



AGODA HOMES GENERAL TERMS AND CONDITIONS

These updated Homes General Terms and Conditions (version 1.1) are effective from 31 May 2020.

By using Agoda services to list and offer reservations, and ancillary services at your property, you have a binding legal agreement with Agoda.

Your agreement for Agoda services includes these general terms and conditions, supplementary terms applicable to specific services, and applicable policies published on Agoda's platform. The agreement governs your relationship with Agoda and your use of Agoda's online accommodation listing and reservation facilitations services, ancillary services, and related systems, and software. Additional terms for certain services will supplement these General Terms and will also apply to those services. If there is any conflict between these general terms and conditions and the additional terms that apply to certain services, the additional terms will prevail unless they expressly provide otherwise.

1. Parties, Governing Law, Jurisdiction

1.1 You are the person or legal entity authorized to bind your property specified in the Extranet.

1.2 If your property is in the United States of America:

- (a) your relationship is with Agoda International USA LLC, Suite 6600, 350 Fifth Avenue New York, Empire State Building 66th floor, New York 10118 USA;
- (b) the federal and state laws of New York will govern this Agreement; and,
- (c) the courts of New York are the exclusive forum for resolving any dispute arising out of or related to this Agreement.

1.3 If your property is in China (other than properties located in Hong Kong SAR, Macau SAR, or Taiwan):

- (a) your relationship is with Quantum Growth Network Information Technology (Shanghai) Co., Ltd., Room 610, 6F, No. 1229 Century Avenue, China (Shanghai) Pilot Free Trade Zone, People's Republic of China;
- (b) the laws of Singapore will govern this Agreement; and,
- (c) the Shanghai International Arbitration Centre for arbitration in Shanghai is the exclusive forum for resolving any disputes arising out of related to this Agreement.

1.4 If your property is located anywhere else in the world (including Hong Kong SAR, Macau SAR, and Taiwan):

- (a) your relationship is with Agoda Company Pte. Ltd., 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712;
- (b) the laws of the Republic of Singapore will govern this Agreement; and,
- (c) the courts of Singapore are the exclusive forum for resolving any disputes arising out of or related to this Agreement.

1.5 You may list more than one property under this Agreement. The Agoda company with which you have a relationship under this Agreement, the law that will govern this Agreement, and the forum for resolving any disputes related to this Agreement, depend on where your property is located. If you list more than one property, you may have a relationship with more than one Agoda company.

1.6 If you list more than one property under this Agreement:

- (a) if a property is constituted as a separate legal entity, you shall cause the property to accept all of your obligations under this agreement and you accept joint and separate liability for any breach of this agreement by the property, including a failure to pay any amount to Agoda when it is due;
- (b) if a property is not constituted as a separate legal entity, it may not enter into any agreement directly with Agoda.

2. Definitions

2.1 The following definitions apply in this agreement:

- (a) **“Agoda”** means the company with which you have a relationship under Section 1.
- (b) **“Booking”** means a reservation facilitated by Agoda or a Distributor under this agreement at your property.
- (c) **“Booking Value”** means the amount payable to you for an Agoda Collect Booking, including all Taxes and other charges that you must pay to a third party but excluding Taxes Agoda must remit on your behalf and Agoda’s compensation and any GST, VAT, or similar indirect tax on Agoda’s compensation.
- (d) **“Commission Market”** means all locations except China (inclusive of Taiwan but excluding Hong Kong SAR and Macau SAR) and the United States of America.
- (e) **“Credentials”** means the account name, password, and other information Agoda provides to you to access the Extranet.
- (f) **“Distributor”** means a third party (including Priceline.com, Rocketmiles.com, and Booking.com) authorized by Agoda to facilitate reservations from Inventory you provide to Agoda.
- (g) **“Extranet”** means the connectivity solutions used to exchange information between you and Agoda, including Agoda’s own private network platform and associated software.
- (h) **“Force Majeure”** means an event or circumstance outside of a party’s reasonable control, other than adverse economic conditions or general financial or operational constraints, that (i) makes it impossible or illegal for the party to perform its obligations under these General Terms or (ii) which prevents some or all Users from travelling to, or completing their Stays at the Property or other properties listed on Agoda or by Agoda with a Distributor. Without limiting the generality of this definition, each of the following events will be considered a Force Majeure: an intervention, enforceable order, regulation, or travel restriction imposed by a government or public authority that makes it impossible, illegal, or impractical for a Guest to travel to, or to complete their Stay at, the Property; war, terrorism, armed conflict, or civil unrest; a travel advisory or guidance issued by a government or public authority; a natural, environmental, or human-caused disaster (whether or not formally declared); volcanic activity, landslide, or earthquake; a radioactive, electromagnetic, biological, or chemical release or hazard; a pandemic or epidemic; inclement weather, drought, fire, flood, ice, or other act of nature.
- (i) **“Global Channel”** means an online or offline channel through which you facilitate or allow a third-party to facilitate, reservations at your property, including your own website or other platform.
- (j) **“Guest”** means a person with a right to accommodation at your property under a Booking.
- (k) **“Inventory”** means the accommodations (including rooms, room types, rates, rate types, availability, reservation and cancellation conditions, and offers) and other products and services that Agoda may offer to Guests on the Sites.
- (l) **“Marks”** means a party’s name, logo, registered trademark, and other service marks that it has protected or is using.

- (m) **“Net Rate”** means the rate that you provide Agoda to mark up if your property is located in China (inclusive of Taiwan, but excluding Hong Kong SAR and Macau SAR) or the United States of America.
- (n) **“Net Rate Market”** means locations in China (inclusive of Taiwan, but not Hong Kong SAR and Macau SAR) and the United States of America.
- (o) **“PCI”** means the Payments Card Industry Security Standards Council LLC.
- (p) **“Personal Data”** means information about an individual who can be identified from the information directly or by combining it with other accessible information.
- (q) **“Property”** means, whether capitalized or not, a property operated by or on your behalf at which you offer accommodation, and which participates in the Agoda Services under this agreement.
- (r) **“Property Information”** means information transmitted by you (or on your behalf) to the Extranet, excluding Inventory.
- (s) **“Reference Sell Rate”** means the rate on which Agoda calculates its commission if your property is not located in a Net Rate Market. The Reference Sell Rate is displayed in the Extranet or on the Booking voucher provided to you by Agoda.
- (t) **“Sites”** means Agoda’s websites and mobile applications, and those of Distributors.
- (u) **“Stay”** means, for each Booking, the period starting at the standard check-in time and ending when the Guest checks-out.
- (v) **“Tax”** means a mandatory charge (including VAT, GST, and other indirect levies) that is enforceable by a government authority under an applicable law, including interest due on Tax, and penalties and fines for failing to report and pay Tax accurately and on time.
- (w) **“UPC”** means a virtual unique payment card.
- (x) **“User”** means a person who uses the Sites to view Inventory and Property Information.

