CLOUD SERVICES AGREEMENT

SaaS License Agreement – Hotel Member • HotelConnect Network

Supplier:	**Client / Member:**
HotelConnect Network (trade name of sole proprietorship Hems) Franklinstraat 52, 1171 BM Badhoevedorp, The Netherlands Chamber of Commerce (KvK): 76750809 Represented by: Mr. H. Abdelhamid Attahiri Email: info@hotelconnectnetwork.com	The natural or legal person operating a hotel business that has registered via the online registration form on hotelconnectnetwork.com using the company and registration details submitted during sign-up.

Recitals

1. Supplier operates the B2B platform **HotelConnect Network** for operational hotel management, compliance notifications, and a 0%-commission hotel and supplier network.
2. The Member operates a hotel business and wishes to access the Cloud Service under the terms of this Agreement.

Article 1. Definitions

1. **Application:** The software modules made available through the Cloud Service, currently consisting of the Manager Dashboard and the mobile progressive web application (PWA), as well as any future expansions, modules, services, and functionalities added to the Platform by Supplier.
2. **Cloud Service / SaaS:** Making and keeping the Application available online via the internet for the benefit of the Member.

Article 2. Scope, Execution, and Expansion

1. Supplier grants the Member a non-exclusive and non-transferable right to use the Cloud Service.
2. Supplier undertakes a best-efforts obligation to ensure the proper functioning of the Cloud Service.
3. Supplier is entitled at all times to further develop and expand the Application and the Platform with additional functionalities and network services.

Article 3. Use of the Cloud Service and Indemnification

1. **0% Commission & Proper Use:** The Member may use the Platform free of any commission for operational management, direct room bookings to its own booking engine, job postings, and tenders.
2. **No PDF Archive & Indemnification:** The Cloud Service serves strictly as a digital notification radar and operational checklist. The Platform does not store physical inspection reports, contract PDFs, hotel guest data, or applicant CVs. The hotel independently declares that mandatory inspections and permits (such as fire safety, legionella management, risk assessments, and operating permits) are maintained in its own administration. Supplier accepts no liability for fines or enforcement actions by regulatory authorities.

Article 4. Privacy and Data Protection

1. The parties act in compliance with the General Data Protection Regulation (GDPR). The Member acts as data controller and Supplier acts as data processor.
2. For job postings, applicants are routed directly via WhatsApp or email to the Member; Supplier stores zero personal data or CVs of applicants.

Article 5. Fees and Payment

1. For authorized use of the Cloud Service, the Member owes the fixed annual subscription fee based on the hotel's room tier, as published on the current Pricing page of the Platform and confirmed during online registration, unless a different Founding Member rate has been agreed in writing.
2. HotelConnect Network charges **0% commission** on direct room bookings, orders, or contracts established through the network.
3. Invoicing takes place annually in advance via electronic PDF invoices in Moneybird with a payment term of 14 days.

Article 6. Term, Termination, and Exclusion of Refunds

1. This Agreement is entered into for a period of one (1) year and is automatically renewed for consecutive periods of one (1) year, unless terminated by either party in writing or via the dashboard at least three (3) months prior to the end of the current contract year.
2. Annual fees already invoiced or paid for the current contract year will not be refunded or credited upon early termination.
3. Upon termination, the Member retains access until the original expiration date, after which the account is terminated.

Article 7. Final Provisions

1. This Agreement is governed exclusively by Dutch law. All disputes arising from this Agreement shall be submitted to the competent court in Amsterdam, The Netherlands.

> ### Article 8. Digital Signature and Execution (Clickwrap)
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> This Agreement is concluded electronically and becomes legally binding at the moment the Member ticks the mandatory acceptance checkbox during the online registration process on **hotelconnectnetwork.com** and submits the registration form. Pursuant to the European eIDAS Regulation and Article 6:227a of the Dutch Civil Code, this digital acceptance carries the exact same legal validity as a handwritten signature. The Platform automatically logs the date, timestamp, IP address, and document version (v1.0 – November 2026) as conclusive proof of acceptance.