

Terms and Conditions

**CooCooShop S.A.S.**  
**78 Boulevard Carnot,**  
**06300 Nice,**  
**France**

These General Terms of Delivery (the "Terms") form an integral part of the ACCEPTANCE AGREEMENT entered into by CooCooShop.com with GUEST and / or HOST (the "Agreement"). GUEST, HOST, or CooCooShop.com, each separately referred to as a "Party" and in the possible compositions collectively the "Parties". These terms and conditions also apply to regular visitors - users and / or HOSTs of the Platform.

1. DEFINITIONS

**The CooCooShop.com Platform / The Platform Platforms** means the website (s), apps, tools, platform (s) and / or other devices of CooCooShop.com and its affiliates and business partners on which the product and the Service from CooCooShop.com are available. CooCooShop.com is a trade name of CooCooShop S.A.S., located in 78 Boulevard Carnot, 06300 Nice, France

CooCooShop.com is a platform that connects parties looking for (short-term) (retail) space (GUEST) to parties that make available such space (HOST). When the GUEST and the HOST agree on a certain area of mutual agreement, they directly enter into a cooperation agreement. CooCooShop.com receives for this service a fee of 8% of the value of the products or services of the GUEST sold with a minimum of € 60,-, in (retail) space of HOST (ex VAT) and a fixed fee from HOST (ex VAT).

**Agreement** means the ACCEPTANCE AGREEMENT as entered into by a GUEST and / or HOST with CooCooShop.com

**Service** means the CooCooShop.com online reservation system that allows GUEST and HOST to form their agreements and allows GUEST to make reservations with that HOST and the Easy Payment.

**System** means the (XML) system that the GUEST and HOST may use to utilize the services, functions and administration of the GUEST and / or HOST on the platform (including prices, reservation terms, labeling, etc.).

**GUEST** means a visitor to the Platform and / or a contractor of the HOST.

**HOST** means a visitor to the Platform and / or a GUESTS contractor.

**GUEST and / or HOST Information** means the information provided by or on behalf of GUEST and / or HOST, or listed on the Platform.

**GUEST reservation** means a direct contract (and thus a legal agreement) entered into between the GUEST and the HOST.

**The Platform** is a tool available on the Extranet that shows the reservations and the corresponding Commission of all GUESTS.

**Net Amount** means the relevant Amount collected after deduction and settlement (if applicable) of the due and outstanding Commissions, Fees, Expenses and such other amounts owed to CooCooShop.com.

**Commission and Administration fee** means the various fees payable to CooCooShop.com.

**Customer Service** means the customer service that CooCooShop.com provides to customers.

**Automatic Debt Collection** is in accordance with the GUEST'S and / or HOST's GUEST'S PURCHASER, so that CooCooShop.com is authorised to collect amounts directly from the GUEST'S and / or HOST's bank account.

**Extranet** means the online system that is accessible to the GUEST and / or HOST (after identification via a GUEST and / or HOSTS name and password) via the website for uploading, modifying, checking, updating and / or improving the GUEST AND / OR HOST Information (including prices, availability and spaces) and reservations.

**Force Majeure event** means any of the following events affecting multiple types of GUEST and / or HOST: force majeure, volcanic eruptions, (nature) disasters, fire, war (actions), hostilities or any local or national emergency, invasions, compliance with any kind of request or any kind of order of any national, provincial, port or other public authority, government decision or intervention, military intervention, civil war or terrorism (biological, chemical or nuclear) explosion, uprising, Riots, civic invasions (or material or material threat or justified fear of any of these prior events), restriction of transport facilities, airport closure or any other exceptional and catastrophic event, circumstance or emergency situation that makes it impossible, illegal or stops the GUEST and / or HOST, to stick to the contract.

**Intellectual Property Rights** means any license, copyright, invention, database right, design right, registered design, trademark, brand, logo, service mark, knowledge, application model, unregistered design or, if applicable, any application for such right, knowledge, trade or company name, domain name (for any extension, eg .com, .nl, .fr, .eu, etc.) or other similar right or obligation either registered or unregistered or any other industrial or intellectual property right in any area or jurisdiction in the world.

**Online Marketing** means the marketing to the large online audience by any means, including mobile applications. Email, text messages and instant messaging that are not targeted to the general public are excluded.

**Offline Channels** means a channel that does not use the Internet, such as bookings made personally between GUEST and / or HOST, by phone, E-mail or other means besides the internet.

**OTA** means any online reservation service that is not managed directly by the GUEST and / or HOST or chain (integrated or not) where the GUEST and / or HOST is a part of.

**Online Published** means making available to the public in any way, including mobile applications.

**Unpublished** means not published online.

**Minimum allocation** means a minimum number of spaces / parts of spaces to be provided by the GUEST and / or HOST for the reservation through the Platform.

**Accommodation** means the space offered by the HOST.

**Easy payment** means a third party enabled by CooCooShop.com, facilitating and processing payment.

**Confidential Information** means Customer Information, Transaction Volume, Marketing and Business Plans, Business, Financial, Technical, Operational and other such Non-Public Information that is designated by a HOST as secret or confidential or of which a Recipient Party may reasonably know that it is secret or confidential.