3. Agoda Services

- 3.1 Agoda will arrange reservations at your property, and will provide ancillary and related services to you, (collectively the **“Services”**), including:
 - (a) listing the Property on the Sites;
 - (b) marketing the Property through Distributors;
 - (c) optimizing the offer price to reflect market conditions;
 - (d) confirming reservations and providing reservation support to Guests; and,
 - (e) collecting payments from Guests for Bookings.
- 3.2 You hereby authorize Agoda, directly and indirectly through Distributors, to facilitate reservations at your property, subject to the terms and conditions of this agreement. You acknowledge that, when Agoda facilitates a reservation at your property, you will enter into a binding agreement (to which Agoda is not a party) with the Guest for the provision of accommodation to them during their Stay.
- 3.3 Agoda may modify, replace, or discontinue all or any part of the Services at its sole discretion. Agoda shall make commercially reasonable efforts to give you prior notice of any change that may materially affect the Services.

- 3.4 Agoda may invite you to enroll in or to opt-out of optional programs. If you enroll in or elect not to opt-out of an optional program, you will be bound by the supplemental terms of the program, including additional fees that may apply.
- 3.5 You shall use the Services in accordance with instructions provided by Agoda from time to time.
- 3.6 Agoda will, in its sole discretion, decide and may change at any time:
- (a) the information displayed about your property on the Sites;
 - (b) the criteria to determine when or whether to include your property in search results displayed on the Sites;
 - (c) where the property appears in ordered or ranked search results on the Sites; and
 - (d) the format and design of the Sites.
- 3.7 Agoda may market your Property through Distributors, search engines, price comparison platforms and metasearch services, each of which may republish information extracted from the Sites.
- 3.8 Agoda will use commercially reasonable measures to attempt to prevent unauthorized links to, references to, and republication of information on the Sites. You acknowledge that these measures may not succeed and release Agoda from all liability for unauthorized links, references to, and republication information on the Sites by a third-party.
- 4. Extranet**
- 4.1 Agoda will provide you with Credentials to access the Extranet so that you may:
- (a) view, load, modify and delete Inventory and Property Information;
 - (b) view information about upcoming and completed Bookings;
 - (c) view amounts due to you by Agoda and amounts payable by you to Agoda;
 - (d) review amounts paid to or by Agoda;
 - (e) receive notices, information about Services, and reports from Agoda; and,
 - (f) enroll in or opt-out of optional programs.
- 4.2 Your use of the Extranet may be subject to supplemental terms of use.
- 4.3 You may connect to the Extranet directly or using a channel manager approved by Agoda.
- 4.4 You are responsible for logging into the Extranet at least every 30 days to keep your account active and to receive any notices and other information sent by Agoda.
- 4.5 You are responsible for your own costs of connecting to and using the Extranet.
- 4.6 You are responsible for all use of your Credentials, including their use to enroll your Property in or opt-out of optional programs for which fees are payable to Agoda, until Agoda notifies you that the Credentials are cancelled.
- 4.7 You shall use appropriate safeguards to protect the security and integrity of the Extranet and shall not give access to your Credentials to any person who is not authorized to use the Extranet on your behalf.
- 4.8 If you have a reason to believe the security of your Credentials may be compromised, you must promptly inform Agoda and Agoda will, at no charge, cancel the Credentials and issue new ones.

4.9 Agoda may, without prior notice, cancel your Credentials and issue new ones.

5. Inventory and Property Information

5.1 For each of your properties, you shall:

- (a) provide Inventory and Property Information to Agoda via the Extranet, including rooms, rates, Taxes, fees, availability, promotions, cancellation and change conditions, and other content; and
- (b) provide the same Inventory and Property Information that you provide to Global Channels, and not subject to any more restrictive reservation and cancellation conditions.

5.2 Unless the Inventory or Property Information specifies otherwise, Agoda will:

- (a) describe every room and room type as non-smoking; and,
- (b) offer every rate as fully cancellable and refundable.

5.3 You shall specify, for every rate you provide to Agoda:

- (a) all fees and Taxes that must be paid by a Guest and whether the fees and Taxes are included in the rate (e.g. a tax inclusive rate) or in addition to the rate (e.g. a tax exclusive rate); and,
- (b) the refundable security deposit, if any, that you will collect from the Guest at or before check-in.

5.4 You shall provide Property Information to Agoda via the Extranet, including descriptions of room types, facilities, amenities, accessibility and photographs of the rooms and shared spaces.

5.5 Agoda may, in its sole discretion:

- (a) store all or some Property Information with contracted service providers;
- (b) subject to written use standards specified by you, modify Property Information;
- (c) display all or part of the Property Information based on criteria determined in Agoda's discretion.

5.6 Agoda shall not use Property Information in any way that might reasonably be considered to adversely affect the goodwill attached to the Property Information or to your reputation.

5.7 You shall update the information that you provide via the Extranet no less frequently than you update any Global Channel.

5.8 You shall not transmit any information via Extranet that does not conform to Agoda's content standards, as described in Exhibit [B] – Content Standards.

5.9 Agoda may translate Property Information to display it on the Sites in different languages. Agoda may use technology to generate translations automatically without human review.

5.10 You are responsible for the accuracy of your Inventory and Property Information, and for correcting any errors in it.

5.11 If you are unable, for any reason, to correct an error in the Inventory or Property Information, you must inform Agoda immediately and Agoda may take any action it deems appropriate to prevent the affected information from being displayed on the Sites.

