

Term and Conditions

Welcome to TGH, a residential property care service company ("The Great Hosts"). The TGH Platform is owned and operated by TGH.

Please carefully read the following Terms of Service (the "**Terms**"). By using or register to the TGH Platform, the customer ("**Customer**") agrees to be bound by these Terms. If the Customer does not agree to these Terms, the Customer may not access or use the TGH Platform in any way.

About the TGH Platform

The TGH Platform offers residential property care services for those that rent out properties on a short term basis (each, a "**Property**", and collectively, the "**Properties**"), to guests (the "**Guests**"). The TGH Platform can also be used with third party platforms such as Airbnb (the "**Third Party Channels**").

Using the TGH Platform, the Host can also manage interactions with external third party service providers services (the "**Third Party Service Providers**").

Each Host has an "Account" on the TGH Platform with which he or she can manage multiple Properties. Each Account is first and foremost accessible by the Account's administrator (the "**Admin User(s)**") and the Admin User is given access to tools for managing the Account itself. For instance, the Admin User can set up user accounts which the Admin User can assign to his or her team members so that they can manage the Properties using TGH Platform's Property management tools.

The Customer may also opt to use any of our additional add-on modules such as booking website, channel manager services Guest Communication Service, consulting services etc. (the "**Add-On Services**"), which Add-On Services may be subject to additional terms and conditions, and in connection to which the Customer's Account information may be shared with any third party affiliated to the Add-On Services, where applicable. The guest communication service (the "**GCS**") for example is the add-on module where our guest service experts (the "**GSE**") are available to assist the Customer's Guests and prospective Guests with reservations and similar reception-related matters (the "**GCS**").

- **Important disclaimers**

The TGH Platform does not manage the Properties, the Host does. We and our personnel do not ordinarily visit the Properties. In light of this, the following non-exhaustive lists of disclaimer apply, in addition to any other express or implied disclaimers.

Properties and Guests

- **We are not responsible for the Properties, their condition, quality, suitability and safety for Guests, the legality of renting them out to Guests, the maintenance of Properties or the provision or replacement of supplies in Properties – the Host is. We are also not responsible for thefts, break-ins or vandalism at or to the Properties, or any other conduct or misconduct taking place in the Properties. This is the case even if our GSE's assisted in booking the reservation.**
- **We are not responsible for the Host's policies regarding Guests' use of the Property, and the legality of the policies that the Host establishes – the Host is.**
- **We are not responsible for the Host's insurance coverage such as for damage to Properties and Guest injuries.**
- **We are not responsible for the Host's cancellation and refund policy for Guests or prospective Guests – the Host is.**
- **We are also not responsible for the actions of the Host's Guests or prospective Guests, be it with respect to the conduct they engage in the Properties, their failure to pay or settle amounts due, the reviews they (or anyone else) post, or any other aspect of their dealing with the Host.**
- **We are not responsible for any injuries that Guests or other third parties sustain on the Properties.**
- **We are not a party to any engagements, transactions or dealings between the Host and its Guests.**

TGH's role

- **We are not a real estate agent or broker, a travel agent, property manager**
- **We do not guarantee that the Host will rent out Properties at all time or at all, we do not guarantee any expected business outcomes or earnings from using the TGH Platform.**
- **TGH does its best to have backups and provide uptime 24/7. The availability, quality and functionality of the TGH Platform and Add-on Services depend on various factors,**

including software, hardware, communication networks, which are provided by third parties. These factors are not fault-free. We do not guarantee that the TGH Platform or add-on Services will operate without disruption, errors or interruptions, or that they will be accessible, or available at all times or immune from errors or glitches. We will not be held liable to the Host for such eventualities.

- We are not responsible for the conduct and actions that the Admin User or Users engage in on the Account, the Host is responsible for these actions including changes, deletion and adding costly features.
- We are not responsible for any loss of revenue regarding Properties.