## 2. OBLIGATIONS OF THE GUEST AND / OR HOST

### 2.1 GUEST AND / OR HOST INFORMATION

2.1.1 The information provided by GUEST and / or HOST for listing on the Platform shall contain information relating to the GUEST and / or HOST (including pictures, photographs and descriptions), facilities and services and for reservation available spaces / sections of spaces, price details (including all applicable taxes, fees and charges) and availability, cancellation and no-show policy and other terms and conditions (the " GUEST AND / OR HOST INFORMATION ") and must conform to the styles and standards provided by CooCooShop.com.

GUEST AND / OR HOST Information should not contain telephone or fax numbers, email addresses (including Skype), or social media websites / apps / platforms (including Twitter and Facebook), with direct referrals to the GUEST and / or HOST or its websites, apps, platforms, tools, and / or other devices, or to websites, apps, platforms, tools, and / or other third-party devices. CooCooShop.com reserves the right to change or exclude information when incorrect or incomplete or in violation of these terms and conditions.

2.1.2 The GUEST and / or HOST declares and agrees that the GUEST and / or HOST Information is at all times true, accurate and not misleading. The GUEST AND / OR HOST is at all times responsible for a correct and current description of the GUEST and / or HOST Information, including additional availability of the spaces / sections of spaces in certain periods or all extraordinary events or situations (i.e. Renovation or Construction of or at the building). The GUEST and / or HOST must keep the GUEST and / or HOST Information up to date (and, therefore, if necessary on a daily basis or, if required, on a more frequent basis) and may - at any time - make adjustments through the Extranet to) the price of the available spaces to be reserved and (ii) the number or type of available spaces.

2.1.3 The information provided by the GUEST and / or HOST for the Platforms remains the exclusive property of the GUEST and / or HOST. Information given by HOST and/or GUEST may be edited or modified by CooCooShop.com and then translated into other languages, with the translations being the exclusive property of CooCooShop.com. The edited and translated content should not be used by the GUEST and / or HOST (in any form) for other distribution or sales channels or purposes. Modifications or updates in the description information appearing on the GUEST and / or the GUEST'S and / or HOST's business are not permitted, unless prior written permission has been granted by CooCooShop.com.

2.1.4 Unless otherwise agreed with CooCooShop.com, any changes, updates, and / or improvements of the GUEST and / or HOST Information (including prices, availability) shall be made directly and online through the Extranet, or in any other way that CooCooShop.com offers free by the GUEST and / or HOST will be implemented. Updates and changes to images, photos and descriptions will be processed as soon as possible by CooCooShop.com.

### 2.2 Commission

2.2.1 For each reservation made on the Platform / Platforms by a GUEST of a space, the GUEST and HOST at CooCooShop.com will also be charged a commission (the "Commission") next to an administration fee, which is calculated in accordance with clause 2.2.2. Payment will be made in accordance with clause 2.3.

2.2.2 The joint commission per reservation is equal to the service fee (to be paid by HOST) of 8% of the turnover realised in retail-space during the stay of GUEST. All amounts are excl. VAT, sales taxes (and any other kind applicable national, or state, municipal, or local taxes, the "Taxes") and other extras, charges and surcharges included in the price at the time of reservation by a GUEST on the Platforms (ii) the Number of booked / used spaces / sections of space by the GUEST, and (iii) the relevant commission rate described in the Agreement (plus VAT / taxes, if applicable). For the sake of clarity, in the case of payment of the service amount by the GUEST to the HOST in accordance with Article 4.4 (Easy Payment), CooCooShop.com will calculate the Commission in the case of no show or cancellation pursuant to Article 4.4.8. In all other cases, Commission will also be calculated in the event of a no-show or a cancelled cancellation (cancellation in violation of the GUEST's and / or HOST's FREE cancellation policy) and will be calculated in accordance with the confirmed booking. The commission will be at least € 60, - excluding VAT at any time.

2.2.3 Unless otherwise agreed in the Agreement, the Price shown on the Platforms shown to the GUEST is exclusive of VAT, sales tax, excise duty and all other such (national, state, provincial, state, municipal or local) taxes, excise duties or charges ( In so far as such other taxes and charges can reasonably be calculated in advance without further information) .

2.2.4 In the event that, adjustment in accordance with- or become applicable to the applicable law and / or rules for the GUEST and / or HOST, the prices must be shown to GUEST excluding VAT -, sales tax and all other national, state, provincial, state, municipal or local taxes or taxes, the GUEST and / or HOST must adjust the prices as soon as possible through the Extranet.

2.2.5 The Extranet shows all details of the reservations made via the Platforms to the GUEST and / or the HOST and the corresponding Commission. Within a week after the end of the month, an online reservation summary ("the Platform") is available on the Extranet that shows the reservations of all GUESTS.

2.2.6 CooCooShop.com is entitled to unilaterally amend its commission and fee system in the interim, with notification GUEST and/or HOST. GUEST and/or HOST agree with the fee that has been made clear to them in advance and undertake to pay this fee.

## 2.3 Payment Commission

2.3.1 The commission payable in any calendar month will be invoiced at the end of the month to GUEST based on the sales realised with HOST.

2.3.2 GUEST and / or HOST is responsible for keeping and reporting relevant taxes (ie as mentioned above in 2.3.1) applicable to the Commission owed to CooCooShop.com in accordance with applicable tax regulations and practices and requests from the tax authorities. The GUEST and / or HOST is responsible for the payment and payment of taxes and interest rates on late payment and fines imposed by the tax office for defaulting of contents and declaring any taxes that apply. If necessary, the GUEST and / or HOST is solely responsible for negotiating and agreeing with the competent tax service on the Commission's tax treatment (payments). The GUEST and / or HOST will provide photocopies (or scans) of proof of tax payment / proof of tax exemption at the first request of CooCooShop.com. The GUEST and / or HOST declares that it is duly registered with all relevant tax authorities (including applicable lawful local tax authorities).