6. Fair Competition

- 6.1 You shall not include conditions in or restrictions on Property Information and Inventory that impedes Agoda's ability to compete fairly with any Global Channel. At a minimum, the room types, rate plans, rates, offers, promotions, availability, cancellation and change policies, and Property Information, must be at least the same as or better than you provide to each Global Channel.
- 6.2 You must remedy any breach of this Section 6 (Fair Competition) within 72 hours after being notified by Agoda of the breach.
- 6.3 Until you remedy a breach of this Section 6 (Fair Competition):
- (a) you will release Agoda from any conditions or restrictions on Property Information and Inventory that impede Agoda's ability to compete fairly with a Global Channel;
 - (b) Agoda may suspend all or any party of the Services with respect to your property; and,
 - (c) Agoda may change the order in which your property appears in ordered or ranked search results on the Sites.
- 6.4 If a third-party uses your rates without authorization, or misrepresents or misuses them (including discounting or reselling rates, or offering wholesale, corporate business-to-business rates or any other rates directly to consumers) in a way that impedes Agoda's ability to compete fairly with the third-party, you will release Agoda from any restrictions under this agreement that prevent Agoda from using the same rates in the same way, and to take any other commercially reasonable actions to maintain fair competition in the market, until the unauthorized, misrepresentation, or misuse by the third party ends.
- 6.5 This section 6 applies to the extent that it is not prohibited by applicable law in the jurisdiction where your property is located.
- 7. Compensation**
- 7.1 The way Agoda is compensated for facilitating a Booking at your Property depends on where your property is located and, in some locations, whether the payment flow is Agoda Collect or Property Collect as described in Section 8.1.
- (a) If your property is located in a Commission Market, you will compensate Agoda by paying a commission calculated as a percentage of the Reference Sell Rate. Your commission levels are displayed in the Extranet.
 - (b) If your property is located in a Net Rate Market:
 - (i) for an Agoda Collect Booking, you will compensate Agoda by allowing Agoda to mark up the Net Rate and retain the difference as a fee unless the exception in subsection (c) applies; and,
 - (ii) for a Property Collect Booking, you will compensate Agoda by paying a commission calculated as a percentage of the Reference Sell Rate. Your commission levels are displayed in the Extranet.
 - (c) If your property is located in China, you have informed Agoda that you are not able to issue *fapiao* VAT tax invoices, and Agoda has agreed to make an exception and confirmed it in the Extranet, you will compensate Agoda for an Agoda Collect Booking by paying a commission calculated as a percentage of the Reference Sell Rate. Your commission levels are displayed in the Extranet.
- 7.2 Optional programs that you enroll in (or elect not to opt-out of) may be subject to additional fees or commissions as described in the applicable program's supplemental terms and conditions.

- 7.3 Fees or commissions for optional programs, and applicable Tax on them, will be payable under this agreement. On at least a monthly basis, Agoda will calculate the total fees or commissions payable by you for all Services, including optional programs, and the total Booking Value sum payable by Agoda to you and:
- (a) if the total Booking Value is more than the total fees and commissions due to Agoda, Agoda will pay the you the difference; or,
 - (b) if the total fees and commissions due to Agoda, and any VAT, GST, or similar indirect tax payable by you on them, is more than the total Booking Value, you will pay Agoda the difference.
- 7.4 If an amount owed by you to Agoda under a supplementary or separate agreement is overdue, Agoda may deduct some or all of that overdue amount, and applicable interest, from amounts we remit to you for Agoda Collect Bookings.
- 7.5 If you believe that an amount calculated by Agoda is incorrect, you shall inform Agoda notice of the discrepancy within 7 days after the amount is reported to you, and provide sufficient details to allow Agoda to review its records to either correct or confirm the amount.
- 8. Payment Flows**
- 8.1 Agoda supports two payment flows Guests to pay for Bookings:
- (a) **“Agoda Collect”** means Agoda collects full payment from the Guest for a Stay before the check-in date and remits the Booking Value to you after the check-out date; and,
 - (b) **“Property Collect”** means you collect full payment from the Guest for a Stay after the check-in date and remit the compensation due to Agoda after the check-out date.
- 8.2 Agoda may, at any time, attempt to optimize the number and value of Property Collect Bookings to result in an amount payable by Agoda to you.
- 8.3 If your property is in a Commission Market, on a monthly basis, Agoda will calculate the total compensation payable to Agoda for Property Collect Bookings and the total Booking Value payable by Agoda Collect Bookings and:
- (a) if the total Booking Value is more than the total compensation due to Agoda, Agoda will pay you the difference; or,
 - (b) if the total compensation due to Agoda is more than the total Booking Value, you will pay Agoda the net difference.
- 8.4 Agoda may, at its discretion, set off all or part of any monthly amount payable by you against the Booking Value due to you in subsequent months.
- 8.5 You may collect payment directly from a Guest, regardless of whether the Booking is Agoda Collect or Property Collect, for:
- (a) incidental charges incurred by a Guest during a Stay; and,
 - (b) local Taxes that you are required by law to collect directly from the Guest.
- 8.6 Agoda will not:
- (a) be responsible for any amount payable by a Guest that is not specified via the Extranet for the relevant Booking; or

(b) remit any amount for a Booking, except the amount specified in the Booking confirmation.

8.7 Agoda will make all payments for a Booking in the Property currency specified in the Extranet, unless otherwise agreed in writing.

8.8 Agoda may refuse payment to you for a Booking if the Guest or another authorized person named in the Booking is not present during the Stay.

9. Agoda Collect

9.1 Agoda Collect is activated by default and cannot be deactivated by you.

9.2 You authorize Agoda to collect and receive payments from Guests (and to process and give refunds to Guests) for Bookings at your property.

9.3 When Agoda collects a payment from a Guest, it will process the funds, including the Booking Value, through accounts owned or controlled by Agoda, a related company, or an authorized service provider acting on Agoda's behalf.

9.4 Upon collection of a payment from a Guest by Agoda, the Guest's obligations to you for that amount are fully extinguished, regardless of whether or when Agoda remits the Booking Value to you. By authorizing Agoda to collect a payment from a Guest for a Booking, you irrevocably waive all claims against the Guest arising from their obligation to pay you the amount Agoda collects.

9.5 You shall not charge any person for a service or good (or any part of either) for which Agoda has already collected payment from the Guest. If you charge a Guest in error, you are responsible for correcting the error by promptly refunding the charge and informing Agoda.

9.6 Agoda may reference you or your property in the transaction details for an amount collected from a Guest.

9.7 Agoda may derive benefits, including earning interest on funds held by Agoda, by collecting payments for you. You will not be compensated for, and will not receive any share of, the benefits Agoda derives.

10. Property Collect

10.1 Agoda may, in our sole discretion, offer you the option to activate Property Collect. When Property Collect is activated, you shall specify via the Extranet, from the available options, the payment methods you will accept, and all surcharges (if any) that you will apply to each of those methods.

10.2 You shall inform Agoda immediately if the payment methods you will accept change after a Guest makes a Property Collect Booking and before the Booking check-in date.

10.3 While Property Collect is activated, Agoda will determine, in its sole discretion, when to offer it as an option to a User.

10.4 You are responsible for paying Agoda's compensation for a Property Collect Booking:

(a) if you allow a Guest to cancel the Booking without Agoda's prior approval; or,

(b) if the Guest fails to check-in for the Stay and you do not inform Agoda within 24 hours after the scheduled check-in date.

10.5 If a Guest cancels a Property Collect Booking after the cancellation deadline, or you inform Agoda that the Guest has failed to check-in within 24 hours after the scheduled check-in date:

- (a) Agoda will convert the Booking to Agoda Collect and will attempt to collect the full amount owed by the Guest under the Booking conditions; and,
- (b) if Agoda is not able to collect payment for the Booking, Agoda may share the Guest's payment card details and contact information with you, and you may attempt to collect the amounts due directly from the Guest.

