



# TERMS & CONDITIONS FOR ACCOMMODATIONS

These Terms & Conditions (the 'Agreement') refers to the services provided by Proactive Hospitality Africa to the Accommodation Provider (the 'Accommodation') including but not limited to the listing of the agreed properties on Proactive Hospitality Africa's online listing platform.

## IT IS AGREED THAT:

1. Proactive Hospitality Africa and its associated companies offer Marketing Related Services to Travel Companies and Accommodation providers.
2. The Accommodation provides Information to Proactive Hospitality Africa with the intention that such Information shall be used in the Marketing Services offered to Travel Companies and Accommodation providers.
3. Information provided by the Accommodation will only be used for marketing purposes directly related to the Accommodation, or for the purposes of marketing the Proactive Hospitality Africa platform for the benefit of the whole.
4. The Accommodation is responsible for the integrity and the accuracy of the information provided to Proactive Hospitality Africa. The Accommodation agrees to provide regular and relevant updates to Proactive Hospitality Africa.
5. Intellectual Property
  - a. The Accommodation has all the necessary rights concerning the information provided The Accommodation warrants that it has all necessary rights, power, and authority to use and (sub) license the Accommodation information to Proactive Hospitality Africa for marketing purposes. This includes the right to license images of which the intellectual property belongs to a third-party photographer.
  - b. The Accommodation grants permission to use its information The Accommodation grants Proactive Hospitality Africa, the non-exclusive, perpetual, and unlimited right, without any royalty or compensation in return, to use, edit, distribute, publish, disclose, and duplicate the provided information (including all images) in any form and any media for the sole purpose of marketing the Accommodation and the Proactive Hospitality Africa platform.
  - c. Images provided are free of moral rights and do not require a copyright notice The Accommodation will only provide images that are free of moral rights and do not require a copyright notice. This means that the photographer does not have to be attributed, that a copyright notice is not required for Proactive Hospitality Africa to utilise or alter these images for marketing purposes.
  - d. Proactive Hospitality Africa reserves the right to edit, exclude or translate accommodation information at any time for any reason For example, if Proactive Hospitality Africa should become aware that the information is incorrect, incomplete, not in proper English, or in violation of the terms and conditions of this Agreement or any applicable law, it can exclude such information from the platform with immediate effect.
6. (Online) Marketing and advertising
  - a. Promoting Accommodation - Proactive Hospitality Africa is entitled to use the information provided to promote the Accommodation with the intent to generate sales. This includes but is not limited to: (third party) websites, search engines, social media platforms, magazines, newspapers, and email marketing Proactive Hospitality Africa runs (online) marketing campaigns at their own costs and discretion.
  - b. Accommodation Information and search engines - The Accommodation is aware of the working methods of search engines, such as indexing the content on web pages and ranking web pages in their search results. The Accommodation agrees that Information provided may be indexed by, and ranked in search engines.



# TERMS & CONDITIONS

## IT IS AGREED THAT:

### 7. Indemnification and liability

- a. Liability for infringement of intellectual property or moral rights - Accommodation indemnifies and holds harmless Proactive Hospitality Africa and its Associated Companies for all claims (from third parties) regarding infringement of intellectual property and moral rights of images or other information provided by the Accommodation. This includes, but is not limited to, all direct and indirect damages.
- b. The Accommodation indemnifies and holds harmless - Proactive Hospitality Africa against accidental errors caused by either human or system error that may occur in terms of property information that is captured onto the platform.
- c. Limitation of liability for Proactive Hospitality Africa - Save as otherwise provided for in this Agreement, the maximum liability of Proactive Hospitality Africa and its Associated Companies to any other in aggregate for all claims made against Proactive Hospitality Africa under or in connection with this Agreement shall not exceed R100 (ONE HUNDRED ZAR) and will be limited to direct damages only, unless in the event of tort, fraud, willful misconduct, gross negligence, deliberate non-disclosure or deliberate deception on the part of Proactive Hospitality Africa, in which event the limitation of liability is not applicable.  
In no event shall Proactive Hospitality Africa be liable for any indirect, special, punitive, incidental or consequential damages or losses, including loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, whether such damages are alleged as a result of a breach of contract, tort or otherwise. All such damages and losses are hereby expressly waived and disclaimed.
- d. Liability in the event of a breakdown - Proactive Hospitality Africa disclaims and excludes any and all liability in respect of the Accommodation which is related to any (temporary and/or partial) breakdown of the Proactive Hospitality Africa Website or other Marketing Services offered Proactive Hospitality Africa.

### 8. Term, Termination, and Suspension

- a. The agreement shall commence on the date hereof - Unless agreed otherwise, this Agreement shall commence on the date Accommodation agrees with this Agreement, and this Agreement shall be effective for an indefinite period of time until terminated by either Party.
- b. Termination of Agreement - Unless agreed otherwise, this Agreement shall commence on the date Accommodation agrees with this Agreement, and this Agreement shall be effective for an indefinite period of time until terminated by either Party.
- c. Rights reserved - At its own discretion Proactive Hospitality Africa reserves its right to terminate the listing of a property with immediate effect should it become aware of any activities which can be deemed detrimental to the platform or its image. This includes but is not limited to; misconduct under the law, failure to provide accurate and honest information any actions by the Accommodation that is seen as

## AGREEMENT

I, \_\_\_\_\_, AM IN AGREEMENT TO THE TERMS & CONDITIONS AS PER THIS DOCUMENT.

Signature

Date of Signature