2.3.3 In case of dispute between CooCooShop.com and the GUEST and / or HOST (i.e. about the amount of the commission), any undisputed part of the Commission should be paid in accordance with the terms of the Agreement and these General Terms, regardless of the status or nature of the dispute.

## 2.4 Reservations and complaints

2.4.1 When a reservation is made by a GUEST on the Platform, the GUEST and HOST will receive a confirmation for each reservation made through CooCooShop.com; This confirmation contains the date of arrival, period, price and other specific (s) request (s) made by the GUEST. CooCooShop.com is not responsible for the accuracy and completeness of the information (and data provided by GUEST), and CooCooShop.com is not responsible for the GUEST'S payment obligations regarding their (online) reservation.

2.4.2 By making a reservation through the Platforms, only a direct contract (and thus a legal agreement) is entered into between the GUEST and the HOST (the "GUEST RESERVATION").

2.4.3 The HOST is obliged to accept a GUEST as its contracting party within 10 days of online reservation by the GUEST and to process the online reservation in accordance with the GUEST and / or HOST Information (including the tariff) stated on the Platform in the Reservation time and in the booking confirmation, including any additional information and / or requests made by the GUEST in the absence of any GUEST RESERVATION and the cancellation made by the GUEST.

2.4.4 Apart from the surcharge and additional costs as set forth in the reservation confirmation, the HOST will not charge the GUEST any transaction / administration fee for any payment method (such as credit card charges).

2.4.5 Complaints or claims relating to (The Products or Services Provided, Delivered, or Delivered by) the HOST or Specific Requests by GUEST must be handled by the HOST, without mediation or intervention by CooCooShop.com. CooCooShop.com is not responsible for and declines any legal obligation regarding such GUEST claims. CooCooShop.com may, at any time and in its sole discretion, provide (a) GUEST (support) customer services, (b) act as intermediary between GUEST and HOST, (c) in case of bank transfer or other material defects or complaints regarding the HOST, provide alternatives to GUEST with a comparable standard, or (d) use any other in the communications with or actions against a HOST.

## 2.5 Transfer and cancellation

2.5.1 The HOST will offer the booked spaces / portions of spaces and in the event that the HOST for any reason is unable to fulfill its obligations under this Agreement, the HOST will inform CooCooShop.com in due time via Customer Service (customer.service@CooCooShop.com, where the subject of the e-mail must indicate OVERBOOKED). Unless CooCooShop.com has already provided an alternative HOST (Checked at CooCooShop.com), CooCooShop.com will strive for alternative arrangements either the same or better quality, where the HOST will pay the cost of CooCooShop.com and, if there is no space available upon arrival, the HOST will:

- (a) seek suitable alternatives of the same or better standard and
- (b) Compensate CooCooShop.com and / or GUEST and all costs and expenses reasonably incurred or suffered by CooCooShop.com and / or GUEST (such as cost of alternative location, transportation, telephone charges) as a result of or due to the transfer. Any amount charged by CooCooShop.com in such a case will be paid by the HOST within 14 days of receipt of the invoice.

2.5.2 The HOST and GUEST is not allowed to make an online reservation cancellation.

2.5.3 In case of cancellations made by GUEST within 36 hours from the time of online reservation by GUEST, no commission will be calculated. For cancellations made by GUEST after 36 hours from the date of online GUEST booking, GUEST will be calculated by the CooCooShop.com commission and / or the administration fee in accordance with the terms of the Agreement and / or these terms and conditions.

## 2.6 Extranet (After Extranet is in use)

CooCooShop.com will provide the GUEST and / or HOST with an ID GUEST number and a password that allows the GUEST and / or HOST to access the Extranet. The GUEST and / or HOST will keep and keep the ID GUEST number and password secret and not hand over to persons who do not have access to the Extranet. The GUEST and / or HOST will immediately inform CooCooShop.com of any (suspicious) infringement of the security or improper use.

## 2.7 Force Majeure event

In the event of a Force Majeure event to the GUEST affected by the Force Majeure event, the HOST will not invoice the following (and will refund the following (if applicable): which surcharge, costs, expenses or other amount (Including the (non-refundable) rate or the no show (change of reservation or cancellation payments) for which (i) cancellation or change in the reservation made by the GUEST, or (ii) that part of the reservation where No use has been made due to the Force Majeure event. In the event of reasonable or justified doubts, the HOST may request the GUEST to provide a reasonable form of evidence of the cause of the Force Majeure event and cancellation, no show or change of providing the reservation (and to provide CooCooShop.com with a copy of this proof upon request). For registration at CooCooShop.com of any cancellation, no show or change of the Service due to the Force Majeure event, the GUEST and / or HOST CooCooShop.com should inform this within 2 business days of (a) the scheduled date of entry of the service, or (b) the number of days actually spent. CooCooShop.com will not charge a commission in case of a registered no show or cancellation or about that part of the non-use reservation due to the Force Majeure event.

