CLOUD SERVICES & MEMBERSHIP AGREEMENT

SaaS License Agreement & Terms – Suppliers & Maintenance Partners

Provider:	**Client / Member (Supplier):**
HotelConnect Network (trade name of sole proprietorship Hems) Franklinstraat 52, 1171 BM Badhoevedorp, The Netherlands Chamber of Commerce (KvK): 76750809 Represented by: H. Abdelhamid Attahiri Email: info@hotelconnectnetwork.com	The natural or legal person operating a business focused on supplying goods, maintenance, statutory inspections, or services to the hospitality sector that has registered via the Platform. **Account Details:** As recorded during online registration.

Recitals

1. Provider operates the B2B platform HotelConnect Network (accessible via hotelconnectnetwork.com and dashboard.hotelconnectnetwork.com) for operational hotel management, compliance notifications, and a 0% commission hotel and supplier network.
2. Client operates a business supplying products, installation, maintenance, or services to hotels and wishes to obtain access to the Cloud Service under the terms of this Agreement.

Article 1. Definitions and Applicability

1. **Application:** The software modules made available through the Cloud Service, including the Supplier Portal and the online overview of open project requests (tenders), as well as future expansions and new features added to the Platform by Provider.
2. **Cloud Service / SaaS:** Making and keeping the Application, company profile, and direct contact connection with affiliated hotels available via the internet for the benefit of the Member.
3. **Applicability:** This Agreement applies to all registrations, accounts, and use of the Platform by the Member.

Article 2. Tenders, Contact Details, and Code of Conduct

1. When an affiliated hotel posts a maintenance or project request (tender) within the Member's trade and service area, the Member receives a notification in the Supplier Portal and by email.
2. On public pages, project requests are anonymized. After registration, digital acceptance of this Agreement, and logging into the Supplier Portal, the Member gains access to the full project description and the business contact email address of the relevant hotel in order to submit a direct quotation.
3. **Prohibition of Spam and Mass Solicitation:** The Member undertakes to use the obtained contact details of hotels exclusively for submitting a targeted quotation for the specific request and never to use them for unsolicited mass marketing, newsletters, or resale to third parties.

Article 3. Intellectual Property and License

1. All intellectual property rights to the Applications, Interfaces, database structures, and documentation rest exclusively with Provider or its licensors.
2. The Member is granted solely a non-exclusive, non-transferable, and limited right of use for the duration of the membership. Any misuse, copying, or infringement beyond the scope of the Platform shall result in immediately payable damages equal to the actual operational and intellectual damages suffered.

Article 4. Membership, 0% Commission, and Fees

1. **0% Commission:** HotelConnect Network charges 0% commission on assignments, contracts, or deliveries concluded between the Member and affiliated hotels.
2. **Introductory Period and Fees:** During an introductory or trial period determined by Provider, participation on the Platform may be free of charge as stated during registration. For paid memberships, the current annual rates apply as published on the Platform's Pricing page and confirmed upon online registration or renewal.
3. Where a paid annual subscription applies, invoicing takes place annually in advance via electronic PDF invoices in Moneybird with a payment term of 14 days.
4. Termination may take place at any time online via the portal 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 shall not be refunded or credited upon interim termination.

Article 5. Liability and Indemnification

1. HotelConnect Network acts solely as a digital B2B network and is not a party to any agreements, quotations, or work agreed upon between the Member and a hotel.
2. Provider's total liability for an attributable failure shall per event or contract year be limited to a maximum of the license fees paid by Client in the twelve (12) months preceding the damage (or a maximum of €100 if participation is free of charge at that time).
3. Provider's liability for indirect damages, loss of profit, missed assignments, business interruption, or loss of digital data is completely excluded.

Article 6. Governing Law and Digital Signature (Clickwrap)

1. This Agreement and all obligations arising therefrom are governed exclusively by Dutch law. Any disputes shall be submitted exclusively to the competent court in Amsterdam, The Netherlands.
2. **Legally Binding Digital Signature:** This Agreement is concluded digitally at the moment Client ticks the mandatory acceptance checkbox during the online registration process on the Platform and submits the registration. Pursuant to Sections 3:15a and 6:227a of the Dutch Civil Code and the European eIDAS Regulation (EU No. 910/2014), this digital confirmation constitutes a legally valid and binding electronic signature.

Digital Registration & Audit Trail (Version 1.0 – November 2026)

By ticking the acceptance checkbox during registration on **hotelconnectnetwork.com**, Client declares to be authorized to represent its company and unconditionally agrees to this Cloud Services & Membership Agreement. The exact date, timestamp, IP address, and document version are automatically logged in HotelConnect Network's system records.