11. Unique Payment Cards (UPCs)

- 11.1 Agoda may pay amounts due under this agreement by issuing a UPC for the amount payable. This section only applies to extent that Agoda issues you a UPC. You are responsible for charging the UPC to transfer the funds to your account. Each UPC will automatically expire 150 days after the check-out date of the Stay for which is issued. If you fail to charge a UPC for the full amount payable before the UPC expires, you will forfeit the uncharged balance and relieve Agoda of all further payment obligations with respect to the balance.
- 11.2 Agoda may issue a UPC for each Booking for which an amount is payable to you. You are responsible for:
 - (a) confirming the amount payable to you, and the payment currency, in the Extranet; and,
 - (b) charging the UPC the correct amount in the correct currency after the Guest checks-out.
- 11.3 You shall keep each UPC secure and shall not share it with any person who is not authorized by you to charge the UPC.
- 11.4 You must inform Agoda promptly if you believe the security of a UPC was, or may be, compromised. You will be responsible for all use of your UPC, including unauthorized charges, until Agoda confirms that the UPC is cancelled.
- 11.5 Agoda will, upon request, cancel your UPC at any time before it expires and issue a replacement.
- 11.6 Agoda may, without prior notice to you, cancel and replace a UPC at any time if Agoda believes it may be used without authorization, fraudulently, or that its security has been compromised.
- 11.7 A replacement UPC will expire on the same date as the one it replaced.
- 11.8 Agoda may recover any amount paid to you (i) for a Booking that is subsequently cancelled for any reason or at any time or (ii) that was improperly charged to the UPC, including an overcharge, a charge in the incorrect currency, or an unauthorized charge. If you do not repay the amount within 14 days after we request it, you acknowledge that Agoda is entitled to recover the amount through a chargeback against the UPC.

12. Tax

- 12.1 You are responsible for remitting all Taxes payable in accordance with applicable law in relation to your activities, including Tax due on to a Booking.
- 12.2 You are responsible for remitting all Taxes payable in relation to your activities, including Tax due on to a Booking, except to the extent that Agoda (a) is required by applicable law to remit Taxes directly, or (b) has notified you that Agoda will remit Taxes directly. Agoda will not account for any Taxes payable by you on any amount paid or received by Agoda under this agreement. Taxes payable by you on all or some of the amount paid by a Guest for a Booking will not reduce Agoda's compensation.
- 12.3 You are responsible for, and shall satisfy, all applicable withholding, invoicing, deduction, and other Tax-related obligations required of you.
- 12.4 If Agoda's compensation for a Booking is a commission calculated on the Reference Sell Rate:
 - (a) Agoda will issue an invoice for Agoda's compensation, and any applicable Tax on it, for each Booking; and,

- (b) upon request by Agoda or a Guest, and if required by applicable law, you shall issue a Tax invoice to the Guest for the Reference Sell Rate for their Booking.
- 12.5 If requested by Agoda, you shall promptly provide copies of relevant documents related to payments received or made by it under this agreement, including confirmation of Booking Value received and compensation paid to Agoda.
- 12.6 If Agoda's compensation for a Booking is marking up the Net Rate and retaining the difference, you shall, if required by law, issue a Tax invoice to Agoda for the Booking Value of each Booking.
- 13. Bookings**
- 13.1 Agoda will send a confirmation of each Booking to you that specifies, at a minimum:
 - (a) the check-in and check-out dates;
 - (b) the room type;
 - (c) the Guest's name;
 - (d) any special requests made by the Guest at the time the Booking was made; and,
 - (e) the Reference Sell Rate if your property is located in a Commission Market, or the Booking Value if your property is located in a Net Rate Market.
- 13.2 You shall not cancel or modify a Booking without Agoda's prior approval. If a Guest contacts you with a cancellation or change request, you shall instruct the Guest to contact Agoda for assistance. A change or cancellation to a Booking made by you without Agoda's approval will not reduce the compensation due to Agoda for the Booking.
- 13.3 Agoda may, at any time by giving you notice, cancel or modify a Booking without penalty and with no amount payable to you, even if the Booking was made under restricted cancellation or non-refundable conditions, if:
 - (a) the cancellation or modification is (i) due to a Force Majeure or (ii) requested by the Guest due to circumstances beyond their reasonable control and Agoda is satisfied that the request is made in good faith; or,
 - (b) the Guest has violated the terms of service applicable to the Booking or the Sites; or,
 - (c) Agoda has a reason to believe the Booking was made fraudulently or that a payment for all or part of the Booking was made without the payment cardholder's authorization; or,
 - (d) if the reservation was facilitated by Agoda for a Distributor who has become insolvent or whom Agoda reasonably believes will be unable (for any reason) to pay Agoda for the reservation when payment is due.
- 13.4 Agoda may make commercially reasonable efforts to contact you first and to cooperate with you to offer the Guest alternative options to preserve a Booking that a Guest has requested to cancel.
- 13.5 The amount payable by Agoda to you for a Booking modified by Agoda will be based on the revised amount paid by the Guest.
- 14. Honoring Bookings**
- 14.1 You shall honor every Booking. At a minimum, this means that you must:
 - (a) have the reserved room type available for the Guest throughout their Stay;

- (b) not require the Guest to change rooms during their Stay;
- (c) respond to special requests made by the Guest if the request was sent to you at least 72 hours before the Stay;
- (d) provide the Guest with access to all amenities and features described in the Property Information; and,
- (e) provide the Guest with a clean, safe, and secure environment during their Stay.

14.2 If you cannot or will not honor a Booking, you shall:

- (a) if you have a better room type available for the Stay, offer that room to the Guest at no additional charge; or
- (b) if you do not have a better room type available for the Stay –
 - (i) arrange and prepay alternate accommodation for the Guest of equal or better standard within a reasonable distance from the Property at no cost to the Guest or to Agoda;
 - (ii) provide a private transfer to the alternate accommodation at no cost to the Guest or to Agoda;
 - (iii) compensate the Guest for any difference in the amenities available at the alternate accommodation and for any additional transportation costs the Guest is likely to incur while staying at the alternate accommodation;
 - (iv) promptly inform Agoda that you have relocated the Guest, the reasons why, the address of the alternate accommodation, and any unresolved Guest concerns that you are aware of; and,
 - (v) explain to the Guest why you did not honor the reservation and that Agoda did not cause or contribute to it.

14.3 You shall not relocate a Guest unless you have made good faith efforts to accommodate the Guest at your property, including by relocating other customers or requiring them to change rooms.

14.4 For each Booking that you fail to honor, you shall compensate Agoda an amount equivalent to one night's average nightly value of the Booking if you accommodate the Guest at your property or two nights' average nightly value if you relocate the Guest.