## 3. LICENSE

3.1 The GUEST and / or HOST grants herewith to CooCooShop.com a non-exclusive (f) (v), royalty-free (worldwide) right and license (or sublicense if applicable) to the GUEST and / or HOST Information:

(A) use, reproduce, distribute, communicate and make available in any form and the agreed Intellectual Property Rights of said information as provided to CooCooShop.com by the GUEST and / or HOST in accordance with this Agreement and which are necessary for CooCooShop.com to exercise and execute its rights and obligations under this Agreement.

(B) use, reproduce, distribute and use (including but not limited to publicly performing, adapting, modifying, communicating, reproducing, copying and disclosing in any form whatsoever).

3.2 CooCooShop.com may publish, grant a sublicense, make available and offer for the GUEST and / or HOST Information (including the relevant Intellectual Property Rights) of the GUEST and / or HOST and special HOSTs made available by the GUEST and / or HOST on the Platforms through or in conjunction with (Grant, make available, publish, and HOST the websites, apps, platforms, tools or other devices of) affiliated companies and / or third parties ("Third Party Platforms").

3.3 In no case is CooCooShop.com responsible to the GUEST and / or HOST for any actions or omissions in the information, whether or not on behalf of Third Party Platforms. The sole remedy for the GUEST and / or HOST regarding such third Party websites is to request CooCooShop.com (which is entitled and not obliged to) (i) disable and terminate such Platforms of Third Parties, Or (ii) terminate this Agreement, all in accordance with the terms of this Agreement with third parties in question.

## 4. RANKING, GUEST EVALUATIONS, MARKETING AND EASY PAYMENT (AGENCY MODEL)

### 4.1 Ranking:

4.1.1 The position on which the GUEST and / or HOST is recorded on the Platforms (the "Ranking") is determined automatically and unilaterally by CooCooShop.com. The Ranking is based on, and is influenced by, various factors.

4.1.2 The GUEST and / or HOST has the ability to influence her own position by continuously making improvements to the other factors. The GUEST and / or HOST will not claim any claim against CooCooShop.com regarding the GUEST'S and / or HOST's Ranking; The Ranking system is automated.

## 4.2 GUEST REVIEWS

4.2.1 GUESTS who have used the Service will be asked by CooCooShop.com to give their opinion about their stay in the HOST's location and give a grade to provide for certain aspects of their stay.

4.2.2 CooCooShop.com reserves the right to place these comments and figures on the Platforms. The GUEST and / or HOST confirm that CooCooShop.com is a distributor (without any obligation to verify) and not publisher of these comments.

4.2.3 CooCooShop.com commits herself to review the GUEST Reviews as thoroughly as possible with respect to obscenities or naming an individual by name. CooCooShop.com reserves the right to refuse, edit or delete unwanted reviews in the event that such reviews contain obscenities or nominate an individual.

4.2.4 CooCooShop.com will not enter into discussion, negotiation or correspondence with the GUEST and / or HOST regarding (the content of, or the effect of, the publication of) the published GUEST reviews.

4.2.5 CooCooShop.com disclaims and will not be liable and responsible for the content and consequences of (the publication of) of any comments or reviews.

4.2.6 The reviews are for exclusive use by CooCooShop.com and may be made available on such platforms that are made available by CooCooShop.com from time to time. CooCooShop.com remains the exclusive owner of all rights, claims and interests in and upon (all intellectual property rights of) GUEST'S reviews. HOST is not entitled to publish, promote, copy, scrap, (hyper / deep) link, integrate, obtain, use, combine, share, or otherwise use (directly or indirectly) without prior written consent of CooCooShop.com.

## 4.3 (Online) marketing and PPC advertising

4.3.1 CooCooShop.com has the right to promote the GUEST and / or HOST by using the GUEST'S and / or HOST'S HOST (s) in online marketing including email marketing and / or pay-per-click (PPC) advertising. CooCooShop.com launches online marketing campaigns at its own expense and on its own judgment.

4.3.2 The GUEST and / or HOST is aware of search engine working methods, such as spatial content and URL classification. In the event that the GUEST and / or HOST becomes aware of Third Party Platform Conduct that is in violation of the Intellectual Property Rights of the GUEST and / or HOST, they will inform CooCooShop.com with details of the (alleged) Notice in writing and CooCooShop.com will endeavor (within commercially reasonable limits) to move the third party concerned to take steps against the infringement in question.

4.3.3 GUEST and / or HOST agrees not to use the brand and logo of CooCooShop.com (including trade name, trademark, service marks or other similar identifiers of the source or source) for the purchase of search terms that use the Intellectual Ownership of CooCooShop.com, for price comparisons, or for other purposes (on the platform or on platforms, reservation systems, or otherwise from third parties), unless agreed in writing by CooCooShop.com.

## 4.4 Facilitates payment

4.4.1 GUEST and / or HOST agrees and acknowledges that CooCooShop.com may use a third party to facilitate and process payment.

4.4.2 GUEST and / or HOST agrees and acknowledges that for each booking, the relevant total amount of the reservation (including all applicable taxes, surcharges, extras and additions made or included during booking insofar as CooCooShop.com announced by the GUEST and / or HOST, unless otherwise stated by CooCooShop.com in writing) will be collected and processed by the Payment Processor.

4.4.3 The above processing by the Payment Processor is in accordance with the applicable payment terms applicable to the GUEST and / or HOST for the relevant reservation and announced on the Platform.

