SAAS TERMS AND CONDITIONS – HOTELS

HotelConnect Network • B2B Platform for Independent Boutique Hotels

> **Provider:** HotelConnect Network • Amsterdam, The Netherlands • **Email:** info@hotelconnectnetwork.com • **Last updated:** November 2026

These terms and conditions apply to all offers, registrations, and SaaS agreements between HotelConnect Network (hereinafter: "Provider") and affiliated hotel businesses (hereinafter: "Client" or "Member").

Article 1. Definitions and Applicability

1. **Provider:** HotelConnect Network, based in Amsterdam, The Netherlands, reachable via info@hotelconnectnetwork.com.
2. **Client** / **Member:** the natural or legal person operating a hotel business who creates an account on the Platform, divided into the user roles General Manager, Department Manager, and Operational Staff.
3. **Cloud Service** / **SaaS:** making available via the internet the secure dashboard and mobile web application (PWA), including the Compliance Radar, the Contracts and Permits Register, the department checklists (HSK, TD, FO/MOD, F&B), the Tender and Jobs system, and the 0%-commission hotel directory.

Article 2. Delivery of Services & Onboarding

1. After the agreement is concluded via online registration or written confirmation, Provider shall make the Cloud Service available to Client.
2. Client is obliged to independently and accurately enter company details, rooms/spaces, maintenance contracts, and expiry dates of permits and certificates to ensure proper functioning of notifications and the Compliance Radar.
3. **Publication on the Hotel Directory:** Only once the hotel profile is fully completed (100% completion of onboarding steps, including main photo and direct booking link) will the hotel become visible on the public 0%-commission hotel directory (Hotels) and be able to use the Tender and Jobs modules.

Article 3. Technical Specifications and Licenses

1. Provider reserves the right to modify the technical and functional specifications of the SaaS environment from time to time to improve performance or to comply with current laws and regulations.
2. Client is not permitted to copy, modify, decompile, or transfer the source files, software code, or interfaces of the Cloud Service to external servers without prior written permission.

Article 4. Intellectual Property and Misuse

1. All intellectual property rights to the Applications, Interfaces, database structures, and documentation rest exclusively with Provider or its licensors.

2. The Member obtains solely a non-exclusive, non-transferable, and limited right of use for the duration of the subscription. Any misuse or infringement outside the scope of the platform shall result in immediately payable damages equal to the actual operational and intellectual damages suffered.

Article 5. Pricing, Invoicing, and Exclusion of Refunds

1. Client shall pay Provider the agreed fixed annual subscription fee based on the hotel's room tier as published on the Platform (Pricing) and confirmed during online registration (all amounts excluding VAT), unless a different Founding Member rate has been agreed in writing.
2. HotelConnect Network charges **0% commission** on direct room bookings, orders, or tenders established through the network.
3. Invoicing takes place annually in advance via electronic PDF invoices in Moneybird with a payment term of 14 days.
4. Cancellation may take place at any time online via the dashboard or in writing, subject to a notice period of three (3) months prior to the end of the current contract year. Annual fees already invoiced and paid will not be refunded or credited upon interim cancellation.
5. In the event of interim cancellation, the Member retains access until the original expiration date. After this date, access to the account will be terminated.

Article 6. Liability, Data Storage, and Indemnification

1. Provider's total liability due to an attributable failure is limited per event or series of related events to a maximum of the subscription fees paid by Client in the twelve (12) months preceding the damage.
2. **No storage of PDF documents or guest data:** The Cloud Service acts exclusively as a digital operational tool and notification radar. The platform expressly does not act as a digital archive and does not store physical inspection reports, contract PDFs, guest data, or applicants' CVs. The Hotel Manager independently declares that mandatory inspections and permits (such as risk assessments, fire safety, legionella management, alcohol, and environmental permits) are physically or digitally present in their own business administration. Provider is in no way liable for fines or measures imposed by enforcement authorities (such as labor inspectorates, food safety authorities, municipalities, or fire departments).
3. Any liability of Provider for indirect damage, consequential damage, loss of profit, missed savings, or business stagnation is completely excluded.

Article 7. Final Provisions

1. These terms and conditions and all agreements arising therefrom are governed exclusively by Dutch law.
2. Any disputes that may arise in connection with this agreement shall in the first instance be submitted exclusively to the competent court in Amsterdam, The Netherlands.