Information, content and data

- You hereby instruct TGH to process any and all Guests and others personal data elements that you choose to make available to or through the Services or that you otherwise share with TGH in order to provide you with and improve the Services (hereinafter "Personal Data"). When TGH follows these instructions, it is operating as the Data Processor. You are the Data Controller who determines which Personal Data elements are relevant, and based on that analysis you decide in your sole discretion which Personal Data elements to make available to or through the Service or otherwise share with TGH. In these situations, TGH processes the Personal Data on your behalf.
- You also provide permission to TGH to use Sub Processors of personal data to provide you with and improve the Services.
- We are not responsible for the completeness, accuracy, legality or reliability of the data that originates or is imported from Third Party Channels (including Property listings, reservations, rankings, past guests, communications with guests, etc.).
- We are not responsible for any inaccurate, incorrect, or misleading information that the Host, the Admin Users or Users provide to Guests or prospective Guests. We are also not responsible for any such information that the TGH Platform or GSE's provide to Guests or prospective Guests on the basis of information or data that originates from the Host, Admin Users or Users, Third Party Channels or Third Party Service Providers.
- We are not responsible for any content that the Host provides, publishes, transmits, displays or otherwise communicates through the TGH Platform and for the consequences associated with doing so – the Host is.

- Although we use advanced methods to store, backup and maintain the Host's Account data we do so as a merely courtesy to the Host and the Host remains exclusively responsible for maintaining his or her backups.

Third parties' services

- We are not responsible for Third Party Service Providers. We do not screen, endorse or recommend Third Party Service Providers and cannot confirm their professional qualifications, skills, licenses or permits needed for their line of work, or that they are properly covered by insurance.
- We are not responsible for any problems in the Host's account on a Third Party Channel, including response rate or the account being locked out. Payments to Third Party Channels are at the Host's cost and responsibility (except in case of Channel Managers, as explained in the next section).
- Our payment process service is provided by the Host on an "as-is" and "as-available" basis. We are not responsible for any error or malfunction in such payment process service. You are exclusively responsible for all tax filings and withholdings in connection with the collection of fees made through such payment process service. We may deduct or withhold any amounts collected through the payment process services; to the extent we determine it to be necessary.
- Any and all communications, transactions payments and engagements with Third Party Service Providers, are exclusively between the Host and the relevant Third Party Service Provider, not us. We are not liable for the foregoing matters and the consequences resulting from them.
- Regulation and taxes
- We are not responsible for the Host's compliance, or non-compliance, with any and all requirements under any law or regulation regarding Host's use of the TGH Platform, the Properties, renting the Properties out, or accommodating Guests – the Host is.

Residential Property Care Services

- TGH requires, and you hereby warrant and represent, that any Personal Data you submit to TGH to or through the Services, or during or in connection with your use of the Services, has not been collected, stored, and transferred to TGH in violation of any law, regulation, or contractual obligation applicable to you. You shall have sole

responsibility for the accuracy, quality, and legality of the data and the means by which you acquired the Personal Data.

- You shall have sole responsibility for compliance with various data protections regulations. You should satisfy the data subjects rights such as modification, transfer, deletion, consent for marketing activities etc. regarding the personal data by using the tools TGH platform provides. TGH should not be liable for any failure of the clients to comply.
- Clients shall conduct their marketing activities with compliance with all laws and regulations on TGH platform and outside. TGH provides the tools to collect online consent from relevant data subjects for marketing activities. TGH should not be liable for any failure of the clients to comply.
- You shall have sole responsibility for compliance with all relevant regulations governing the use and protection of any personal data stored by you outside the Platform. TGH should not be liable for any failure of the clients to comply.
- Our fees do not include VAT or sales tax, or any other tax which may be applicable. If these taxes apply, Host will be charged accordingly and Host consents to those charges.
- The Host is solely responsible for completing and filing all tax forms, declarations and submissions to the tax authorities as required by the tax laws applicable to the Host and for paying all applicable taxes in connection with the Host's Properties and the income the Host generates from them.
- Registration and creation of a TGH Account

Applying to register

In order to use the TGH Platform, the Host must apply for registration. The Customer must provide true, accurate, current and complete information in the course of the Host's application to register to the TGH Platform, and the Host is fully accountable for any outcome that may result from the Host's failure to do so.