4.4.4 GUEST and / or HOST agrees and acknowledges that - at any time – they are responsible for the collection, payment, deduction and payment to the relevant (tax) authorities (as applicable) of the relevant VAT, taxes, surcharges and extras relating to the amount to be paid and that it will at any time not pose this on CooCooShop.com in this regard.

4.4.5 To transfer the relevant amount - after deduction and settlement (if applicable) of the due and outstanding Commissions, Charges, Expenses and such other amounts due to CooCooShop.com (or the "Net Amount") to the GUEST and / or HOST, the GUEST and / or HOST will provide CooCooShop.com with the relevant bank details on time on which the Net Amount will be paid.

For payment by bank transfer: CooCooShop.com will transfer the Net Amount to the HOST within 14 days after the last day of the month in which the GUEST has used the service. The HOST acknowledges that the first payment is made only after completion of the initial reservation (s). CooCooShop.com may suspend payment at any time without prior notice in the event of (alleged or suspected) fraud or breach of contract. The GUEST and / or HOST accepts and acknowledges that as a result of fluctuating exchange rates and the costs / surcharges calculated by banks, credit card companies and other intermediaries (for the collection, processing and payment of the relevant funds) there may be differences between the Space price (as charged by the GUEST and / or HOST in the system), the amount collected and the amount paid to the GUEST and / or HOST. The GUEST and / or HOST will bear the currency risk and costs and surcharges charged by the Payment Processor, credit card companies and banks for collection, transfer, processing, payment and conversion of the service amount. The payments made by the Payment Processor or any other party for and on behalf of the GUEST and / or HOST will not bear interest. The relevant funds will be available for the GUEST and / or HOST for a period of 6 months after the check-out date.

4.4.6 In the event of (alleged) fraudulent activities by the GUEST and / or HOST, or as CooCooShop.com by law, court order, instructions or orders of (semi) government, arbitral verdict (or similar decision), a summons or cancellation terms is required to make a refund of all or part of the service amount, CooCooShop.com reserves the right to claim a refund of such amount from the HOST (which payment will be made by the HOST no later than 14 days after request From CooCooShop.com).

4.4.7 In so far as the GUEST and / or HOST agrees with a refund of a fully or partially paid service amount (or part thereof), CooCooShop.com will be entitled on behalf of the GUEST and / or HOST to settle the relevant amount paid to the GUEST and / or HOST with other amounts collected by the Payment Processor or - if requested by the GUEST and / or HOST and approved by CooCooShop.com - the relevant amount will be paid within 14 days upon approval of CooCooShop.com and transferred to CooCooShop.com and CooCooShop.com will then transfer the relevant amount to the GUEST as soon as possible. Knowing that CooCooShop.com GUEST and / or HOST for such return will only calculate the administration fee but no commission.

4.4.8 In the event of a no show or cancellation, CooCooShop.com is entitled to commission on the relevant service amount collected by And transferred to HOST. In the event of a transfer, only the administration fee calculated by CooCooShop.com is calculated in accordance with Article 2.2.2.

4.4.9. The HOST will only provide an invoice to the GUEST (or, at the first request, by GUEST to GUEST to provide an invoice) for the full amount of the reservation (including or plus, as required by applicable laws) all applicable VAT, taxes, surcharges and charges. The GUEST and / or HOST will never be able to bill (or provide an invoice) with CooCooShop.com for the reservation or stay or otherwise. Nothing in the Agreement and / or these terms and conditions and / or the relationship between GUEST, HOST, and CooCooShop.com will determine or imply that CooCooShop.com is the HOST, owner or (re) seller of the space or CooCooShop.com as (re) seller for which product or service on the Platform will act or operate.

## 5. REPRESENTATION AND WARRANTIES

5.1 The GUEST and / or HOST declares and warrants to CooCooShop.com that during the term of this Agreement:

- (I) the GUEST and / or HOST has all the necessary rights, powers and authority to use, manage and possess (if applicable) the (sub) license (s) to CooCooShop.com the Intellectual Property Rights on the Platform make available to the relevant GUEST and / or HOST, via the GUEST and / or HOST Information on the Platform;
- (li) the GUEST and / or HOST possesses and complies with all licenses, licenses and other governmental permissions required and procedures for processing, conducting and continuing its activities and affairs and makes it available on the Platform through the GUEST and / or HOST Information;
- (lii) the price and conditions of the spaces / parts of the spaces advertised on the Platform corresponds to or is more attractive than any advertised price of the spaces elsewhere.
- (Iv) the GUEST and / or HOST and its directors and (direct, indirect and final beneficial owners and / or their management) are in no way bound to belong to, engage in, relate to, or under control or be owned by:
  - (A) terrorists or terrorist organizations;
  - (B) parties / persons who are (i) registered as (special) designated nationalities / entities or unwanted persons / entities, or (ii) otherwise subject to a trade embargo or financial, economic and trade sanctions, and
  - (C) parties / persons owe money laundering, bribery, fraud or corruption.

The GUEST and / or HOST will promptly inform CooCooShop.com in writing if there is a violation of Clause 5.1 paragraph (iv).

