

STAYSCONNECT HOTEL MERCHANT TERMS AND CONDITIONS

DEFINITIONS

This contractual agreement states the terms and conditions of the partnership between StaysConnect (“StaysConnect”, “we”, “us”) and the signing **Partner/Merchant** (“Short let”, “Resort”, “Event Centre”, “Beach House”, “you”, “Hotel”, “Property”). StaysConnect has a portal where customers can book or reserve a variety of properties which include but are not limited to “**Short lets**”, “**Resorts**”, “**Event Centres**”, “**Beach Houses**”, “**you**”, “**Hotel Rooms**”, “**Open Spaces/Fields**” etc.) (Hereinafter referred to as **Listings**) these listings from various Merchants are listed on the website. Where reference is made to availability, this shall mean the combination of a type of Listing, a policy set, a price and the actual availability.

SCOPE

We will help you with the onboarding process to the StaysConnect platform. We will market your property appropriately through the channels identified by us, which will mainly include online marketing. If previously agreed, we will feature your Listings/properties on our front page, in the city where your property’s situated to enable you reach your target market. We will enable customers to book or reserve directly on our website. We will also provide sufficient communication to the Properties and the customer for the booking to be transacted in a way that is convenient for all parties.

AVAILABILITY, BOOKINGS, & COMMITMENT

We only display offers in respect of properties provided to us by the Merchant in either of the following ways:

- a. We get a confirmation from the Property about a specific offer and booking code.
- b. The Property provides an offer through its access to our system’s backend (“extranet”).

If the Property listed operates via the first option or if StaysConnect sees an advantage in operating this way, the booking notification will go through the following process. The Property listed will receive an e-mail with the booking notification and a link to confirm this booking. Once the link is clicked, the Property listed has accepted the booking and will receive a further e-mail with relevant customer details. If there is no response to the first of the two e-mails despite e-mail reminders, the Property listed will receive a warning. If the Property listed operates in the second way, the availability can be changed on a daily basis. Once a booking is received, we will send a booking notification via e-mail and update the extranet. Once we have been given a room rate via either of the options listed above, the Property listed must commit to this offer and ensure the availability of the room. This includes the quality of the Property listed’s offering. All properties rented out to our customers must be perfectly cleaned and prepared for new guests. The Merchant must ensure a high standard of service and room quality to ensure the guests have an unforgettable and absolutely enjoyable experience.

COMMUNICATION

The communication between StaysConnect and you will mainly be conducted via e-mail. Hence Merchants are expected to check for new e-mails at least once every hour, including on weekends and holidays. This is necessary because you need to be informed of new bookings, cancellations, problems, or other information. Also, Merchants are expected to be reachable during office hours via the main Hotel phone number and the responsible manager’s

phone number. All other communication channels provided by the Hotel should be controlled and answered frequently, as well.

FRAUD

Fraud, as defined in this Agreement, includes any action by the Merchant intended to deprive StaysConnect of its earned commission. This includes, but is not limited to, a Merchant encouraging a StaysConnect customer to cancel or alter their booking to avoid paying the commission owed to StaysConnect. Any such fraudulent activity will result in a fine of N500,000.00 and immediate removal from the StaysConnect platform. StaysConnect reserves the right to investigate any suspected fraud at any time.

HEALTH AND SAFETY

At StaysConnect 's request, the Merchant agrees to promptly provide StaysConnect with a copy of its annual operating license and/or any similar certificates indicating compliance with the health and safety obligations required to operate legally in the relevant jurisdictions. Additionally, StaysConnect may periodically issue a health and safety self-assessment questionnaire, which the Merchant agrees to complete and return in a timely manner.

WEBSITE CONTENT

We will assist you with the sign-up and content upload process. To ensure accuracy, the Merchant must provide all information correctly to StaysConnect. Please note that any information uploaded to our platform is subject to approval. StaysConnect reserves the right to modify content without prior approval if deemed necessary or urgent. Generally, we will consult you before making changes. If the Property Listed undergoes any changes, such as room renovations, please inform us so we can update the content accordingly. All content provided to StaysConnect by the Merchant must accurately represent the property listed's current state. Misrepresentation will result in a warning. All content uploaded to StaysConnect is considered exclusive and owned by StaysConnect. It may not be used elsewhere without explicit permission. For any uncertainties, please contact StaysConnect directly.

PAYMENT AND PRE-PAYMENT DISCOUNT

Our guests have the option to either pay on our website directly or pay at the Property during their stay. We will secure payment in the first case and you are responsible for securing payment in the second case, if the payment is done before the stay, hence on the website. Therefore, the booking is secured and customers can be held accountable if they do not show up or cancel in-appropriately. If the Hotel chooses pre-payment only, this clause shall not apply. In this case, StaysConnect will not be held responsible for securing payments from Customers.

COMMISSION

For every successful transacted booking, the Hotel agrees to pay a commission to StaysConnect. The commission shall be 15% (exclusive of all known taxes) of the booking value transmitted by StaysConnect.