As we process the Host's application, and thereafter, following the Host's admission to the TGH Platform (if admitted), we may request additional information, documentation and materials from the Host, as we, in our discretion, deem necessary.

Once we complete processing, evaluating and considering the Host's application, we will determine, in our sole discretion, whether to accept or decline the Host's application to register to the TGH Platform. We are not obligated to admit the Host to the TGH Platform. The Host will have no plea, claim or demand against TGH in connection with any decision we may or may not

make regarding the Host's application or admission. Our decision is final and non-contestable. If we decline the Customer's application to register to the TGH Platform, these Terms will immediately terminate. [

If we believe that the registration information that the Customer provided is false or not correct, current or complete, or if we believe that the Customer has violated these Terms, we reserve the right to suspend or terminate the Customer's application to register to the TGH Platform. However, we have no obligation to verify the accuracy, correctness, or completeness of any information that the Customer or others have provided nor are we liable for losses or any damage resulting therefrom. The customer may not hold payments that TGH is entitled to due to such action by TGH.

Once registered

If we admit the Customer to the TGH Platform, the Customer must, as a first step, create an Admin. The Admin can then create and assign multiple Admin Users to his or her team members so that they can manage the Properties using TGH Platform's Property management tools. Each Admin User can have multiple and different types of Account permissions that the Admin is responsible for assigning. Note however, that we are not liable for errors or mistakes made with respect to such permissions.

The Customer must ensure that whomever the Customer designates to use the TGH Platform as an Admin User or AUser, fully complies with these Terms. The Customer is liable for all acts or omissions of the Admin Users and all Users in connection with the TGH Platform.

Admin and Admin Users access the TGH Platform using their Account username and password. The Customer must make sure that the Admin and Admin Users change their passwords periodically. The Admin and Admin Users must maintain the confidentiality of their account login details.

Integration with Third Party Channels

If the Customer wishes to connect his or her Account to a Third Party Channel (each such interconnection is named "Integration"), then the TGH Platform may need to change the email or other user credential for the Customer to use with each respective Third Party Channel. The TGH Platform will then maintain the Integration with the Customer's account on the Third Party Channel. To do this, the Customer may need to change the email address or other user credential that he or she has listed on the Third Party Channel. Also, in order for the TGH Platform to operate properly, the Customer must keep his or her account on the Third Party Channel connected to the Customer's Account on the TGH Platform.

The Customer will have no plea, claim or demand against TGH for any loss of data, reservations or revenue due to Customer's failure to keep his or her account on the Third Party Channel connected to the Customer's Account on the TGH Platform. The Customer is exclusively responsible for all consequences of such failure.

Once connected to an Integration, the TGH Platform automatically imports the Properties and Guest related data in the Customer's accounts on the respective Third Party Channel, such as listings, reservations, past Guests, etc. TGH allows you to manage future reservations (reservations that were already booked where the check in is in the future) on the TGH Platform right away. These reservations will be charged regularly.

In some cases, the TGH Platform performs the Integration using "Channel Managers", which are subject to their own terms of use that the Customer is responsible to comply with. In those cases, we merely push the data through the relevant Channel Manager and pay the fees applicable to that Channel Manager.

Fees

Use of the TGH Platform and the Add-On Services is subject to the fees at the rates, packages, schemes, amounts, overage charges and payment cycles separately provided to the Customer.

Fees that are contingent on Property booking fees are determined according to the Property booking fees reported to TGH by the Third Party Channel or by the Customer. The Customer is obligated to report accurate, correct and true information.

We may, from time to time, change the applicable fees, rates, packages, schemes, amounts, overage charges and payment cycles. If we do so, we will put the Customer on notice of such changes, but we will not radically change these matters in a way that adversely affects the Customer, without obtaining his or her consent.