5.2 Each Party declares and warrants to the other Party that during the term of this Agreement:

- (I) has full commercial authority and authority to enter into and comply with its obligations under this Agreement;
- (li) undertook all required business action to authorise the execution and compliance of this Agreement;
- (lii) this Agreement constitutes legally valid and binding obligations of that Party in accordance with its terms.
- (Iv) Each Party will comply with all applicable governmental rules, codes, regulations, rules and regulations of the country, state or municipality under which law the relevant Party is united with respect to the products hosted and / or provided by such Party / Services to be provided.

5.3 Except as otherwise expressly stated in this Agreement, neither party shall express any statements or warranties, express or implied, regarding the subject of this Agreement, and hereby waive all implied warranties, including any implied warranties of merchantability or fitness for a specific purpose with regard to such a subject.

5.4 CooCooShop.com excludes and disclaims any liability with respect to the GUEST and / or HOST, related to any (temporary and / or partial) failure, malfunction, interruption or inaccessibility of the Platform, Service and / or Extranet In the broadest sense. CooCooShop.com HOSTs - and GUEST and / or HOST accepts Service, Platform and Extranet based on "as is" and "as available".

## 6. HARMONIZATION AND LIABILITY

6.1 Each Party (the "indemnifying Party") shall be liable to the other Party (or its directors, officers, employees, agents, affiliated companies and subcontractors) ("Indemnified Party") and compensate, indemnify against any direct damages, losses (excluding loss of production, profit, income, contract, or loss or damage to goodwill or reputation, loss of claim or any special, indirect damage and / or loss and / or consequential loss), liabilities, costs claims, claims of any kind, as well as for any interest, fines, judicial action and expenses (including without limitation reasonable fees and expenses), which are actually paid, incurred or incurred by the Indemnified Party due to:

(i) violation of this Agreement by the indemnifying Party, or

(ii) a legitimate claim by a third party based on a violation of the Intellectual Property Rights of that third party by the indemnifying party

6.2 The GUEST and / or HOST will fully compensate and indemnify CooCooShop.com (or its directors, officers, employees, agents, affiliates and subcontractors), and indemnify against which liabilities, expenses (including without limitation reasonable Attorney's fees and expenses), damages, loss, obligations, claims of any kind as well as for any interest, fines, judicial action and expenses incurred or incurred by CooCooShop.com (or its directors, officers, employees, agents, affiliates and subcontractors ) In connection with:

(i) all claims made by GUEST and / or HOST regarding incomplete, incorrect or misleading information from the GUEST and / or HOST and / or CooCooShop.com on the Platform,

(ii) any claims made by GUEST and / or HOST regarding or related to a stay in the HOST's location, transfer or (partially) cancelled or wrong booking or repayment, refund or cancellation of the service amount; And

(iii) all GUEST claims that are wholly or partly attributable to or at the expense of the HOST (including its directors, employees, agents, representatives and / or the BUYER's premises (s) ) Claims relating to services or products hosted by the HOST, or caused by unlawful act, fraud, deliberate misconduct, negligence or breach of contract by or attributable to the HOST (including its directors, employees) , Agents, representatives) or due to the HOST'S (s) BUILDING (s), and

(iv) any claims against CooCooShop.com relating to or resulting from the inability of the GUEST and / or HOST to (a) ) to register properly with the relevant tax authorities and (b) applicable taxes, surcharges or (additional) costs or services or other charges as mentioned below In the relevant jurisdiction, to collect, transfer or deliver.

6.3 Except as otherwise stated in the Agreement and these terms and conditions, CooCooShop.com is liable to GUEST and / or HOST or to any other Party thus maximized to the amount that CooCooShop.com's liability insurer extends in such case. In the event that the above-mentioned insurance is null and void, CooCooShop.com's liability will in all cases be limited to the amount CooCooShop.com has received from the Commission and / or Administration fee from the responsible GUEST and / or HOST at the latest Service.

6.4 In the case of a third party claim, the Parties will act in good faith and use their joint or all commercial efforts to communicate, collaborate and assist in the defense and / or settlement of such claim, since the indemnifying Party will have the right to take over a claim and take on the defense (in consultation and agreement with the indemnified Party and respecting the interests of both parties) and neither party will make a commitment, submit documents, agree to any decision or agreement or agreement without the express written consent of the other party (which will not be unreasonably delayed, delayed or subject to conditions).

6.5 In no event shall any Party be liable to any other Party for any indirect, special, punitive, incidental or consequential loss or loss of production, profit, income, contract, or loss or damage to goodwill or reputation, loss of claim, or any such damage being (the alleged) result of a breach of the contract, an unlawful act or otherwise (even if warned of the possibility of such damage or

consequential damage). All such damages and losses are explicitly renounced and all claims are given up.

6.6 Each Party acknowledges that legal remedies may be insufficient to protect the other Party from any breach of this Agreement and without prejudice to any other rights and means otherwise available to the other Party, each Party shall be entitled to have a binding statement and compliance.

6.7 HOST will at all times ensure that he is insured for its own account and risk and will indemnify CooCooShop.com at any time for any claim related to the space hosted by HOST via the Platform (-s).

## 7. TERM, TERMINATION AND SUSPENSION

7.1 Unless otherwise agreed, this Agreement shall start on the stated date and shall be in force for an indefinite period. Either Party may terminate this Agreement at any time and for any reason by written notice, with due notice of at least 14 days to the other Party.