15. Guest Relations

15.1 You are responsible for verifying the identity of each person who checks-in for a Stay, ensuring that the person is the Guest, or another authorized person named in the Booking, and keeping adequate records of each of their identities.

15.2 You shall provide service to Guests, including access to amenities, which is at least of the same level as you provide customers who have booked through other channels.

15.3 Agoda may refer Guest inquiries, including complaints, related to their Stay to you for resolution.

15.4 Agoda may invite:

- (a) Guests to share feedback about their experiences during Stays by submitting reviews and answering surveys; and,
- (b) you to respond to reviews of Stays at your property.

- 15.5 Agoda may publish reviews and responses on the Sites if:
- (a) the information in the reviews and responses conforms with Agoda's content standards and other policies; and,
 - (b) Agoda considers the information helpful to users of the Sites.
- 15.6 Agoda may, at its sole discretion, decide not to publish a review or response, to publish only part of it, or to delete it.
- 15.7 Agoda may share aggregated review and survey information about Stays at your property with you but will not share any details that will identify the Guest without the Guest's consent.

16. Intellectual Property Rights; Marks

- 16.1 Except for the licenses and authorizations expressly given in this agreement, nothing in this agreement is intended to grant or transfer either Agoda's or your intellectual property rights.
- (a) Agoda will retain all rights in the Sites and Agoda Marks, and the information (excluding information loaded to the Extranet by you) and technology incorporated into it.
 - (b) You will retain all rights in your Marks and information you transmit to Agoda via the Extranet.
- 16.2 By transmitting information via the Extranet, you grant Agoda a license to display, royalty-free and worldwide, the information on the Sites and to sublicense the same rights to Distributors.
- 16.3 Each party retains ownership and all rights in its Marks. No party shall attempt to register an interest in another's Marks, nor contest the other's interest in them. No party may use the other's Marks except as expressly permitted under this agreement, a separate license or sub-license, or otherwise by law.
- 16.4 For the duration of this agreement you hereby grant Agoda, a non-exclusive, non-transferable, sub-licensable, revocable, royalty-free license to use and display your Marks to the extent necessary for Agoda to perform this agreement.
- 16.5 Each party may, from time-to-time, change its Marks or use standards. If a party changes its Marks or use standards, the party shall give the others notice of the changes. Each party shall use commercially reasonable efforts to implement the changes promptly after receiving notice of them.
- 16.6 Each party must stop using and displaying the other's Marks immediately when the license granted under this Section to use those Marks is revoked, unless the party is entitled to continue using them under a separate license or sub-license agreement.
- 16.7 The license granted under this Section will be automatically revoked upon termination of this agreement for any reason.
- 16.8 Agoda shall not use your Marks in a manner that intentionally harms your reputation, adversely affects the goodwill associated with your Marks, or confuses users of the Sites.
- 16.9 All goodwill in your Marks that results from use by Agoda or a Distributor will accrue to you.
- 16.10 You authorize Agoda to sublicense to its Distributors the same rights to use and display your Marks, subject to the same conditions and restrictions applicable to Agoda's use of the Marks.

17. Suspension of Services

- 17.1 Agoda may suspend all or any part of the Services to you if Agoda has a reason to believe you:

- (a) are in breach of any obligation under this agreement or the terms any optional program you have enrolled in;
- (b) are or are likely to use the Services in a way that would cause Agoda to breach an obligation to a third-party or an applicable law;
- (c) rejected a Booking made with a valid rate, availability, and conditions;
- (d) intentionally overcharged Agoda or a Guest, or charged a Guest an amount that was not disclosed in the Booking conditions or incurred during the stay;
- (e) posted or encouraged others to post false or misleading Guest reviews on the Sites;
- (f) encouraged the publication of, or republished, false or misleading information about Agoda or a Guest;
- (g) have consistently or repeatedly provided Agoda with rates, availability, or conditions that impede Agoda's ability to compete fairly in the market;
- (h) treated a Guest or Agoda personnel abusively or unprofessionally;
- (i) have given conflicting instructions to Agoda; or
- (j) are subject to or involved in a dispute over the ownership or management control of your property.

18. Indemnification

- 18.1 Each party shall indemnify the other for all costs the other incurs, including reasonable professional fees, arising out of:
- (a) an incorrect statement of fact made in this agreement by the indemnitor;
 - (b) a claim by third party or a proceeding by a regulatory authority arising from the indemnitor's unauthorized collection, use or disclosure of personal information;
 - (c) a failure by the indemnitor to comply with PCI standards and requirements;
 - (d) a claim by a third party arising from the indemnitor's alleged infringement of a trademark, copyright, patent, trade secret or other intellectual property right;
 - (e) a breach by the indemnitor of obligations under Section 26 (Confidentiality) or a statement or obligation under Section 28 (Compliance);
 - (f) harm caused intentionally by the indemnitor to the indemnitee or a third party;
 - (g) fraud or any illegal act by the indemnitor or its personnel; or
 - (h) a violation by the indemnitor of applicable law.
- 18.2 You shall indemnify Agoda for all loss and cost (including compensation, a fine or penalty imposed by a public authority or arbitrator), a mandatory refund or other payment made to comply with applicable card scheme rules, and reasonable professional fees) incurred as a result of any of the following:
- (a) a claim by any third-party that any information transmitted via the Extranet by you, or using your Credentials, infringes any person's intellectual property rights or violates an applicable law;

- (b) a charge to a payment card made by you, or by Agoda on your behalf, that is subsequently (i) disputed or charged-back by the cardholder, (ii) determined by Agoda to be fraudulent, or (iii) ordered reversed by public authority or arbitrator acting within its or their legal authority;
- (c) your failure to honor a Booking;
- (d) your breach of Section 21 (Data Protection) or any unauthorized collection, use, or disclosure of a Guest's personal data;
- (e) a claim by a Guest arising from (i) an alleged breach of an agreement between you and the Guest or (ii) an alleged act or omission by you or your personnel during or in connection with the Guest's Stay; or,
- (f) any failure or delay by you to remit all Taxes due on a Booking or other transaction under this agreement.

18.3 A party that may seek indemnification under this agreement shall:

- (a) give the indemnitor prompt notice with reasonable detail of any events that may trigger an indemnity request;
- (b) allow the indemnitor to control the response to and defense of, including the selection of professional advisors and legal counsel, any allegation or claim that may trigger an indemnity request; and,
- (c) cooperate and assist with the response to, and defense or settlement of, any allegation or claim that may trigger an indemnity request.

18.4 A party shall not seek to be indemnified by another party for any amount arising from a settlement of a matter to which the other party did not consent.

19. Disclaimer

19.1 Agoda provides the Services "as is" and "as available" and does not guarantee they will operate without error or interruption.

20. Limitation of Liability

20.1 No party will be liable under this agreement, or otherwise related to its provision or use of the Services, for indirect or punitive damages.