Fees are chargeable in AED, but we reserve the right to offer that fees be charged in other currencies. If we do so and the Customer opts to be charged in another currency, the Customer may be subject to additional exchange fees or commissions collected by the Customer's payment method provider.

Exchange rates are determined by a reputable third party provider and converted with the exchange rate applicable at the time the given reservation is made and is rounded up. The Customer will have no plea, claim or demand with respect to the exchange rate used or currency conversion performed.

Sales tax and other taxes may apply to the fees, in which case they will be added to the amount due and charged. We will issue and provide the Customer online receipts for the applicable fees we charge.

The Customer must pay the applicable fees using one of the payment methods we support, such as credit card. By providing the Customer's payment information, the Customer gives his or her consent to being billed for the applicable fees, in addition to any applicable surcharges or commissions that may apply under the Customer's agreement with his or her payment method provider. The Customer must keep the billing information that he or she provided to TGH current, complete, and accurate, and notify TGH promptly in case of any change in the billing information. Payments are collected by our payment and billing service providers, not TGH. We are therefore not responsible for their mishandling of the Customer's payment information or any related security breaches.

Except if and as expressly agreed otherwise, the Customer is not entitled to any refunds or reimbursements in connection with the TGH Platform, the Add-On Services or the applicable fees. In any event, the Customer is not entitled to a refund for partial use of the TGH Platform, any unused portion of the TGH Platform, unused features of the TGH Platform, or for any time period during which the Customer did not actually use or take advantage of the TGH Platform.

Customer may not set off or deduct amounts from fees due to TGH.

Fees that we are unable to charge through the payment method the Customer provided, as well as payable fees for which the Customer has not provided a payment method, are deemed overdue. Failure to settle any overdue fee within seven (7) calendar days of its original due date constitutes a breach of these Terms, entitling TGH to suspend the Customer's Account. Failure to settle any overdue fees within fourteen (14) calendar days of its original due date constitutes a material breach of these Terms.

Without derogating from any other rights and remedies available to TGH under applicable law, overdue fees may accrue interest at the rate of three-quarters of one percent (0.75%) per month or part thereof, cumulative monthly on the linked capital from the due date until the date of actual payment. The Customer will reimburse TGH for all legal costs, charge backs, chargeback fees, credit card commissions, and attorney fees we incur in the course of collecting overdue or disputed fees. Customer shall not file a credit card charge dispute on amounts charged by TGH, and shall instead raise all such disputes directly with TGH.

Fees for cancelled reservations

The following fees apply in the event that is cancelled:

- If the host cancels the booking 2 days before value date, no charges are applicable
- If the hosts cancels the booking less than 2 days before value date, 50% of the booking price will be charged.
- Add-On Services

Generally, the Customer acknowledges and agrees that all Add-On Services are not immune from errors, mistakes and incorrect responses. The Customer is responsible to report to TGH any and all errors, mistakes and incorrect responses he or she becomes aware of. Guest Communication Service (GCS)

The Customer may opt to use our GCS. Our GSE's will respond to reservation inquiries and requests originating from any connected Third Party Channels in the order which our priority system automatically determines. Our GSE's will handle tickets as follows:

- We first try to respond to inquiries according to the information and guidelines that the Customer has provided us.
- If we are unable to determine an appropriate response or solution based on that information or guidelines, we will make good faith efforts to research the answer using information publicly available online.
- If we are still not able to determine an appropriate response, we will attempt to contact the Customer's designated contact person. We will contact the designated contact person according to the priority of contact channels that the Customer has indicated. An inquiry may be submitted to TGH at any time during the day or night, and the contact person must therefore be ready, willing and able to respond promptly at any time we contact him or her for an inquiry. The Customer acknowledges and agrees that if we are not able to get a hold of the designated contact person, or if he or she is unable to address the inquiry, we may not be able to respond to the inquiry properly and in a timely manner.

White Labeled Guest Communication Service. We may also offer white labeled GCS, which we will provide subject to the restrictions and limitations specified by law. This may therefore limit the scope or types of response we are able to provide to inquiries.

