

HostelOffice Inc. (“HostelOffice”) provides HostelOffice.com and its related services (“Service”) subject to your compliance with the terms and conditions (“Terms of Service”) set forth below. Please read the following carefully.

HostelOffice Inc. reserves the right to update and modify the Terms of Service at any time without notice. New features that may be added to the Service shall be subject to the Terms of Service. Should you continue to use the Service after any such modifications have been made, this shall constitute your agreement to such modifications. You may always view the most recent copy of the Terms of Service here: <http://www.HostelOffice.com>

Violation of any part of the Terms of Service will result in termination of your account.

#### **Account Terms**

1. You must be 13 years or older to use this Service.
2. You must provide your full legal name, a valid email address, and any other required information to complete the sign-up process.
3. You are responsible for maintaining the privacy and security of your account. HostelOffice will not be held liable for any damage or loss that may result from your failure to protect your login information, including your password.
4. HostelOffice may communicate with you via email regarding your account, system updates, or other issues related to your account.
5. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others to your account).
6. HostelOffice may refuse service to anyone for any reason at any time.

#### **Payment and Access**

1. We will charge you a standard monthly fee based on your account plan. The Service is billed in advance for each month, and is non-refundable. There will be no refunds or credits for partial months of service, or refunds made should you not use the Service during a period of time when your account is open. No exceptions will be made.
2. Should you upgrade or downgrade your account plan, your credit card will be charged your new billing rate immediately. Your credit card will then be charged your new billing rate every 30 days thereafter unless you cancel your account.
3. Should a contracted cancellation occur then the terms and conditions for that processed contract, reservation, or booking that will apply. Therefore, any legitimate legal cancellations or refunds will be processed as per those terms and conditions. Any outstanding costs will be added to the monthly plan fee.

#### **Modifications to the Service and Fees**

1. HostelOffice reserves the right to modify, suspend, or discontinue the Service at any time for any reason with or without notice.
2. HostelOffice reserves the right to change our monthly fees upon 30 days notice from us. Fee change notices may be posted to the Service or on the HostelOffice website: <http://www.HostelOffice.com>

### **Cancellation and Termination**

1. You alone are responsible for the proper cancellation of your account. You may cancel your account at any time at least 30 days in advance of your next invoice payment date. Email requests from your authorised representative to cancel your account will be deemed cancellation.
2. You can cancel at any time, but you will remain liable for all charges accrued up to that time, including full monthly charges for the month which you discontinued service. You will not be charged again.
3. HostelOffice reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service and remove and discard any of Your content in the Service, for any reason, including, if HostelOffice believes that You have violated these TOS. HostelOffice will use all reasonable efforts to contact You directly via email to warn You prior to suspension or termination of Your account. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Your use of Service, may be referred to appropriate law enforcement authorities. HostelOffice shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service.

### **Copyright and Ownership**

1. HostelOffice or its suppliers own the intellectual property rights to any and all protectable components of the Service, including but not limited to the name of the Service, artwork and end-user interface elements contained within the Service, many of the individual features, and the related documentation. You may not copy, modify, adapt, reproduce, distribute, reverse engineer, decompile, or disassemble any aspect of the Service which HostelOffice or its suppliers own.
2. HostelOffice claims no intellectual property rights over the Content you upload or provide to the Service. However, by using the Service to send Content, you agree that others may view and share your Content.

### **General Conditions**

1. Your use of the Service, including any content, information or functionality contained within it, is provided “as is” and “as available” with no representations or warranties of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You assume total responsibility and risk for your use of this Service.
2. You agree not to resell, duplicate, reproduce or exploit any part of the Service without the express written permission of HostelOffice.
3. You may not use the service to store, host, or send unsolicited email (spam) or SMS messages.
4. HostelOffice will maintain commercially acceptable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Your Data. These safeguards include encryption of your Content in transmission (using SSL or similar technologies), which you may link to through the Service at Your election.
5. You may not use the service to transmit any viruses, worms, or malicious content.
6. HostelOffice makes no warranties regarding (i) your ability to use the Service, (ii) your satisfaction with the Service, (iii) that the Service will be available at all times,

- uninterrupted, and error-free (iv), the accuracy of mathematical calculations performed by the Service, and (v) that bugs or errors in the Service will be corrected.
7. HostelOffice its affiliates and its sponsors are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages arising out of or relating in any way to your use of the Service. Your sole remedy for dissatisfaction with the Service is to stop using the Service.
  8. If any provision of the Terms of Service is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
  9. HostelOffice may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
  10. The failure of HostelOffice to exercise any right provided for herein shall not be deemed a waiver of any right hereunder. The Terms of Service sets forth the entire understanding between you and HostelOffice as to the Service and supercedes any prior agreements between you and HostelOffice (including, but not limited to, prior versions of the Terms of Service).
  11. Any questions regarding the Terms of Service should be addressed to support at HostelOffice dot com.