20.2 Agoda will not be liable to you for loss or costs arising out of:

- (a) an interruption or unavailability of the Services;
- (b) inaccurate, out-of-date, or incomplete Property Information;
- (c) inaccurate, out-of-date, or incomplete Inventory information provided by you;
- (d) an act or omission by a Distributor;
- (e) incompatibility with hardware or software, including any channel manager, with the Extranet or any part of the Services;
- (f) Agoda's modification, replacement, or discontinuation of all or part of the Services;
- (g) damage caused by a Guest;
- (h) Guest reviews published on the Sites;

- (i) unauthorized links to or republication of information on the Sites;
- (j) a failure by you to keep a UPC secure from unauthorized use; or
- (k) translated information displayed on the Site.

20.3 A party shall not commence any proceeding against the other for any cause of action if more than 12 months have passed since the cause of action arose.

21. Use of Guest Data – Data Protection

21.1 Each party shall handle Personal Data in accordance with this agreement and applicable regulations. If the Personal Data is about an individual who is a resident of the European Union, Exhibit [A] – Data Protection also applies.

21.2 A party shall not, without a Guest's prior express consent, use the Guest's Personal Data except for the following purposes:

- (a) honoring a Booking;
- (b) communicating with the Guest or one of the other parties to this agreement about a Booking; and
- (c) for complying with legal obligations, including obligations to keep accurate records, related to a Booking.

21.3 Each party must use appropriate security measures to protect the security and integrity of Personal Data it receives under this agreement or in connection with a Booking.

21.4 If a party has a reason to believe that the security or integrity of Personal Data it received from the other may have been breached, it must promptly:

- (a) inform the other of the relevant facts and circumstances;
- (b) determine what, if any, Personal Data is affected by the breach;
- (c) stop the breach from continuing, and take steps to prevent it from recurring;
- (d) take other steps to mitigate damages that may arise from the breach; and,
- (e) cooperate with the other party to investigate the cause and extent of the breach and, to the extent required by applicable law, inform individuals whose Personal Data may have been affected.

22. Dispute Resolution Procedure

22.1 The parties shall cooperate and make good faith efforts to resolve all disputes that arise between us before starting any legal proceeding.

22.2 Each party shall designate a business representative to participate in any dispute resolution process under this Section 22.

22.3 Each party shall use the following procedure to inform the other of any disputes between them, including a dispute arising from a breach of this agreement:

- (a) the party will give the other notice of the dispute (a **"Notice of Dispute"**) as soon as practicable after the party becomes aware of the breach or the dispute arises;
- (b) the parties will identify the matters in dispute and negotiate in good faith to resolve them to their mutual satisfaction within 30 days of the date the Notice of Dispute was given (the **"Resolution Period"**);

(c) the parties may, upon mutual consent, extend the Resolution Period.

22.4 Each party shall, except to the extent that the matters in dispute prevents it from doing so, continue to perform all obligations under this agreement in good faith during the Resolution Period.

23. Term and Termination

23.1 This agreement comes into effect the first time you use any of the Services and remains in effect until terminated by you or Agoda, or by operation of law.

23.2 Either party may terminate this agreement at any time by giving the other at least 30 days' prior notice.

23.3 Either party may terminate this agreement immediately upon giving the other notice, if the other:

- (a) becomes bankrupt, insolvent, or is subject to an order giving an unrelated entity control over any of its affairs;
- (b) is subject to a change of control;
- (c) has engaged in any practice prohibited by Section 28 (No Corruption); or,
- (d) has failed to remedy a material breach of this agreement within 14 days after the end of the Resolution Period related to the breach.

23.4 You shall honor all Bookings made before this agreement terminates. Each party's obligations and rights with respect to a Booking will survive termination of this agreement until the Stay is completed.

23.5 Within 30 days after this agreement terminates, each party shall pay the other all amounts due under it. Agoda may set off any amount payable by it to you against any amount payable by you to Agoda.

23.6 You acknowledge that, after this agreement terminates, Agoda may continue to market your property from inventory made available to Agoda by third parties with whom you have separate distribution agreements.

24. Notices

24.1 You may give a notice to Agoda under this agreement by mail to Agoda's address (written above in Section 1) or electronically via the Extranet, with a copy of a notice to the support email address provided to you by Agoda from time to time.

24.2 Agoda may give a notice to you under this agreement via the Extranet or by email to the contract email address associated with your account or property in the Extranet.

25. Records

25.1 Each party shall maintain complete and accurate records of its compliance with and performance of this agreement, including:

- (a) a record of all reservations facilitated by or for it under this agreement; and
- (b) amounts receivable, amounts payable, and amounts paid by it for:
- (c) reservations facilitated by or for it; and
- (d) other services provided by Agoda under this agreement.

25.2 You shall maintain accurate records of the identities of each Guest and the number of occupants who accompanied them during a Stay.

- 25.3 You shall, upon request by Agoda, provide reasonable access to (or copies of) relevant records to confirm your compliance with and performance of this agreement.
- 25.4 A party may aggregate information to the extent required to avoid disclosing information to the other under this Section 25 that is subject to confidentiality obligations under a separate agreement with a third-party.
- 25.5 Each party's obligations under this Section 25 will continue for three years after this agreement terminates.
- 26. Confidentiality**
- 26.1 Each party may disclose Confidential Information, including this agreement, to its related companies and their professional advisors.
- 26.2 If Confidential Information includes Personal Data, each party is responsible for ensuring that it receives, uses, and discloses the personal data in accordance with applicable data protection regulations.
- 26.3 The confidentiality obligations in this Section 26 do not apply to information that:
- (a) was known to the receiving party, and not subject to confidentiality restrictions, before it was disclosed;
 - (b) is, or comes into, the public domain, through no act or omission of the receiving party;
 - (c) the receiving party obtains from a third party who, to its knowledge, was not under any obligation to keep it confidential;
 - (d) is independently developed by the receiving party without any use of or reference to Confidential Information; or
 - (e) is expressly exempted from this Section in writing by the disclosing party.
- 26.4 Nothing in this Section 26 is intended to:
- (a) prevent either party from engaging in discussions or transactions with third parties on any matter, including matters similar to those covered by this agreement; or,
 - (b) transfer a right or grant a license to any intellectual property.
- 26.5 Each party shall only use Confidential Information directly for the purpose of performing this agreement and shall take all reasonable measures to prevent it from being used for any other purpose.
- 26.6 Neither party shall reverse engineer, copy, disassemble or decompile any prototypes, software or other tangible or intangible data incorporated in Confidential Information.
- 26.7 Each party may, to the extent required to perform this agreement, allow its personnel and professional advisors to access and use Confidential Information on the party's behalf if:
- (a) the personnel are informed of the confidential nature of the Confidential Information and the party's obligation to protect it; and,
 - (b) the party takes reasonable steps to cause its personnel to adhere to the party's the confidentiality obligations under this agreement.
- 26.8 Each party will be responsible for any breach of its confidentiality obligations under this Section by its personnel.
- 26.9 Neither party shall, unless expressly permitted by this agreement, disclose Confidential Information to a third party without the other's prior written consent.