Post Booking. We may also offer a Post Booking service which aims to ensure that each guest is notified how to check in and check-out, and that cleaning service is ordered for the Property after each Guest checks out. It is the Customer's responsibility to ensure that he or she gives TGH all information needed regarding check-ins, check-outs and cleaning service orders.

- **Technical support**

We will provide the Customer technical support for questions, problems and inquiries regarding the TGH Platform and GCS, during our regular business days and hours, and pursuant to the support scheme, hours and channels separately conveyed to the Customer.

We will make genuine efforts to respond to the Customer's technical questions, problems and inquiries quickly. However, we –

- May decline to provide such support for matters that we deem, at our sole discretion, to require unreasonable time, effort, costs or expenses;
- Make no warranties to any specific response-time or to the successful or satisfactory resolution of the question, problem or inquiry.

Note that we may also refer the Customer to the TGH Platform's self-help pages which provide explanatory sections about various aspects of the TGH Platform.

- **Other features**

Website creation services:

If the Customer retains our website services, he or she acknowledges and agrees that we will not be considered the "publisher" of any content he or she provides to be posted on such website and will not be liable for any consequences arising from such content. We are also not responsible for the maintenance, uptime and availability of such website.

- **Changes; Temporary Suspension**

We will make genuine efforts to notify the Customer ahead of time on any changes or temporary suspension, but cannot guarantee that we will do so. We may, at any time and without prior notice, change the layout, design, scope, features or availability of the TGH Platform and Add-On Services. Such changes, by their nature, may cause inconvenience or even malfunctions.

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT WE DO NOT ASSUME ANY RESPONSIBILITY WITH RESPECT TO, OR IN CONNECTION WITH THE INTRODUCTION OF SUCH CHANGES OR FROM ANY MALFUNCTIONS OR FAILURES THAT MAY RESULT THEREFROM.

We may suspend the operation of the TGH Platform or any Add-On Service, in whole, or in part, for all users, or for certain users, for periodic maintenance or similar purposes.

- **Acceptable use**

We may, from time to time, issue and notify the Customer of guidelines, rules and instructions addressing, among other things, technical, business, marketing and operational matters

concerning the TGH Platform and its use. The Customer shall follow these guidelines and instructions.

When using the TGH Platform, the Customer must refrain from –

- Breaching these Terms or any other applicable rules and instructions that we may convey with respect to the use of the TGH Platform;
 - Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law or regulations, including laws governing privacy, defamation, spam and intellectual property;
 - Interfering with, burdening or disrupting the functionality of the TGH Platform;
 - Breaching the security of the TGH Platform or identifying any security vulnerabilities in it;
 - Circumventing or manipulating the operation or functionality of the TGH Platform, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the TGH Platform;
 - Using or launching any automated system, including robots, crawlers and similar applications to collect and compile content from the TGH Platform;
 - Displaying the TGH Platform or any part thereof in an exposed or concealed frame, or linking to elements or portions of the TGH Platform, independently from the manner on which they originally appear or are made available through the TGH Platform;
 - Impersonating any person or entity, or making any false statement pertaining to the Customer's identity, medical condition, agency or affiliation with any person or entity;
 - Collecting, harvesting, obtaining or processing personal information of or about other users of the TGH Platform; and/or
 - Using the TGH Platform for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies TGH's endorsement, partnership or otherwise misleads others as to the Customer's affiliation with TGH.
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- May infringe or violate the rights of others, including a person's right to privacy, or otherwise cause harm to anyone;
 - May depict or identify minors, their personal details, their address or ways to contact them;
 - May include software viruses, spyware or any other malicious applications;
 - May, through posting, publication, dissemination, or making available to the public, be prohibited by any applicable law, including court orders;

- May be threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene or racially, ethnically or otherwise objectionable; and/or
- May include unsolicited commercial communications ('spam'), chain letters, or pyramid schemes.

If the Customer finds any content on the TGH Platform that violates these Terms, please contact TGH at: info@thegreathosts.com. We will review every request and take action as necessary.