PRICES OF PROPERTIES LISTED

The Merchant may choose the price in respect of the offered rates. We recommend that Merchants should avoid quoting prices which are too high. This will help them remain competitive in comparison to other Merchants with similar listings. All prices must include all taxes and all additional charges for this specific offer. Hence the customer must be able to

spend his stay as expected without incurring any additional charges. The rates offered to StaysConnect must not be higher than that of other travel Agencies (OTA)

INVOICING

Our invoicing will be communicated via e-mail. By signing this contract, the Hotel agrees to this procedure. Since the customer may pay for the booking either on our Site or to you, the invoicing shall be handled via a balance. The balance will show an outstanding amount between StaysConnect 's account payable and the Merchant's account payable. Depending on whether StaysConnect or the Merchant is the beneficiary of the balance, the settlement of the balance will either come as an invoice, or as a receipt of our payment, which is done via bank transfer. If it is an invoice, we expect the Merchant to settle the amount owed within seven (7) days via bank transfer. The Merchant shall be responsible for any costs incurred while settling the invoice. If the Merchant chooses pre-payment only, this does not apply and the commission will be paid out via transfer with a receipt via e-mail.

CANCELLATIONS AND REFUNDS POLICIES

It is the responsibility of the Merchant to clearly and explicitly state its cancellation and refund policies. In the absence of such policies, any third-party cancellation will be entitled to a full refund from the hotel or accommodation provider. If, upon check-in, a previously confirmed reservation made through the StaysConnect booking platform is unavailable, the hotel or accommodation provider must offer an alternative room or accommodation of equal or higher quality than the original booking. In cases where a third party cancels a confirmed reservation made through the StaysConnect platform, the Merchant must specify the applicable refund amount due.

NO-SHOWS

In case of post-payment, if a customer does not arrive at the Property on the expected date, the Merchant is obliged to inform StaysConnect within 24hrs. If the Merchant fails to do so, StaysConnect will invoice the Merchant for the full commission.

LIABILITY

If the performance of StaysConnect 's obligations under this Agreement is prevented or delayed as a result of any negligent act or omission of the Merchant, its agents', subcontractors or employees, StaysConnect shall not be liable for any Losses that the Merchant incurs as a result. Additionally, the Merchant shall indemnify and hold StaysConnect harmless of any loss, claims and damages that may arise as a result of the Hotel's liability.

FURTHER RIGHTS AND OBLIGATIONS OF STAYSCONNECT

StaysConnect holds the proprietary rights of all website content. Such contents may therefore not be used or reproduced by anybody, including the Merchant, without the written permission of StaysConnect. StaysConnect also holds the rights on guest ratings and reviews and may choose to make these public. These may not be re-used or copied by any other party without our explicit written consent. The Merchant further agrees not to target StaysConnect or any of our connected names for online targeting. StaysConnect has the right to sublicense its inventory given by the Hotels and disclose all information given by the Hotels to carefully selected partners. This mainly targets third party platforms who offer services of a similar nature.

PRICE PARITY

The Merchants shall ensure that it does not offer lower prices for their products or services on other sales channels.

WARRANTS & DISCLAIMER OF WARRANTY

The Merchant confirms its ownership of the accommodation and that it has all necessary rights to run it in accordance to representations made to StaysConnect. Also, the Merchant represents and warrants that it has all necessary operating permits. The signing manager represents and warrants that he/she has is empowered to enter into an Agreement of this nature on behalf of the Merchant/Property Owner and/or that he/she has taken necessary actions of corporate authorization. StaysConnect is neither accountable for any actions of its customers at the Property Listed nor for their opinions. Hence StaysConnect is not liable for any accidents or financial duty arising from our customers' or the Merchant's action. The Merchant commits not to share any information, neither of this contract nor confidential information about StaysConnect to third parties without explicit approval from us. StaysConnect and the Merchant intend to lead a healthy business relationship.

WARNINGS

In the event the Merchant is non-responsive to communication from StaysConnect and is unable to deliver a committed room or is involved in any form of misconduct, a warning will be issued by StaysConnect to the Hotel. After 2 warnings, the Merchant's property will be removed from the platform. Notwithstanding, StaysConnect reserves the right to remove the Hotel from the platform without any warning.

ENDING THE RELATIONSHIP

The Merchant may terminate the relationship with StaysConnect at any time by giving notice to StaysConnect in writing. All pending bookings or reservations prior to the reception of the cancellation must be handled with best intentions by the Merchant. The Merchant shall set the availability of its rooms to 0 after the decision to part with StaysConnect. StaysConnect reserves the right to quit the contract at any time, without reason, which will lead to an immediate end of the contractual relationship.

ASSIGNMENT

StaysConnect shall reserve the right to assign this Agreement, to a related party, together with all benefits and liabilities therein.

GOVERNING LAW

The provisions of this Agreement shall be governed and interpreted in accordance with the Laws of the Federal Republic of Nigeria.

ARBITRATION

Where any dispute arises between either of the parties to this Agreement, the parties shall first seek an amicable settlement of such dispute. Where the parties are unable to reach an amicable settlement, reference shall be made to arbitration. The arbitration shall be held in Lagos and shall be conducted by a single arbitrator appointed in accordance with the provisions of the Arbitration Laws of Nigeria, or any amendments or re-enactments thereof.

TENOR

This contract shall automatically be renewed annually

