

These **backpackonline** terms and conditions of service ("**backpackonline** Service Terms") set out the terms and conditions on which Hostelworld.com Limited, whose registered office is at Charlemont Exchange, Charlemont Street, Dublin 2, Ireland ("HOSTELWORLD.COM"), makes its web based property management system known as "**backpackonline**" ("**backpackonline**") available to users (each user being a "Licensee"). These **backpackonline** Service Terms also apply to Licensee's use of the HOSTELWORLD.COM website <https://online.backpacksoftware.com> on which **backpackonline** can be accessed (the "**backpackonline** Website").

1 GENERAL

1.1 In order to use **backpackonline** Licensee must be registered for the internet based accommodation booking services provided by HOSTELWORLD.COM through its hostelworld.com website (the "Hostelworld Service").

1.2 **backpackonline** is provided to Licensee without charge, however, it is a condition of use of **backpackonline** and the **backpackonline** Website that Licensee makes a minimum of fifteen percent (15%) of its total accommodation available for booking via the Hostelworld Service. In the event that the Licensee wishes to avail of any additional services set out in Clause 14 below the additional services will be subject to the charges referred to in that clause.

1.3 In order to access **backpackonline** Licensee will need a pc with broadband internet access and a web browser. The specifications of the web browser are set out in the **backpackonline** User Documentation (as defined below).

2 LICENSE TO USE BACKPACKONLINE

2.1 HOSTELWORLD.COM hereby grants Licensee a non-exclusive, non-transferable, personal, revocable licence to use **backpackonline** and the **backpackonline** Website in connection with its administration and management of hostels and accommodation that are owned and/or operated by it (but not any hostels or accommodation owned or operated by third parties) in accordance with and subject to the **backpackonline** Service Terms.

3 LICENSEE'S OBLIGATIONS AND WARRANTIES

3.1 General Obligations. In consideration of HOSTELWORLD.COM permitting Licensee to use **backpackonline** and the **backpackonline** Website Licensee undertakes to make a minimum of fifteen percent (15%) of its total accommodation available for booking via the Hostelworld Service.

3.2 Compliance with Laws. Licensee shall comply with all applicable laws in its use of and dealings with **backpackonline** and the **backpackonline** Website including but not limited to, laws relating to privacy and data protection.

3.3 Compliance with PCI Standards. Licensee shall adhere to the PCI Data Security Standard as defined by the PCI Security Standards Council ("PCI Standards") from time to time in processing all cardholder data. Licensee shall take all steps necessary to ensure that the PCI Standards are adhered to by Licensee (and by any individual given access to **backpackonline** by Licensee), such steps including, but not limited to, the following:

- a) cardholder data shall be input into the correct fields in **backpackonline** and shall not be entered into incorrect fields in **backpackonline** – Licensee agrees that only those fields stated in **backpackonline** as being encrypted and/or secure are intended for the input of cardholder data and that HOSTELWORLD.COM accepts no liability in the event that for whatever reason cardholder data is input into any incorrect field in **backpackonline**.

- b) For the avoidance of doubt these **backpackonline** Service Terms apply to all cardholder data input to **backpackonline** and shall continue to apply where such cardholder data is subsequently retrieved from **backpackonline** and printed, manipulated, transmitted or stored by any other means in addition to **backpackonline**. Licensee acknowledges that any cardholder data printed from **backpackonline** shall be stored and utilized by Licensee in strict accordance with these **backpackonline** Service Terms and with the PCI Standards and that HOSTELWORLD.COM accepts no responsibility for breach of the **backpackonline** Service Terms or the PCI Standards pursuant to this clause 3.3(b).
- c) Licensee acknowledges and agrees that in addition to its obligations pursuant to these **backpackonline** Service Terms and the PCI Standards there is an overriding obligation that information technology and general security best practice be observed by Licensee and all individuals accessing **backpackonline** on behalf of Licensee.
- d) Licensee acknowledges that distribution of cardholder data by methods such as telephone, email or other forms of communication, or orally, should be prohibited in so far as possible and that any such distribution is conducted entirely at Licensee's risk. HOSTELWORLD.COM accepts no liability for any cardholder data distributed by Licensee outside of **backpackonline** and the terms of the **backpackonline** Service Terms.
- e) The **backpackonline** Guidelines provided to Licensee by HOSTELWORLD.COM are hereby incorporated into and form an integral part of these **backpackonline** Service Terms and by accepting these **backpackonline** Service Terms Licensee formally acknowledges and accepts the application of the **backpackonline** Guidelines.