- 26.10 Each party may disclose Confidential Information, including this agreement itself, to a third party to comply with law, provided the party:
- (a) gives the other, to the extent permitted by law, advance notice of the disclosure;
 - (b) cooperates with reasonable efforts by the other to lawfully prevent or restrict the disclosure; and
 - (c) only discloses the minimum Confidential Information that it must disclose to meet its legal obligations and redacts all information in it that the party is not required to disclose to comply with its legal obligations.
- 26.11 Agoda may, unless prohibited by law from doing so, disclose information, including Confidential Information, about you and your use of the Services (including information about payments made to you or by you under this agreement, Stays at the Property, and Guests) to a public authority in response to a request that Agoda determines is valid under local law where the Property is located or the law governing this agreement.
- 26.12 Each party shall give the other notice if it has a reason to believe Confidential Information has been used or disclosed other than as expressly permitted by this agreement.
- 26.13 When this agreement terminates, each party shall promptly return, securely destroy, or permanently redact all materials containing Confidential Information and, upon request, confirm in writing that it has done so.
- 26.14 Each party may, upon notice to the other, keep a secure archived copy of Confidential Information to the extent required to comply with applicable mandatory rules or law.
- 26.15 Each party acknowledges that:
- (a) its obligations under this Section 26 are necessary and reasonable to protect the other's interests;
 - (b) monetary damages will be inadequate to compensate a breach of those obligations; and,
 - (c) a breach or threatened breach of its obligations under this Section may cause irreparable injury to the other.
- 26.16 Each party consents to the other seeking injunctive relief to prevent or stop a threatened or continuing breach obligations under this Section, without proving any actual damage.
- 26.17 Each party's obligation under this Section 26 will survive termination of this agreement for a period of three years.

27. Representations and Warranties

- 27.1 Each party states that, at the time it enters into this agreement:
- (a) it has the authority to enter into this agreement;
 - (b) it has the necessary corporate power and all licenses, permits, registrations, certificates and consents to legally carry on its business and the activities required to perform this agreement;
 - (c) it is not subject to any economic or trade sanctions, or equivalent restrictions, issued by national, foreign or international governmental bodies or authorities apply to it, its employees, representatives, owners, shareholders or affiliates, which affect its capacity to enter into or perform this agreement; and
 - (d) it is not controlled, directly or indirectly, by a government or government-controlled entity.
- 27.2 You also state that:
- (a) your name and address associated with your Agoda account is correct and accurately describes your legal status;

- (b) you have the capacity to enter into and be bound by this agreement;
- (c) to the extent that you will receive payment card information from Agoda or Guests under this agreement, you will comply with applicable PCI standards and requirements and maintain a current PCI attestation of compliance;
- (d) you have the necessary rights to grant Agoda a worldwide, royalty-free, license to display all Inventory and Property Information that you transmit via the Extranet; and
- (e) your property complies with applicable regulations and has the full and unencumbered right to provide accommodation to Guests.

27.3 If any statement made in this agreement by a party ceases to be accurate, for any reason, the party shall promptly give the other notice.

27.4 Each party shall provide any other reasonable documentation requested by another party, from time-to-time, to verify (i) the accuracy of its representations and statements and (ii) the identity of its ultimate beneficial owners.

28. No Corruption

28.1 Each party shall comply with anti-bribery and anti-corruption regulations, including the United States Foreign Corrupt Practices Act. Without limiting this obligation, a party shall not, in order to induce the recipient to do or omit to do an act in violation of the lawful duty of the recipient, to obtain or retain business or to secure any improper advantage or to induce the improper performance of a relevant function or activity with regard to any activities contemplated by this agreement, make or offer to make any payment, gift or transfer of value, to (or for the benefit of):

- (a) any government official or government employee (including employees of an entity owned or controlled by a government);
- (b) any political party (including its officials or candidates);
- (c) any commercial party, person or entity; or,
- (d) an intermediary for payment to any of the foregoing.

28.2 Agoda may suspend this agreement, including all obligations to pay amounts under it, immediately upon giving you notice if Agoda has a reason to believe that you have breached an obligation under this Section 28. Agoda may continue the suspension until it is reasonably satisfied that the breach did not occur or has been appropriately remedied.

29. No Control

29.1 The parties are independent contractors under this agreement. The parties do not intend that anything in this agreement creates or implies a partnership, joint venture, agency, employment, or fiduciary relationship between them.

29.2 Except to the extent expressly stated in this agreement, no party has the authority to bind any other to commitments to a third-party.

29.3 Nothing in this agreement is intended to give Agoda ownership, management, operation, or control of any property, or any part of it. Under this agreement, Agoda is not renting, leasing, letting, buying, or reselling space or inventory rights from you for any property.

29.4 Agoda does not take any inventory risk under this agreement and does not guarantee that you will receive a minimum number of reservations or a minimum value from any reservations facilitated for you.

29.5 Agoda may work with other Inventory suppliers, and you may work with other reservation platforms.

30. Communication

30.1 Agoda may communicate with you and your personnel by any means, including third-party automated systems.

30.2 Neither party shall not make any public statement about this agreement or the relationship between the parties without the other's prior written consent.

30.3 You hereby authorize Agoda to disclose its relationship with you to the extent required to perform this agreement, including in marketing and promotional information.

31. General

31.1 Each party shall:

- (a) perform this agreement in compliance with the laws that apply to it and its activities;
- (b) perform this agreement efficiently and in good faith; and,
- (c) bear its own costs of performing this agreement.

31.2 This agreement is the entire agreement between the parties about the matters it covers, and it replaces any prior agreements between them regarding those matters. This agreement will inure to the benefit of and be binding upon each party's successors, administrators, and permitted assignees.

31.3 The parties do not intend to give any third-party a right or benefit under this agreement, including a right to enforce anything in this agreement.

31.4 If any right or obligation in this agreement is unenforceable, that unenforceability will not affect the other rights and obligations of the parties.

31.5 A failure or delay by either party to enforce any of these terms is not a waiver of those terms. No waiver by a party of its right to enforce any right under this agreement will be effective unless it is in writing.

31.6 Each party may assign or delegate its rights and obligations under these terms to a related company by giving the other prior notice, but neither party may assign or transfer its rights and obligations under these terms to an unrelated party without the others' prior written consent, which the other shall not unreasonably refuse.

