



# Websuite Online Advertising Terms and Conditions

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Welcome to Websuite! Please read these Terms and Conditions (“Terms”) carefully, because they, together with any Insertion Order (“IO”) between the Guestline company addressed in the IO (“Guestline”) and you, the client (“Client”), govern Client’s use of the Guestline Technology and related Services. By submitting an IO, you accept these Terms. We refer to the IO and these Terms together as the “Agreement.”

There are some terms which are used a lot in this Agreement, so we’ve provided some definitions to make it easier to read. “Ad Content” means any content which promotes Client’s products and/or services, including, but not limited to, images, graphics, text, data, links or other digital objects or code, provided by the Client to Guestline via the Services. “Services” mean the services provided by Guestline under this Agreement. “Guestline Network” means the group of publishers and publisher websites administered by Guestline to target users and on which to serve Ad Content. “Guestline Technology” means Guestline’s proprietary technology for administering the Guestline Network, displaying user-targeted Ad Content, and tracking user actions.

In order to use the Services, Client must create a Services account and Client agrees to provide accurate and truthful information to Guestline for the account and to keep such information current. Client will be responsible for all activity that occurs through the use of the Client’s account. Client is responsible for any losses incurred by Guestline or any other user of the Services that are in any way related to Client’s failure to maintain the secrecy of its account information.

In order to enable the Guestline Technology, Guestline will provide Client with tracking code / tags to be inserted in Client’s designated website and Client will insert or implement, as applicable, such tracking code / tags as instructed by Guestline. If a Guestline tracking code / tag is already deployed on the designated website, Client will secure any necessary authorization for use of the tracking code / tag. Guestline may, from time to time, provide Client with updated tracking code / tags, e.g. if necessary to update the Guestline Technology and Client will insert or implement such updated tracking code / tags as instructed by Guestline. Client will not modify, or attempt to modify, such tracking code / tags or any other part of the Guestline Technology, nor will Client reverse engineer, disassemble, decompile or otherwise analyse or alter any part of Guestline’s Network or Guestline’s Technology. Client will comply with any applicable laws relating to the use of tracking codes / tags, including, where applicable, providing notice to and receiving consent from users.

Client will provide the Ad Content, and if applicable other Client content, to Guestline, in the form and manner identified on the IO. Client hereby grants Guestline under Client’s intellectual property rights, a non-exclusive, fully paid up, royalty free, transferable, worldwide license, with a right to sublicense, to use, reproduce, distribute copies of, modify, create derivative works based upon, publicly perform and publicly display and otherwise exploit the Ad Content, (i) as necessary to provide the Services, (ii) to serve the Ad Content on Guestline Networks, and (iii) in order to create advertisements for Client and Client’s business, which advertisements will be served on Guestline Networks. In addition, Guestline, at its discretion, may create advertisements for Client and Client’s business and serve such advertisements on Guestline Networks.

Client agrees that Guestline may use the Client’s name, trademarks, and/or logos for press releases or customer references.

Guestline reserves the right, in its sole discretion, to reject or remove any Ad Content from the Guestline Network, at any time. Guestline will use diligent efforts to serve the Ad Content on the Guestline Network. The placement of such Ad Content, in terms of location on the Guestline Network and priority and frequency with which the Ad Content is served will be at Guestline’s sole discretion. Client acknowledges and agrees that Ad

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Content may be displayed next to Client's direct or indirect competitors and that Guestline does not control the context in which Ad Content is displayed. While Guestline uses commercially reasonable efforts to ensure that the Guestline Network does not include websites that are of a pornographic, defamatory, obscene or illegal nature, Guestline GIVES NO GUARANTEE OR WARRANTY OF ANY KIND THAT AD CONTENT MAY NOT BE DISPLAYED IN SUCH CONTEXT. Guestline EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH AND CLIENT HEREBY WAIVES ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES CLIENT MAY HAVE AGAINST Guestline WITH RESPECT THERETO. AS CLIENT'S SOLE AND EXCLUSIVE REMEDY IN SUCH CASE, Guestline WILL, UPON CLIENT'S WRITTEN REQUEST, USE COMMERCIALY REASONABLE EFFORTS TO PROMPTLY REMOVE SUCH AD CONTENT.