3.3 Content. Licensee warrants that it is the owner of and has all requisite legal rights to input, enter, store and process on **backpackonline** and the **backpackonline** Website any and all data and information that it inputs, enters, stores and processes on **backpackonline** and the **backpackonline** Website ("Content").

3.4 Use of backpackonline and the backpackonline Website. Licensee shall:-

3.4.1 fully familiarise itself with **backpackonline** and the **backpackonline** Website before it goes "live" with the processing of any Content by Licensee, and shall satisfy itself that **backpackonline** and the **backpackonline** Website satisfies and is suitable for its requirements;

3.4.2 in operating **backpackonline** and the **backpackonline** Website refer to the **backpackonline** user documentation and other materials made available by HOSTELWORLD.COM for users of **backpackonline** and the **backpackonline** Website (the "**backpackonline** User Documentation");

3.4.3 operate **backpackonline** in a prudent and reasonable manner.

3.5 Site Interference. Licensee shall not interfere or attempt to interfere with the **backpackonline** Website or any activities conducted on the **backpackonline** Website and shall not use any software program, routine or activity capable of causing any such interference, and Licensee shall not block, obscure, override or modify any HOSTELWORLD.COM generated content, information or pages.

3.6 Accuracy of Content. Licensee shall alone be responsible for ensuring the accuracy of any and all Content that is inputted, entered, stored or processed by it on **backpackonline** and the **backpackonline** Website.

3.7 Responsibility for Rate and Room Allocations. Licensee shall be responsible for the accuracy of all rates and rooms that it allocates on **backpackonline** for publication on

hostelworld.com and the HOSTELWORLD.COM associated websites and affiliated websites. Licensee must honour any bookings made by customers at any site using the HOSTELWORLD.COM booking engine at the rate and/or in respect of any rooms allocated by Licensee even in the event that Licensee has made a mistake or error in the allocation of such rates or rooms. In the event of a double booking Licensee is responsible to re-accommodate the customer. Licensee understands that it is the responsibility of Licensee to correct any such errors and that Licensee's responsibility to honour such bookings shall remain until such time as the correct rate and/or room allocation is uploaded and recorded on HOSTELWORLD.COM's servers and understands that there may be delays from the time Licensee uploads corrected rates and/or room allocations on **backpackonline** until the time those rates and/or room allocations are uploaded and recorded on HOSTELWORLD.COM's servers.

3.8 Responsibility for 'no-shows' and late cancellations. Licensee shall bear sole responsibility for having a policy in place in relation to the treatment of 'no-shows' (where an individual made a booking of accommodation and subsequently failed to appear to take up that booking) and late cancellations and shall comply with any applicable consumer protection or other laws in relation to cancellation fees and/or refunds in the case of a guest not taking up any room(s) allocated to them on **backpackonline**. cardholder data of such 'no-shows' and late cancellations shall be subject to the **backpackonline** Service Terms and any refund payable or penalty fee charged shall be processed in strict compliance with these **backpackonline** Service Terms and the PCI Standards.

4 DATA PROTECTION AND PRIVACY

4.1 General. To the extent that any Content contains data that relates to individuals who can be identified either directly from that data by itself or from that data in conjunction with any other data or information held by or in the control of, or likely to come into the possession of, Licensee ("Personal Data") Licensee agrees that Licensee shall for the purposes of any and all applicable data protection laws ("Applicable Data Protection Laws") be the person or entity that controls the content and use of such Personal Data (the "Data Controller") and that HOSTELWORLD.COM shall not be the Data Controller in respect thereof. Licensee further agrees that it is the responsibility of Licensee to ensure that any and all Personal Data obtained and processed by it and inputted, entered, stored and processed by it on **backpackonline** and the **backpackonline** Website has been obtained and processed in accordance with all Applicable Data Protection Laws.

4.2 HOSTELWORLD.COM. Licensee acknowledges that under certain Applicable Data Protection Laws the making available by HOSTELWORLD.COM of **backpackonline** and the **backpackonline** Website to Licensee and the carrying out by HOSTELWORLD.COM of the HOSTELWORLD.COM activities associated therewith may constitute HOSTELWORLD.COM as a Data Processor of Licensee. To the extent that such activities involve processing of Personal Data on behalf of the Licensee, HOSTELWORLD.COM will only process the data in question on and in accordance with the instructions of Licensee. If HOSTELWORLD.COM believes that any instruction from Licensee infringes any Applicable Data Protection Law, it shall draw this to the attention of Licensee and shall not be obliged to take any action which in HOSTELWORLD.COM's opinion could result in a breach of any Applicable Data Protection Laws.

