name, logo or mark in any manner whatsoever.

"PrivateDeal ®" is a registered trademark and www.privatedeal.com a domain name owned by the Company. The trademark "PrivateDeal ®" together with the other graphics, logos, layouts, designs, page headers, button icons, scripts and service names on the Website are the trademarks or trade dress of the Company (the "**Marks**"). You may not use the Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that the Company endorses any product or service. You may not reproduce or use the Marks without the prior written permission of the Company.

Any goodwill accruing out of the use of the Company's and the Marks, trade and business names and service marks will vest in the Company and its affiliates, as the case may be.

13. RESERVATION OF RIGHTS

The Company retains the right to, at its sole discretion, immediately restrict access to the Website.

The Company reserves the right to initiate legal proceedings against any person for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of these Terms.

14. WEBSITE PROVIDED "AS IS" AND RELEASE OF CLAIMS

THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE".

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, IN RELATION TO THE WEBSITE. IN ADDITION, THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE WEBSITE, OR THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE WEBSITE REMAINS SOLELY WITH YOU.

YOU AGREE THAT NEITHER THE COMPANY NOR ITS AFFILIATES IS/ARE RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY VISITOR. NEITHER THE COMPANY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY VISITOR.

Any warranty, condition or other term arising out of or in connection with the Website which might otherwise be implied into or incorporated into these Terms by statute, common law, laws applicable

in the country where you used the Website or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded.

If you have a dispute with one or more Visitor(s), you agree to release the Company (including our affiliates, and each of our respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

15. DOWNTIME

Since the Website is web-based, it might be subject to temporary downtime.

From time to time we also update or maintain the Website, which will result in the Website not being available for a certain period of time. We do not warrant that the Website operate uninterrupted or error free.

We are not responsible for any damages or losses suffered by you as a result of any failure or interruption of the Website or suspension of your access to the Website.

16. LIMITATION OF LIABILITY

These Terms set out the full extent of our obligations and liabilities with respect to the provision of the Website.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY HEREBY EXCLUDES: (I) ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY; AND (II) ANY LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, LOSS OF INCOME OR REVENUE; LOSS OF BUSINESS; LOSS OF PROFITS OR CONTRACTS; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL, CLIENT INSATISFACTION, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE WEBSITE, WEBSITE INTERRUPTIONS, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, INCURRED BY ANY VISITOR IN CONNECTION WITH THE WEBSITE OR THESE TERMS.

THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE WEBSITE.

THE COMPANY IS NOT LIABLE FOR (PARTIAL) INTERRUPTIONS TO AND DOWNTIME OF THE WEBSITE DUE TO REPAIR, MAINTENANCE OR UPDATE WORK OR FOR OTHER REASONS THAT IT CANNOT DIRECTLY CONTROL OR THAT ONLY IMPEDE USE OF THE WEBSITE TO A NEGLIGIBLE EXTENT.

IN ANY EVENT, THE COMPANY, AND ITS AFFILIATES, WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE WEBSITE WHETHER IN TORT (INCLUDING NEGLIGENCE).

YOU UNDERSTAND AND AGREE THAT BY FILING ANY CLAIM MORE THAN THIRTY (30) DAYS AFTER THE DISCOVERY OF THE ALLEGED LIABILITY, YOU WILL BE DEEMED TO HAVE FORFEITED YOUR RIGHTS. ANY SUCH CLAIM SHALL BE TIME-BARRLED.

17. FORCE MAJEURE

THE COMPANY CANNOT ACCEPT RESPONSIBILITY FOR ANY DAMAGE, LOSS, DELAY, OR INCONVENIENCE CAUSED BY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL. SUCH CIRCUMSTANCES INCLUDE BUT ARE NOT LIMITED TO WAR, THE THREAT OF WAR, RIOTS, CIVIL STRIFE, OR TERRORIST ACTIVITY, INDUSTRIAL DISPUTES, NATURAL OR NUCLEAR DISASTERS, FIRE, AIRPORT CLOSURES, BAD WEATHER CONDITIONS, INTERRUPTION OR FAILURE OF A UTILITY SERVICE OR THE ACTS OF ANY LOCAL OR NATIONAL GOVERNMENT.

18. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company and its affiliates with their respective shareholders, officers, directors, employees, agents (each, an "**Indemnified Party**") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' and experts' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to, or resulting from, your unauthorized use of the Website or from any breach by you of these Terms, including without limitation any actual or alleged violation of any law, rule or regulation.

19. LINKS

The Website may contain links which direct you to third party websites, including Hoteliers' websites. The Company rejects any liability on said third party websites, which are solely provided in the Visitors' interest. The Company has no influence on the content of third-party websites. The Company therefore cannot assume any guarantee for the accuracy, completeness or safety of this third-party content.

20. ENTIRE AGREEMENT & SEVERABILITY

These Terms and the Privacy Policy available at the following address: www.privatedeal.com/en/TCweb & www.privatedeal.com/en/PPweb, subject to any amendments or modifications made by the Company from time to time, shall constitute the entire agreement between you and the Company with respect to the use of the Website. If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

21. NO WAIVER

The Company's failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

22. ASSIGNMENT

You may not assign any of your rights, licenses, or obligations under these Terms. Any such attempt at assignment by you shall be void. The Company may assign its rights, licenses, and obligations under these Terms without limitation.

23. ENGLISH VERSION

If there is an inconsistency between any of the provisions of this English language version and a translated version of these Terms, the provisions of this English language version shall prevail. Any translated versions of the Terms or the Privacy Policy are provided only for your convenience.

24. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of Switzerland. Any dispute regarding these Terms shall be subject to the exclusive jurisdiction of the Courts of Lausanne, Switzerland.

25. CONTACT

PrivateDeal SA, CHE-132.791.14, Route de Cojonex 18, c/o École Hôtelière de Lausanne, 1000 Lausanne 25, Switzerland, contact@privatedeal.com