31.7 Neither party will be liable for any delay or failure in performing any obligation under this agreement if the delay or failure is caused by a Force Majeure. This exclusion does not apply to non-performance caused by adverse economic conditions or general financial or operational constraints.

32. Amendments

32.1 Agoda may amend these General Terms at any time by giving you notice of the effective date of the changes and by publishing the updated General Terms in the Extranet. Your continued use of Agoda services after the effective date of the changes will confirm that you acknowledge and accept to be bound them.

33. Interpretation

33.1 This agreement is made only in English. Any translation of these terms into another language will be for reference only and neither party shall rely on a translation, nor introduce it in any proceeding, to interpret legal obligations or rights under this agreement. This agreement will be construed in accordance with the applicable governing law based on the Agoda company with which you have a relationship.

EXHIBIT [A] – DATA PROTECTION

1. Definitions

1.1 In this Exhibit, the following definitions apply:

- (a) **Privacy Laws** means applicable laws, regulations, and rules that impose or create rights with respect to the collection, disclosure, receipt, use, storage, and access of Personal Data.
- (b) **EEA** means the European Economic Area
- (c) **EU Model Clauses** means the [European Commission Standard Contractual Clauses for the Transfer of Personal Data to Third Countries \(2004/915/EC\)](#).
- (d) **Processing**, whether capitalized or not, means any activity that involves collecting, disclosing, receiving, using, storing, or accessing Personal Data.
- (e) **Security Incident** means any event that reasonably could cause Personal Data to (i) be lost, corrupted, or misused, or (ii) be, without authorization, altered, destroyed, accessed, or disclosed.

2. Processing Operations and Purpose

- 2.1 You acknowledge that you will receive Personal Data as a data controller, as defined by Privacy Laws, and will have all related rights and obligations with respect to the Personal Data you receive from Agoda. Notwithstanding your role as a data controller, you may only process Personal Data received from Agoda for the purposes required to provide accommodation and other services to guests for whom Agoda or a Distributor has facilitated a reservation under this agreement.
- 2.2 Unless permitted by the guests and consistent with applicable Privacy Laws, you must not process Personal Data:
 - (a) for any purpose not covered by this agreement; nor,
 - (b) in connection with unsolicited marketing activities or offers.
- 2.3 You and Agoda each state that we will, at all times, perform this agreement in a way that complies with and meets the requirements of Privacy Laws. Each party shall, to the extent required by Privacy Laws, give appropriate notice directly to and obtain appropriate consents directly from guests with respect to the party's processing of the guests' Personal Data. Each party shall comply with any reasonable request by a guest to access, change, delete, correct, or exercise related rights to Personal Data, taking into account the nature of the processing, obligations under Privacy Laws, and Personal Data available to each party.
- 2.4 To the extent required to comply with Privacy Laws, the parties will make commercially reasonable efforts to agree to additional or amended terms with respect to processing Personal Data. The parties will agree on the necessary changes in good faith, taking into account their respective obligations to perform this agreement in compliance with applicable Privacy Laws.

3. Data Security & Security Incident

- 3.1 Each party shall at all times use reasonable and appropriate technical, organizational, and security measures (including encryption or data and channels as appropriate, and secure storage) to prevent Personal Data within its control from:
 - (a) loss, misuse, and corruption; and,
 - (b) any unauthorized alteration, destruction, access, or disclosure.

- 3.2 You must notify Agoda, as promptly as possible and within no more than 3 business days, if you (or your software or business service providers, partners, agents, or subcontractors) discovers, is notified of, or reasonably suspects a Security Incident has occurred.
- 3.3 Notwithstanding anything to the contrary in this agreement, to the extent that a Security Incident arises from or is related to your or its software or business partners, subcontractors or agents' Processing of Personal Data or use of or access to Agoda's systems in breach of this exhibit, you are responsible for the costs of mitigating the Security Incident. The cost of mitigating the Security Incident includes but is not limited to, forensic review, Security Incident notifications, credit monitoring, and any other obligation under applicable Privacy Laws. Notwithstanding anything to the contrary in this agreement, each party shall indemnify, defend, and hold harmless the others and their successors, assigns, affiliates, related companies, directors, officers, employees, and agents from and against any fines, claims, actions, damages, liabilities, costs, expenses, or penalties, including reasonable attorneys' fees and expenses arising from a third party claim related to its Processing of Personal Data in breach of this exhibit.
4. **International Data Transfers**
- 4.1 If you are located outside the EEA, in a country that is not recognized as providing an adequate level of data protection:
- (a) this agreement incorporates by reference the **EU Model Clauses**");
 - (b) for the purposes of the EU Model Clauses, Agoda is the data exporter and you are the data importer; and,
 - (c) the description of the transfer in Annex B to the EU Model Clauses will be the activities performed by each of us under this agreement.
- 4.2 If Agoda certifies under the EU-U.S. Privacy Shield Framework, you shall provide the same level of protection to EEA Personal Data as required by the Privacy Shield principles. you must notify Agoda immediately if you determine that you can no longer meet your obligations under this Section with regard to EEA Personal Data and, at Agoda's election, cease processing EEA Personal Data or take other reasonable and appropriate action to remediate the issues as instructed by Agoda.
5. **Other Provisions**
- 5.1 Notwithstanding any limitations of liability and disclaimers in this agreement to the contrary, in the event of a breach of this exhibit, the maximum liability for all claims and costs in the aggregate shall be the greater of USD \$1,000,000, the limitation under this agreement, or the commission received by Agoda under this agreement during the 12-month period preceding the date on which the last event giving rise to the claim or cost occurs.
- 5.2 If any right or obligation in this exhibit is invalid or unenforceable, then the remainder of this exhibit shall remain valid and in force. The invalid or unenforceable provision will be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if that is not be possible; (ii) construed in a manner as if the invalid or unenforceable part had never been included.
- 5.3 In the event of a conflict between this exhibit and the General Terms and Conditions, this exhibit will prevail.

EXHIBIT [B] – CONTENT STANDARDS

1. Prohibited content

1.1 You shall not transmit any information via the Extranet that:

- (a) defames any person;
- (b) is incorrect or misleading;
- (c) is obscene, racist, or pornographic;
- (d) promotes discrimination or bias against an identifiable group of people;
- (e) encourages violence or illegal acts;
- (f) infringes on the intellectual property rights of any person;
- (g) violates an applicable law or rule in a country where you operate;
- (h) links to information that falls within any of the above, published at a different site.

2. Right to delete, edit, and not publish

2.1 Agoda may delete, edit, or not publish any information on the Sites, or prevent it from being displayed in particular locations, if Agoda, in its sole discretion, determines that:

- (a) the information violates these content standards or an Agoda policy;
- (b) displaying the information is likely to adversely affect Agoda's reputation or interests; or,
- (c) displaying the information would likely be contrary to applicable law.