7.2 Each Party may terminate this Agreement with immediate effect (and the GUEST and / or HOST conclude on the Platforms) or may suspend the Agreement in the case of:

- (a) a material breach by the other Party of any condition of this Agreement (i.e. postponement of payment, insolvency, violation of price and availability, the provision of incorrect information or receipt of a significant number of GUEST complaints); or
- (b) (request or filing a request for) bankruptcy or postponement of payment (or similar action or event) with respect to the other Party.

7.3 Any Notice by CooCooShop.com of "banning" a GUEST, and / or HOST on the website shall be understood as terminating the Agreement. Upon termination, the GUEST and / or HOST will respect the outstanding GUEST RESERVATIONS and pay all commissions (plus costs, expenses, interest, if applicable) on those reservations to CooCooShop.com in accordance with the terms of this Agreement.

7.4 The following events will in any case be considered as a major violation and give CooCooShop.com the right to terminate the Agreement immediately or suspend (without notice):

- (i) the GUEST and / or HOST fails to pay commissions on or before the date due
- (ii) the GUEST and / or HOST places incorrect or misleading GUEST and / or HOST Information on the Extranet;
- (iii) The GUEST and / or HOST fails to maintain Information on the Extranet resulting in overbooking with the GUEST and / or HOST;
- (iv) the GUEST and / or HOST fails to accept a reservation for the price stated at the reservation;
- (v) GUEST and / or HOST charges one or more GUEST (s) too much;
- (vi) CooCooShop.com receives one or more legitimate and serious complaint (s) from one or more GUEST(S) who made a reservation with the HOST or vice versa;
- (vii) abuse of the GUEST review process by any behaviour which results in the appearance on the Platform of an assessment which is not a true expression of an actual stay with the HOST;
- (viii) inappropriate, unlawful or unprofessional behaviour towards GUEST or staff of CooCooShop.com; or

(ix) any (alleged) security, privacy or health issue or Issues with the GUEST and / or HOST or its facilities (the GUEST and / or HOST must at its own expense and at the first request of CooCooShop.com, issue the relevant licenses, certificates or similar statements issued by an independent expert, and Supporting compliance with applicable privacy, safety and health laws and regulations, to CooCooShop.com).

## 8. ACCOUNTING AND REGISTRATION

8.1 CooCooShop.com's systems, accounting and registrations (including Extranet, Online Reservation Summary, E-mails) will provide sufficient proof of the existence and receipt of the Reservations made by the GUEST and the commission fee from the GUEST and / or the HOST, or the damages, fees and / or costs owed to CooCooShop.com under this Agreement.

8.2 The GUEST and / or HOST will provide full co-operation at CooCooShop.com's first request and assist with (and disclose any reasonably requested information regarding) the identification of the (final) owner, manager and / or administrator of The GUEST and / or the HOST.

## 9. CONFIDENTIALITY

9.1 The Parties understand and agree that in compliance with this Agreement, each Party may have access to, or may be exposed to, directly or indirectly, confidential Information of the other Party (the "Confidential Information"). Confidential Information includes Customer Information, Transaction Volume, Marketing and Business Plans, Business, Financial, Technical, Operational, and Other Such Non-Public Information, or designated by a HOST as secret or confidential or of which a Recipient Party can reasonably know that it is secret or be considered confidential.

9.2 Each Party agrees that:

- (a) All Confidential Information shall remain the exclusive property of the providing Party and the Receiving Party will not use the Confidential Information for any purpose except for the promotion of this Agreement;
- (B) maintain and use the careful methods to maintain its confidentiality and confidentiality of Confidential Information for its employees, officers, representatives, contract partners and agents and / or authorised persons;
- (C) Disclose Confidential Information only to those authorised persons who must have such information to promote this Agreement;
- (D) will not use it, and will use careful methods to ensure that the authorised persons do not reproduce, publish, disclose to others or use the Confidential Information (otherwise than in accordance with the specified terms); And
- (e) will return (or destroy) all copies (print and computer files) of the Confidential Information upon written request from the other Party.

9.3 In spite of the foregoing,

(a) certain information is not considered to be Confidential Information in so far as (i) it is or will be part of the public domain without act or omission of the receiving party, (ii) prior to the date of this Agreement Owned by the receiving party, (iii) it is made known to the receiving party by a third party without obligation or confidentiality obligation, or (iv) is obliged to comply with the law, a court order, subpoena or public authority And

(b) nothing in this Agreement will prevent or restrict a Party to confide in this Confederation (including any technical, operational, performance and financial information (but excluding any Customer Data) to an Affiliate (member of the group) Company.

9.4 The parties will use commercially reasonable efforts to ensure the confidentiality and privacy of Customer Data and to protect it from unauthorised use or release. All Parties agree to comply with all applicable (data and privacy) laws, rules and regulations of the jurisdiction covered by these Parties (including in accordance with Directives 95/46/EC and 2002/58/EC (as amended) on the processing of personal data and privacy protection).

9.5 CooCooShop stores and uses the following Google user data: Name and email. They are stored in the user database along with other profile details. They are used for authorising the login of the user and to send relevant emails to the user. This data is not shared with any third parties.

## 10. MISCELLANEOUS

10.1 None of the parties will be entitled to assign, transfer or object to any of its rights and / or obligations under this Agreement without the prior written consent of the other party, provided that CooCooShop.com has any of its rights and / or the obligations under this Agreement (either in whole or in part or from time to time) to assign, transfer or object to a related company without the prior written consent of the GUEST and / or HOST. No assignment or transfer by the GUEST and / or HOST shall indemnify the transferor of its obligation under the Agreement.