#### **Export Compliance**

1. You are responsible for complying with any applicable laws, rules, or regulations governing the export of the Service or any of its components.

#### **Governing Law**

1. These TOS shall be governed by the laws of the State of Delaware without regard to the principles of conflicts of law. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of Delaware for the purpose of resolving any dispute relating to Your access to or use of the Service.

## **Terms of Service**

The following terms and conditions govern all use of the Dorm Project software and all content ("DormProject"), services and products available at or through the software, including provision and hosting of your website, ("Service"), (taken together, the Service). The Service is owned and operated by Digital Surfing Limited and Digital Surfing Pty Ltd. ("Digital Surfing"). The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, and procedures that may be published from time to time on this website and written to each invoice (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Service. By accessing or using any part of the web site and software, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Service or use any services. If these terms and conditions are considered an offer by Digital Surfing, acceptance is expressly limited to these terms. The Service is available only to individuals who are at least 13 years old.

**TL;DR:** Don't abuse or use Service to spam or do anything else illegal. Violation will result in termination of your HostelOffice account.

1. **HostelOffice Account Terms.** If you create an account on the Service, you are responsible for maintaining the security of your account and you are fully responsible for all activities and content that occur under the account and any other actions taken in connection with the account. You must immediately notify your HostelOffice support of any unauthorized uses of your account or any other breaches of security. Digital Surfing will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.
2. **Payment and Renewal.**
  - **General Terms.**

By Subscribing to Service you agree to pay Digital Surfing the bi-annual or annual subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day you sign up for Service and will cover the use of that service for a bi-annual or annual subscription period as indicated. Fees are not refundable.
  - **Renewal and Cancellation.**

Unless you cancel the Service before the end of the applicable subscription period, your subscription will automatically renew and you authorise us to collect the then-applicable annual or monthly subscription fee (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Service subscription can be canceled at any time by stopping to use the software and informing HostelOffice by email.
3. **Intellectual Property.** This Agreement does not transfer from Digital Surfing to you any HostelOffice or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Digital Surfing. HostelOffice, Digital Surfing and all other trademarks, service marks, graphics and logos used in connection with the Service are trademarks or registered trademarks of Digital Surfing or HostelOffice's licensors. Other trademarks, service marks, graphics and logos used in connection with the Service may be the trademarks of other third parties. Your use of the Service grants you no right or license to reproduce or otherwise use any Enhancesoft or third-party trademarks that could be interpreted as negatively impacting on HostelOffice, Digital Surfing or it's service providers and agents.
4. **Attribution.** HostelOffice may use Customer's name and logo in client listings. HostelOffice may issue a press release announcing the relationship contemplated hereby; Customer shall have the right to approve such press release prior to publication, which approval shall not unreasonably be withheld. Further, Customer's website provided by HostelOffice will contain reference to HostelOffice and Online Web Spaces.
5. **Changes.** Digital Surfing reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Service following the posting of any changes to this Agreement constitutes acceptance of those changes. Digital Surfing may also, in the future, offer new services and/or features through the Service (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
6. **Termination.** Digital Surfing may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your HostelOffice account (if you have one), you may simply discontinue using the Service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
7. **Disclaimer of Warranties.** The Service is provided "as is". Digital Surfing and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and

non-infringement. Neither Digital Surfing nor its suppliers and licensors, makes any warranty that the Service will be error free or that access thereto will be continuous or uninterrupted.

8. **Limitation of Liability.** In no event will Digital Surfing, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Enhancesoft under this agreement during the twelve (12) month period prior to the cause of action. Digital Surfing shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
9. **General Representation and Warranty.** You represent and warrant that (i) your use of the Service will be in strict accordance with the HostelOffice conditions for use written on each invoice and included here, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States, UK, EU, Australia and other jurisdictions or the country in which you reside) and (ii) your use of the Service will not infringe or misappropriate the intellectual property rights of any third party.
10. **Indemnification.** You agree to indemnify and hold harmless Digital Surfing, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Service, including but not limited to your violation of this Agreement.
11. **Miscellaneous.** This Agreement constitutes the entire agreement between Digital Surfing and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Digital Surfing, or by the posting by HostelOffice of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Service will be governed by the laws of the UK and Australia, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same shall be brought exclusively in the courts of the State of Western Australia, and you consent to the exercise of personal jurisdiction over you by these courts in all such actions. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Digital Surfing may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.