Guestline reserves the right to limit, in its sole discretion, the provision and quantity of any feature or part of the Services to any person, entity or geographic area. Guestline reserves the right to modify, amend, suspend, interrupt or terminate the Services, the Guestline Technology or the Guestline Network or any part thereof, at any time and for any reason, with or without notice to Client and without liability to Client or any third party.

Setting up a Client account with Guestline is free of charge, and there is no required minimum spend for use of the Services or access to the Guestline Technology. Client agrees to pay Guestline the fee as specified in the IO ("Fees") in connection with the serving of any Ad Content on the Guestline Network. Through its Guestline Technology, Guestline measures the indicators necessary for calculating the Fees as identified on the IO and to this end, Guestline will provide a monthly performance report to Client ("Performance Report") together with a corresponding invoice for the Fees. The Performance Report will be the sole basis for calculation of the Fees. Client agrees that all Performance Reports and all IO's are the confidential information of Guestline and Client agrees to treat such confidential information as it would Client's own confidential information and Client agrees not to disclose such Guestline confidential information to any third parties.

Guestline will invoice the Client on a monthly basis for the Services provided in the preceding month. All invoices are in the currency specified in the IO and exclusive of any sales, value added or similar tax which will be payable by Client at the time and in the manner required by law. Invoices will be sent to the contact address provided by Client in the IO. Client will pay Guestline each month using the payment mechanism specified in the IO. If no payment mechanism is specified in the IO, Client will pay the amount set forth in the invoice within 30 days of the date of the invoice. In case of late payment, Guestline will be entitled to charge interest on amounts overdue, from the due date until the date of actual payment, at a rate of 1.5% per month or the highest rate allowed by applicable law, whichever is lower, whether before or after any judgment.

The term of this Agreement is stated in the IO. Either party may terminate this Agreement without cause upon seven days' written notice. Either party may terminate this Agreement with immediate effect by written notice if the other party is in material breach of its obligations and fails to remedy within seven days of receipt of notice by the first party specifying the breach and requiring it to be remedied. The parties agree that the sections on privacy, confidentiality, representations and warranties, indemnification, disclaimers, limitations of liability and the general terms will survive expiration or termination. For the avoidance of doubt, Client will be responsible for Fees related to reservations that were initiated by users on Client's website driven to client's website via the Services and Guestline Technology prior to the termination of this Agreement.

Guestline will collect information about individuals who respond to and interact with Websuite. Notwithstanding the foregoing, Guestline does not collect any personally identifiable information about any individual. In addition, Client will include a privacy policy or statement on its website(s) which states, and otherwise discloses, in compliance with applicable law, that when a user visits the Client's website, Client and/or

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third parties, like Guestline, may place cookies on the user's device, which track the user's behaviour on that website and other third party websites.

All anonymous data collected through the Guestline Technology, the Client's Ad Content and Client's use of the Services is referred to as "Anonymous Data". Client acknowledges and agrees that Guestline may use and disclose the Anonymous Data (i) as part of Guestline's business operations, as long as the use/disclosure of the Anonymous Data does not individually identify the Client; and (ii) to operate, manage, test, maintain and enhance the Services, the Guestline Technology and Guestline Network and other Guestline products, programs and/or services. Guestline will be the owner of such Anonymous Data.

All right, title and interest in and to the Services and the Guestline Technology are owned by Guestline and its licensors and all right, title and interest in and to the Ad Content is owned by Client.

Client represents and warrants that (A) it has any necessary authorizations to (i) access the designated website, (ii) insert or implement the Guestline tracking codes / tags on the designated website or (ii) use the Guestline tracking codes / tags previously installed on the designated website, and (B) the Ad Content (i) does not and will not infringe, violate or misappropriate any third-party rights, including any patent, trademark, trade secret, copyright, right of publicity, or any other intellectual property or proprietary right; (ii) does not contain and does not give access to any website (e.g. via hyperlinks) containing any virus, adware, spyware, or any other malicious code or material that is obscene, pornographic, defamatory or contrary to any applicable law or regulation; (iii) complies with all applicable local, state, national and international laws, including, but not limited to, laws governing intellectual property and other proprietary rights, data protection and privacy as well as UK export laws and regulations.