4.3 Data Subject Access Requests. Licensee shall be responsible for complying with any and all requests that it may receive from data subjects under any Applicable Data Protection Laws to obtain access to, have corrected, erased or blocked any Personal Data relating to such data subjects which is held on **backpackonline** and the **backpackonline** Website.

4.4 Security. HOSTELWORLD.COM Obligations. HOSTELWORLD.COM shall implement appropriate technical and organisational measures in respect of its making **backpackonline** and the **backpackonline** Website available to Licensee, including without limitation, holding the data that is held on **backpackonline** and the **backpackonline** Website on dedicated servers maintained in a secure and monitored environment which is professionally hosted by a specialist

third party data centre; that any such data is backed up on a daily basis on dedicated servers; that access by any HOSTELWORLD.COM employees or contractors to any Personal Data held on **backpackonline** and the **backpackonline** Website will only be undertaken where this is necessary in order to provide support or assistance to Licensee or to operate and manage **backpackonline** and the **backpackonline** Website, and then only to the extent necessary for such purposes by such employees and personnel as need to have access to the data.

4.5 Security. Licensee Obligations. Licensee acknowledges that other than HOSTELWORLD.COM's obligations pursuant to Clause 4.4 above, Licensee shall be responsible for implementing all other technical and organisational security measures required under Applicable Data Protection Laws in relation to its use of **backpackonline** and the **backpackonline** Website, and the processing by it of any Personal Data on **backpackonline** and the **backpackonline** Website.

5 AGGREGATED DATA AND REPORTING

5.1 After the expiry of 28 days from the acceptance of these **backpackonline** Service Terms, HOSTELWORLD.COM shall be entitled to combine the Licensee's Content with Content provided by other users of **backpackonline** in order to create anonymised aggregated data (the "**Aggregated Data**") which it may then use for the purpose of generating statistical reports and analysis ("**Reports**"), provided that:

- 5.1.1 Licensee has not notified HOSTELWORLD.COM within 28 days of the date of the acceptance of these **backpackonline** Service Terms that it requires that its Content is excluded from the Aggregated Data, and has not thereafter during the term of these **backpackonline** Service Terms provided HOSTELWORLD.COM with 28 days' notice (an "**Exclusion Notice**") that it requires that Content which is created after the expiry of the Exclusion Notice is excluded from the Aggregated Data;
- 5.1.2 HOSTELWORLD.COM ensures that any Content that appears in Aggregated Data shall be anonymised and that a third party shall not be able to identify the Licensee or the Licensee's Content from the Aggregated Data;
- 5.1.3 HOSTELWORLD.COM shall not include any Personal Data in the Aggregated Data;
- 5.1.4 In the event that HOSTELWORLD.COM generates Reports that are made available to third parties, the Licensee shall be entitled to copies of such reports and analysis free of charge.

5.2 The Licensee acknowledges that HOSTELWORLD.COM is the owner of all Aggregated Data, and shall continue to be entitled to use such Aggregated Data notwithstanding the termination or expiry of these **backpackonline** Service Terms.

5.3 Where Content has been incorporated into Reports generated from Aggregated Data HOSTELWORLD.COM shall not be required to alter, redact or delete such Reports in the event that the Licensee issues HOSTELWORLD.COM with an Exclusion Notice in accordance with Clause 5.1.1.

5.4 For the avoidance of doubt, where Content has been incorporated into Aggregated Data and the Licensee subsequently issues HOSTELWORLD.COM with an Exclusion Notice in accordance with Clause 5.1.1, HOSTELWORLD.COM shall not be required to remove the Content that has been incorporated prior to the expiry of the Exclusion Notice into the Aggregated Data .

