

WEBSITE TERMS OF USE

- www.guestcentric.com
- www.guestcentric.net

1. INTRODUCTION

This document sets forth the terms and conditions governing the use of the Guestcentric website located at www.guestcentric.com and www.guestcentric.net and all associated sites linked to www.guestcentric.com and www.guestcentric.net, by Guestcentric, its subsidiaries and affiliates, including Guestcentric web sites around the world (collectively, the "Site"). Please read through these Terms, our Cookies Policy, our Privacy Policy (together the "Data Protection Policies") and Our Terms & Conditions (GuestCentric Master Subscription Agreement) prior to using this website. By using this website, you are consenting to be bound by these Terms, by our Terms & Conditions and by our Policies. If you do not agree to all of the Terms, our Terms & Conditions and/or our Policies, do not use this website. These Terms, our Terms & Conditions and our Policies may be amended and new documents may be added. It is your responsibility to regularly read through them, as the Terms, our Terms & Conditions and our Policies will be in force as from their publication at the Site and the documents publicized at the time that you use this website shall be the applicable ones.

2. OUR DETAILS

This website is executed under the name "Guestcentric", by Guestcentric, S.A. ("GUESTCENTRIC" or the "Company" or "We") and its licensors.

Legal name: **Guestcentric S.A.**

Address of the corporate headquarters of Guestcentric: Av. José Gomes Ferreira, nr. 9, Miraflores, Lisbon, 1495-139 Algés, Lisbon – PORTUGAL

VAT Nr.: PT507844106

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us with shall be processed pursuant to the Privacy Policy. By using this website you are consenting to the processing of such information and details and you represent that the whole information or details you have provided us with are true and accurate.

4. USE OF OUR WEBSITE

GUESTCENTRIC hereby grants you a nontransferable, nonexclusive license to access, download and use the Site solely for your personal use.

The Site and Our Products and Services are all directed at people who are at least 18 years old or older and We do not knowingly collect personal data relating to children.

By using this website and/or by placing any order through it, you undertake: (i) To use the website exclusively to make legitimate enquiries or orders. (ii) Not to act in a speculative, false or fraudulent manner. (iii) To provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Privacy Policies). If you do not give us all of the information that we need, we may not be able to complete your requests.

5. ACCOUNTS, PASSWORDS AND SECURITY

Certain features or services offered on or through the Site may require you to open an account (including setting up a GUESTCENTRIC ID and password).

We may ask for your name, email address, phone number, street address, type of business, customer preference information, customer number, VAT number, preferred language and currency and masked credit card or bank account details, as well as other similar personal information that is needed for registration or subscription to Our services or offers.

Accordingly, We use the personal data you have provided to the Site for the following purposes, durations and legal grounds:

Purpose	Legal ground/basis	Retention durations
To ensure appropriate follow-up of your subscription to our Services, Demos, Webinars or offers and order fulfillment	Need to perform contract with you	Duration of the contract plus a maximum of twenty (20) years and beyond to allow GUESTCENTRIC to fulfill its legal obligations
To provide online customer assistance tools and follow-up in connection with such technical assistance	The legitimate interest of GUESTCENTRIC to offer you online assistance tools to facilitate the management and monitoring of your contract(s) and to develop and improve our Services	Duration of the contract plus a maximum of twenty (20) years and beyond to allow GUESTCENTRIC to fulfill its legal obligations
To process your application if you have responded online to a job offer at GUESTCENTRIC	GUESTCENTRIC legitimate interest in assessing your suitability for the proposed job	2 years from our last exchanges relating to your application and beyond to allow GUESTCENTRIC to fulfill its legal obligations
To process your queries related to the protection of your personal data	GUESTCENTRIC need to comply to a legal obligation	Processing time of your request plus a maximum of five (5) years and beyond to allow GUESTCENTRIC to fulfill its legal obligations
Send communication, including the GUESTCENTRIC newsletters to which you subscribe	The legitimate interest of GUESTCENTRIC to keep you up-to-date on the GUESTCENTRIC's news	Duration of your subscription to GUESTCENTRIC communication (such as newsletters)

We also process the personal data You provide in the course of Your dealings and communications with Us, such as Your email exchanges, Your discussions using tools and platforms provided by GUESTCENTRIC, or in connection with the virtual workspaces and collaborative tools used by GUESTCENTRIC.

Where You provide Us with personal data pertaining to a different data subject from Yourself, you are responsible for such acts as well as for obtaining the respective consent of such data subjects for the provisioning of their data.

These treatments are based on the legitimate interest of GUESTCENTRIC to ensure the relationship with you by dealing with your requests, questions etc. and to improve the quality of the Services provided, and aim to make these tools available, to ensure and control their appropriate use as well as the security of the computer system and the confidentiality of the information.

Some of the personal data stored on our servers is provided by you voluntarily when you complete forms online, while other data are collected automatically.

In order to improve user browsing experience on our Site and for statistical analysis purposes, GUESTCENTRIC automatically collects certain data when you visit the Site. We recommend that you also read our page about Cookies.