The Customer may not access or use the TGH Platform in order to develop or create a similar or competitive service.

WE MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE TGH PLATFORM. WE MAY SUSPEND THE CUSTOMER'S ACCOUNT, OR BLOCK THE CUSTOMER'S ACCESS TO, AND USE OF, THE TGH PLATFORM, WITHOUT PRIOR NOTICE, IF WE, IN OUR SOLE DISCRETION, BELIEVE THAT THE CUSTOMER HAVE MISUSED THE TGH PLATFORM.

- **Privacy**

We respect the Customer's privacy. Our Privacy Policy (the "Policy"), which is incorporated to these Terms by reference, explains the privacy practices on the TGH Platform.

We may revise our Privacy Policy, in whole, or in part, at any time. by continuing to use TGH Platform and TGH services you agree that you have read our updated Privacy Policy and that your use is subject to it.

- **Copyright policy**

Requests to remove content due to alleged copyright infringement, must be made in accordance with our copyright policy. After receiving a request to remove or re-post content on the TGH Platform, we will review the request and take action as necessary.

- **Intellectual property**

The TGH Platform is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The TGH Platform is made available for use and access, not sold or licensed.

All rights, title and interest in and to the TGH Platform, including without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights and any goodwill associated therewith (but excluding any content the Customer

submits to the TGH Platform and any content imported from third party sources), are the exclusive property of the Company and its licensors. This includes the Website's design, graphics, computer code, domain name and "look and feel".

The Customer may not, either by itself or by a third party on the Customer's behalf, copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the TGH Platform or any part thereof, in any way or by any means.

The Customer may not use TGH's name, mark(s), logo(s) or domain name, or any other name, mark(s), logo(s) or domain name that is similar thereto. The Customer must refrain from any action or omission that may dilute, or damage our goodwill.

- **Amendments to the Terms**

We may revise these Terms, in whole, or in part, at any time. by continuing to use TGH Platform and TGH services you agree that you have read our updated Terms of Service and that your use is subject to it.

In case of legal requirement or necessity, we may also introduce immediate changes to these Terms. The latest version of the Terms and its effective date will always be accessible on the Service.

Be advised, however, that issuance of guidelines, rules and instructions regarding the TGH Platform (as set out in the section titled "Acceptable use" above), as well as changes to the applicable fees (as set out in the section titled "Fees" above), are not subject to the rules on revisions to the Terms which are described in this section. Changes on these matters will be made with notice to you, and your continued use of the TGH Platform following such changes constitutes your acceptance of those changes.

- **DISCLAIMER OF WARRANTY**

THE TGH PLATFORM AND ADD-ON SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. WE AND OUR AFFILIATES, AND OUR AND OUR AFFILIATES' EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "PERSONNEL") DISCLAIM ALL REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TGH PLATFORM AND ADD-ON SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR

PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE TGH PLATFORM AND ADD-ON SERVICES, WHETHER OR NOT MADE BY ANY OF OUR PERSONNEL, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY BY US, OUR AFFILIATES, OR THE PERSONNEL FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF OURS, OUR AFFILIATES, OR THE PERSONNEL WHATSOEVER.

THE DISCLAIMERS SET OUT UNDER THE SECTION TITLED "IMPORTANT DISCLAIMERS" ABOVE ARE INCORPORATED BY REFERENCE INTO THIS SECTION AS WELL.