Client will defend, indemnify and hold Guestline, and its officers, directors and employees, harmless from and against any and all claims, charges, complaints, proceedings, damages (direct or indirect), losses, liabilities, costs and expenses (including court costs and attorney's fees) due to, arising out of, or relating in any way to, (i) a breach by Client of this Agreement or (ii) the Ad Content. Each party agrees to defend, indemnify and hold the other party and its officers, directors, and employees harmless from, against, and in respect of any and all liabilities resulting from any claim or allegation raised in conjunction with indemnifying party's gross negligence or wilful misconduct under the agreement.

THE SERVICES AND THE Guestline NETWORK AND Guestline TECHNOLOGY ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. IN ADDITION, THERE IS NO GUARANTEE WHETHER THE AD CONTENT WILL BE SERVED AT ALL AND, IF SERVED, WHETHER SUCH AD CONTENT WILL LEAD TO ANY CLICKS, LEADS OR ACTUAL ACQUISITIONS. Guestline SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES AND THE Guestline NETWORK AND Guestline TECHNOLOGY, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. Guestline DOES NOT WARRANT AGAINST INTERFERENCE WITH CLIENT'S ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN THE SERVICES OR PERFORMED BY THE SERVICES WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY PART OF THE SERVICES WILL CONTINUE TO BE MADE AVAILABLE OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Guestline OR AN APPROVED REPRESENTATIVE WILL CREATE A WARRANTY. In such jurisdiction that do not

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allow for the exclusion of implied warranties or limitations on statutory rights, the above exclusions and limitations will be valid to the fullest extent allowed by applicable law.

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL Guestline OR ANY OF ITS AFFILIATED ENTITIES BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH (I) THE USE OF, OR INABILITY TO USE, THE SERVICES; (II) ANY CONTENT MADE AVAILABLE THROUGH THE SERVICES, OR (III) IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE, EVEN IF Guestline HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF SUCH DAMAGES. IF Guestline IS FOUND LIABLE FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THIS AGREEMENT, THEN Guestline's LIABILITY WILL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE BY CLIENT, IF ANY, FOR THE PROVISION OF THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE THOUSAND (£1000), WHICHEVER IS GREATER.

In such jurisdictions that do not allow for the limitation of liability set forth in this Agreement, Guestline's liability will be limited to the fullest extent allowed by applicable law.

This Agreement constitutes the complete and exclusive agreement between Guestline and Client, with respect to the subject matter hereof, superseding and replacing any and all prior and contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. Guestline reserves the right to modify these Terms at any time at its sole discretion and without prior notice, by making the amended terms available on the Guestline website, with the date of revision stated in the title. If any modification is unacceptable to Client, Client's sole and exclusive remedy is to terminate this Agreement and Client's continued use of the Services will indicate acceptance of such modified Terms. In case of discrepancies between the provisions of the IO and these Terms, the provisions of the IO prevail.

The parties acknowledge and agree that notices in electronic format (e.g. e-mail or PDF) are an acceptable means of notice under this Agreement. Modifications to the IO require a new IO.

If any provision of this Agreement is deemed invalid or for any reason unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of the Agreement will remain in full force and effect. If either party chooses not to enforce strict performance of any right or provision under this Agreement, this will not be construed as a waiver of such right or provision.

Client may not transfer or assign this Agreement, or any rights and licenses granted hereunder, or delegate or subcontract any or all obligations hereunder, without Guestline's prior written consent. Guestline may freely assign this Agreement. Any attempted transfer or assignment in violation hereof will be null and void.

The parties are independent contractors. There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Agreement.

With respect any IO addressing Guestline, this Agreement and the related IO will be construed in accordance with the laws of the United Kingdom, without regard to any conflict of law provisions, and any dispute arising hereunder will be resolved exclusively by the courts of the United Kingdom. With respect any IO addressing Guestline Limited, this Agreement and the related IO will be construed in accordance with the laws of the United Kingdom, without regard to any conflict of law provisions, and any dispute arising hereunder will be resolved exclusively by the courts of the United Kingdom. Client hereby consents and submits to the personal

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and exclusive jurisdiction of such courts. Notwithstanding this, either party may apply for injunctive or other equitable relief to protect or enforce that party's intellectual property rights in any court of competent jurisdiction where the other party resides or has its principal place of business