6 CONTENT RETENTION AND CONTENT BACKUP; USER NAMES AND PASSWORDS

6.1 Content Retention and Content Backups. Licensee acknowledges and understands that the Content shall be retained on **backpackonline** and the **backpackonline** Website for the period set out in the **backpackonline** User Documentation, and will be accessible to Licensee in the manner set out in the **backpackonline** User Documentation, and that it is the responsibility of Licensee to ensure that at regular intervals it makes its own local back-up and downloads of Content, and prints off such reports available via **backpackonline** and the **backpackonline** Website as are sufficient for its own record keeping purposes and processes, and that all such back-ups, downloads and printing are done in accordance with the procedures and recommendations therefor contained in the **backpackonline** User Documentation

6.2 User Names and Passwords. Licensee acknowledges that it will be allocated a master user name and password to access **backpackonline** and the **backpackonline** Website. This master user name and password will give that individual the maximum level of access and permissions available within **backpackonline**, including the right for that individual to set up other users having either identical access and permission authorities, or lesser access and permission authorities, and to establish user names and passwords, and user profiles in respect of all such users. Licensee undertakes and acknowledges that it alone is responsible for: -

6.2.1 ensuring that each individual which Licensee requires to access **backpackonline** shall have a user name and password personal to that individual and that no individual shall be permitted by Licensee or any of its employees to access **backpackonline** using another user's username and password;

6.2.2 ensuring that any individual that Licensee sets up as a user of **backpackonline** and the **backpackonline** Website with its own user name, password and user profile is set up in **backpackonline** with a user profile that is appropriate to the seniority, role and experience of that individual in Licensee's organisation;

6.2.3 any and all use made of **backpackonline** and the **backpackonline** Website under any user name and password that has been so created;

6.2.4 ensuring that all user names and passwords are kept secure and confidential, and not disclosed to any third parties;

6.2.5 any unauthorised use of **backpackonline** and the **backpackonline** Website made under any user name and password.

6.3 Further and in addition to Clause 9 of these **backpackonline** Service Terms, Licensee acknowledges and agrees that it shall bear sole responsibility for all actions of any individual granted access to **backpackonline** by Licensee and that Licensee shall indemnify and hold harmless HOSTELWORLD.COM for any liability arising from breaches of data protection or other laws on as a result of the actions or omissions of Licensee or any individual given access to **backpackonline** by Licensee.

7 NO WARRANTY AND DISCLAIMER WARRANTY

7.1 No Warranty. **backpackonline** and the **backpackonline** Website are provided by HOSTELWORLD.COM on an "as is" basis. HOSTELWORLD.COM makes no representations, warranties or undertakings with respect to **backpackonline** and the **backpackonline** Website. To the greatest extent permitted by applicable law, all representations, warranties and conditions, express or implied, statutory or otherwise, are hereby excluded, including without limitation warranties as to quality, merchantability or fitness for a particular purpose.

7.2 Exclusion of Warranties. HOSTELWORLD.COM makes no warranty or representation that **backpackonline** or the **backpackonline** Website will meet Licensee's requirements, or that the **backpackonline** service will be uninterrupted, timely, secure or error free, or that any results that may be obtained from the use of **backpackonline** will be accurate or reliable.

7.3 Acknowledgement of Licensee. It is expressly acknowledged and agreed by Licensee that, given the nature of the internet and world wide web, HOSTELWORLD.COM cannot warrant or guarantee uninterrupted or error free performance or functionality of **backpackonline** or the **backpackonline** Website, and that there may be occasions when **backpackonline** or the **backpackonline** Website is not available either due to general internet outages or scheduled or unscheduled maintenance by HOSTELWORLD.COM. In particular, but without prejudice to the generality of any of the foregoing provisions of this Clause 7, Licensee expressly acknowledges and agrees that HOSTELWORLD.COM shall have no liability for non-performance or failure of functionality of **backpackonline** or the **backpackonline** Website where same is due to third party telecommunications equipment and services, the Content or any data, software, programs, operating systems, computers and telecommunications equipment used by Licensee ("Licensee Equipment").

8 EXCLUSION OF CONSEQUENTIAL DAMAGES, LIMITATION OF LIABILITY

8.1 Exclusion of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, HOSTELWORLD.COM SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE FOR ANY LOSS OR DAMAGE WHATSOEVER AND HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OR CORRUPTION OF DATA, BREACH OF APPLICABLE DATA PROTECTION LAWS, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO **backpackonline** OR THE **backpackonline** WEBSITE OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, EVEN IF HOSTELWORLD.COM HAS BEEN APPRAISED OF THE LIKELIHOOD OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER RESULTING FROM THE USE OR THE INABILITY TO USE **backpackonline** and/or the **backpackonline** WEBSITE; UNAUTHORISED ACCESS TO OR ALTERATION OF **backpackonline**, the **backpackonline** WEBSITE OR THE CONTENT OR ANY OTHER MATTER RELATING TO **backpackonline** and/or the **backpackonline** WEBSITE.