You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs

under your account as a result of your failing to keep this information secure and confidential. You agree to notify GUESTCENTRIC immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by GUESTCENTRIC or any other user of or visitor to the Site due to someone else using your GUESTCENTRIC ID, password or account as a result of your failing to keep your account information secure and confidential. GUESTCENTRIC will not be able to recover You Login and Passwords. If you lose your access data, a reset mechanism can be sent to You.

You may not use anyone else's GUESTCENTRIC ID, password or account at any time without the express permission and consent of the holder of that GUESTCENTRIC ID, password or account. GUESTCENTRIC cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

6. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks, tradenames, logos and all other intellectual property rights in all material or content supplied as part of this website shall remain at all times vested in us or our licensors. We may, at our sole discretion, add, delete or change some or all the features provided on the Site at any time or terminate this license. You are permitted to use this material only as expressly authorised by us or our licensors. Except as expressly provided herein, no part of the Site and no Content may be copied, reproduced, publicly displayed, transmitted or distributed in any, without GUESTCENTRIC's express prior written consent. This does not prevent you using this website to the extent necessary to make a copy of any order or Contract details.

7. VIRUSES, HACKING AND OTHER CYBERCRIMES

You may not use any automatic device, program, algorithm or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content. GUESTCENTRIC reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any GUESTCENTRIC server, by any illegitimate means. You may not test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not seek to trace any information on any other user of or visitor to the Site, including any GUESTCENTRIC account not owned by you. You agree that you will not largely load the Site or GUESTCENTRIC's systems or networks, or any systems or networks connected to the Site or to GUESTCENTRIC.

You agree not attempt to interfere with the proper working of the Site, or with any use of the Site.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by the Site Users Policy, or to solicit the performance of any illegal activity or other activity which infringes the rights of GUESTCENTRIC or others.

You may not misuse or attempt to misuse this website/App by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to this website/App, to the server which hosts this site/App or to any other server, computer or data base related to our website. You undertake not to attack this website via a denial of service attack or a distributed denial of service attack. By breaching this provision you may commit a criminal offence under the applicable regulations. We will report any such breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website/App will cease immediately. We will use reasonable care and skill to ensure that this website and App are safe, secure and free from bugs, viruses and other defects. Except to the extent it results from our failure to do so, we accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or

material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website/App or from the downloading of the contents thereof or of such contents to which this website/App redirects.

You agree to indemnify and hold GUESTCENTRIC, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against GUESTCENTRIC by any third party due to or arising out of or in connection with your use of the Site

8. LINKS FROM OUR WEBSITE

We may have links from our website to other third party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links or from the contents of third parties websites.

Links do not imply that GUESTCENTRIC sponsors, licenses, endorses or is otherwise connected to the site, the products or services described therein, or its owner, or that GUESTCENTRIC has authorized the linked site to use any trademark, trade name, logo or other trademarked or copyrighted material belonging to GUESTCENTRIC.

9. WRITTEN COMMUNICATIONS AND NOTICES

Whenever the applicable laws require that some of the information or communications we send to you should be in writing, when using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

Any feedback you provide at this site shall be deemed to be non-confidential. GUESTCENTRIC shall be free to use such information on an unrestricted basis.

10. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control. An event outside our control includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: i. Strikes, lock-outs or other industrial action. ii Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. iii. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. iv. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. v. Impossibility of the use of public or private communications networks. vi. The acts, decrees, legislation, regulations or restrictions of any government. vii. Any shipping, postal or other relevant transport strike, failure or accidents. Our performance is deemed to be suspended for the period that any event outside our control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the event outside our control to a close or to find a solution by which our obligations may be performed despite the event outside our control.

11. LIMITATION OF LIABILITY

Except where prohibited by law, in no event will GUESTCENTRIC be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if GUESTCENTRIC has been advised of the possibility of such damages. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

12. **Governing Law; Dispute Resolution**

The terms and conditions pertaining to the use of the Site are governed by Portuguese law. The courts of Lisbon, Portugal shall have exclusive jurisdiction to settle any dispute arising from the use of the Site. This clause does not affect any other rights of consumers established by legislation in force.

13. ONLINE PRIVACY

By using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

14. DISCLAIMERS

GUESTCENTRIC DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. GUESTCENTRIC CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. GUESTCENTRIC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GUESTCENTRIC DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY GUESTCENTRIC SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST GUESTCENTRIC FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT.

GUESTCENTRIC reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

WEBSALES TERMS AND CONDITIONS

Purchases

We do not sell our Products and Services over the Site. If you'd like to acquire our Products and Services, please contact us or any of our Distributors.

Our Terms and Conditions of Supply are available on our Site, for Your reference and will be an integral part of Our Agreements with You.

GUESTCENTRIC's obligations, if any, with regard to its Products and Services are governed solely by the Agreements in force with You pursuant to which they are provided, and nothing on this Site should be construed to alter such Agreements.

GUESTCENTRIC may make changes to any Products or Services offered on the Site, or to the applicable prices for any such Products or Services, at any time, without notice. The materials

on the Site with respect to Products and Services may be out of date, and GUESTCENTRIC makes no commitment to update the materials on the Site with respect to such Products and Services.