- **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, AND THE PERSONNEL, SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, AND ANY INTANGIBLE OR ECONOMIC LOSS, WHETHER BASED ON TORT, NEGLIGENCE, OR ANY OTHER THEORY OF LIABILITY, WHERE SUCH ARISES FROM OR IN CONNECTION WITH: (A) THE TGH PLATFORM AND ADD-ON SERVICES, (B) THE USE OF OR THE INABILITY TO USE THE TGH PLATFORM AND ADD-ON SERVICES, (C) THE CUSTOMER'S ACCOUNT, (D) THIRD PARTY CHANNELS OR THIRD PARTY SERVICE PROVIDERS, (E) GUESTS' CONDUCT OR MISCONDUCT, (F) USERS' USE OF THE TGH PLATFORM AND ADD-ON SERVICES, (G) THE CUSTOMER'S RELIANCE UPON OR THE EXPECTED OUTCOME OR BENEFITS FROM THE TGH PLATFORM AND ADD-ON SERVICES, (H) ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE TGH PLATFORM AND ADD-ON SERVICES, (I) ANY FAULT, OR ERROR MADE BY OUR PERSONNEL, (J) DENIAL OR CANCELLATION OF THE CUSTOMER'S ACCOUNT, OR (K) FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF DATA ON THE TGH PLATFORM AND ADD-ON SERVICES.

IN ADDITION, WE AND OUR PERSONNEL SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY DAMAGE ARISING FROM EVENTUALITIES DISCLAIMED UNDER THE SECTION TITLED "IMPORTANT DISCLAIMERS" ABOVE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL, MAXIMUM AND AGGREGATE LIABILITY TO THE CUSTOMER FOR ANY LIABILITY UNDER THESE TERMS SHALL BE LIMITED TO THE AMOUNTS THE CUSTOMER PAID TGH (IF ANY) IN THE THREE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE LIABILITY. THIS AMOUNT

LIMITATION SHALL NOT APPLY IN THE EVENT THAT THE LIABILITY WAS CAUSED BY OUR WILLFUL MISCONDUCT.

- **Indemnification**

To the maximum extent permitted by law, the Customer will indemnify, defend and hold harmless, TGH, its affiliates, their users and partners, and the Personnel at the Customer's own expense and immediately after receiving a written notice thereof, from and against any damages, losses, costs and expenses, including attorney's fees and legal expenses, resulting from any plea, claim, allegation or demand, arising from, or in connection with the Customer's use of the TGH Platform or Add-On Services, the Customer's breach of the Terms, the Customer's violation or infringement of any other person's rights, the Customer's communications through the TGH Platform or Add-on Services, or the eventualities disclaimed in the section titled "Important disclaimers" above.

- **Governing law and dispute resolution**

Regardless of the Customer's place of residence or where the Customer access or use the TGH Platform or Add-on Services from, these Terms and the Customer's use of the TGH Platform or add-on Services will be governed by and construed solely in accordance with the laws of the UAE, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than the UAE.

Any and all disputes, claims or controversies between the Customer or the Customer's Users and the Company regarding these Terms or the use of the TGH Platform or Add-On Services, which are not amicably resolved, shall be settled through binding arbitration (rather than in court) by telephone, online or based solely upon written submissions without in-person appearance.

- **General**

Whenever used in these Terms, the term "Including" or "Such as", whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

These Terms constitute the entire agreement between the Customer and TGH concerning the subject matter herein, and supersedes all prior and contemporaneous negotiations and oral representations, agreements and statements.

These Terms may only be modified by written amendment duly executed by us. No waiver, concession, extension, representation, alteration, addition or derogation from These

Terms by us, or pursuant to these Terms, will be effective unless consented to explicitly and executed in writing by our authorized representative.

Failure on our part to demand performance of any provision in these Terms shall not constitute a waiver of any of our rights under these Terms.

The Customer may not assign, delegate or transfer the Customer's rights and obligations under these Terms without our prior written consent. Any attempted or actual assignment by the Customer, without our prior consent, shall be null and void. We may assign and delegate these Terms in their entirety, including all right, duties, liabilities and obligations therein, upon notice to the Customer, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of its equity or assets relating to these Terms. By virtue of such assignment and delegation, the assignee assumes our stead, including all right, duties, liabilities and obligations and we are irrevocably released from the same.

If any provision of these Terms is held to be illegal, invalid, or unenforceable by a competent court or arbitration tribunal, then the provision shall be performed and enforced to the maximum extent permissible by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of these Terms shall continue to remain in full force and effect.

- **Contact us**

The Customer may contact TGH with any questions or comments, at: info@thegreathosts.com