10.2 All communications must be in writing and in English and sent by e-mail or within 1 day with a nationally recognised courier to the applicable address as specified in the Agreement.

10.3 This Agreement (including schedules, attachments and appendices, which form an essential part of This Agreement) constitutes the entire agreement of the Parties (including the GUEST and / or HOST) with respect to the subject and supersedes and prevails over all prior agreements, agreements, non-binding HOSTs, commitments or statements regarding such subject matter (including those between the GUEST and / or the HOST) .

10.4 If any provision of this Agreement is invalid or non-binding, the Parties will remain bound to all other provisions of this Agreement. In that case, the Parties will replace the invalid or non-binding provisions with valid and binding provisions and, moreover, where possible, have the same effect as the invalid or non-binding provision, given the content and purpose of this Agreement.

10.5 Unless otherwise stated in this Agreement, this Agreement shall be exclusively reviewed and interpreted under Dutch law. Except as otherwise provided in this Agreement, any disputes arising out of or relating to this Agreement shall be solely transferred to and handled by the competent court in The Netherlands.

10.6 The parties agree that, in accordance with the provisions of Article 10.5, nothing in this Agreement, will be able to withhold CooCooShop.com or limit its right to initiate any activity or action or to initiate or seek interim judicial provision or (specific) compliance for or in competent courts where the GUEST and / or HOST established is or is legally registered under the laws of the relevant jurisdiction where the GUEST and / or HOST is established or registered and for this purpose the GUEST and / or HOST disclaims his or her right to claim another jurisdiction or other applicable law to which they may have the right.

10.7 The original Dutch version of these Terms has been translated into other languages. The translation is a tool and is only a translation for clarification. The GUEST and / or HOST cannot derive rights to this translated version. In the event of a dispute about the contents or terms of these Terms and Conditions, or in the event of a conflict, ambiguity, inconsistency or discrepancy between or between the Dutch version and any other language of these terms, the Dutch version is leading, of application, binding and decisive. The Dutch version will be used in legal proceedings. The Dutch version is, besides the fact that it has already been submitted to the GUEST and / or HOST before or upon the conclusion of the ACCEPTANCE AGREEMENT, on the website [www.CooCooShop.com](http://www.CooCooShop.com).

10.8 With regard to (or as a reward for) the execution, delivery, sealing, registration, archiving and / or execution, performance or delivery in accordance with or in accordance with the Agreement, the GUEST and / or HOST (including her Employees, directors, officials, agents or other representatives) shall

- (i) not directly or indirectly (a) offer or promise a reward, show appreciation or benefit that will or may be used for bribery or an illegal or corrupt practice or give to a third party (including government officials or political board members, representatives or candidates), or (b) desire, accept or promise for himself or another party, and
- (ii) Obey all applicable laws on bribery and corrupt gifts and practices (including the United States Foreign Corrupt Practices Act and the United Kingdom Anti-Bribery Act).

10.9 The Agreement may be concluded online or by execution of the Agreement by CooCooShop.com or as a PDF and all (copies) shall be deemed to be original, valid and binding. The Agreement will only enter into force and will only take effect after written confirmation of acceptance and approval by the GUEST and / or HOST by CooCooShop.com. By registering as a GUEST and / or HOST and by signing the CooCooShop.com Partner Program, the GUEST and / or HOST accepts and accepts the terms and conditions of this Agreement. The Agreement does not require a stamp or seal to make it legally binding and enforceable.

10.10 Due to laws and regulations to prevent money laundering, corruption, terrorist financing and tax evasion, CooCooShop.com is not permitted to make its Service available to, accept or accept payments from, or make, process or facilitate payments to a Bank account, the "Bank Account", which is not related to the jurisdiction where the GUEST and / or HOST is located and (but in all cases) in so far as one of the following warranties is / are not true. The GUEST and / or the HOST declares and warrants that: (in spite of the jurisdiction of the Bank Account):

(i) is in possession of and complies with all licenses, licenses and other governmental licenses, permits and permissions necessary for the management, execution and continuation of its (business and operational) activities (including the Keeping and using the bank account);

(ii) s/he is the legitimate holder of the bank account;

(iii) the payment and transfer to / from the bank account complies with the so-called arm's length principle and is in accordance with all applicable laws, rules, codes, regulations, regulations and provisions and not in violation of any applicable (Tax) law, treaty, regulation, code or legislation to prevent money laundering, corruption, terrorist financing or tax evasion, and

(iv) The Bank Account is not used (directly or indirectly) for money laundering, terrorist financing, tax evasion or other illegal activities.

Agreeing to these terms and conditions GUEST and / or HOST are obliged to compensate CooCooShop.com and CooCooShop S.A.S. fully for and indemnify all possible damages, losses, claims, penalties, fines, costs and expenses undergoes and / or paid by and / or claimed at CooCooShop.com and / or CooCooShop S.A.S. (Or any of its affiliated companies, including all its directors, officers, employees, agents or representatives) related to the Platform, Service, Services, Agreement and System, and also CooCooShop.com fully compensate and indemnify for any (threatening or alleged) claim (including fines) of any government, authority, organisation, company, party of view any unlawful or illegal or contravention of any anti-money laundering / anti-corruption / anti tax evasion / anti-terrorism financing act or legislation and / or codes of similar scope, or any other law or regulation.