8.2 Limitation of Liability. IN NO EVENT SHALL HOSTELWORLD.COM'S MAXIMUM AGGREGATE LIABILITY TO LICENSEE, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND, TO THE EXTENT PERMITTED BY LAW, STRICT LIABILITY) OR OTHERWISE ARISING OUT OF OR RELATED TO **backpackonline** AND/OR THE **backpackonline** WEBSITE, EXCEED €100.

8.3 Risk Allocation. Licensee acknowledges that Clauses 6, 7 and 8 hereof allocate the risk between Licensee and HOSTELWORLD.COM with regard to **backpackonline** and the **backpackonline** Website, and that this allocation affects the terms and conditions hereof and forms an essential element of the **backpackonline** Service Terms.

9 LICENSEE INDEMNITY

Indemnity. Licensee shall indemnify and hold HOSTELWORLD.COM free and harmless from any and all claims, damages or lawsuits (including attorneys' fees) arising out of the acts or omissions of Licensee or its employees or agents including, without prejudice to the generality of the foregoing, the manner in which Licensee uses **backpackonline** and/or the **backpackonline** Website, any use by Licensee of the Content and any failure by Licensee to comply with the **backpackonline** Service Terms. For the avoidance of doubt, and without prejudice to the generality of the foregoing, Licensee shall indemnify and hold HOSTELWORLD.COM free and harmless from any and all claims, damages or lawsuits (including attorneys' fees) arising from the

relationship between Licensee and any customer of Licensee.

10 PROPRIETARY RIGHTS OWNERSHIP

10.1 Proprietary Rights. Licensee acknowledges and agrees that HOSTELWORLD.COM owns or has been assigned or licensed the use of all right, title and interest in the intellectual property rights related to **backpackonline** and the **backpackonline** Website and to the design, manufacture and operation of **backpackonline** and the **backpackonline** Website including, without limitation, all patents, trade marks, trade names, inventions, copyrights (including copyright in computer programs), database rights, semi-conductor topography rights, know-how and trade secrets ("Intellectual Property Rights"). The use by Licensee of any of these Intellectual Property Rights is authorised only for the purposes and to the extent set forth herein, and upon termination of this Agreement for any reason such authorisation shall cease. Nothing herein shall grant Licensee any right, title or interest in the Intellectual Property Rights in **backpackonline** or the **backpackonline** Website.

10.2 Software. Licensee shall not reverse compile, copy, adapt, modify, alter, vary, reverse engineer, decompile, disassemble or create any derivative work based on, or including, the software forming part of **backpackonline** or the **backpackonline** Website. Licensee shall not alter or remove any copyright notices applied to or contained in **backpackonline** or the **backpackonline** Website.

10.3 Use of Trade Marks. Licensee shall not alter or remove any HOSTELWORLD.COM trade marks, and nothing herein shall grant Licensee any right, title or interest in HOSTELWORLD.COM trade marks.

10.4 Notice of Infringement. Should notice be given to Licensee by a third party that **backpackonline** or the **backpackonline** Website infringes any intellectual property rights owned or controlled by a third party, or should Licensee learn of any infringements by a third party of any HOSTELWORLD.COM Intellectual Property Rights in **backpackonline** and/or the **backpackonline** Website, Licensee shall immediately notify HOSTELWORLD.COM thereof.

10.5 Licensee Indemnity - Content. Licensee warrants that the Content shall not be libellous or constitute malicious falsehood or disparagement of goods or services, or be otherwise defamatory, immoral, obscene, pornographic, illegal, and shall not advocate illegal activity or constitute a violation of privacy or a breach of any obligation of confidentiality to any third party, nor shall it infringe the proprietary or intellectual property rights of any third party. Licensee will indemnify HOSTELWORLD.COM and keep HOSTELWORLD.COM fully and effectively indemnified against all costs, claims, demands, expenses and liabilities (of whatever nature) arising out of or in connection with any claim that the Content is libellous or constitutes malicious falsehood or disparagement of goods or services, or is otherwise defamatory, immoral, obscene, pornographic, illegal or advocates illegal activity, constitutes a violation of privacy or a breach of any obligations of confidentiality to a third party or infringes the proprietary or intellectual property rights of any third party or causes injury to any person or property due to the Content.

10.6 Licensee Indemnity - Equipment. Licensee will indemnify HOSTELWORLD.COM and keep HOSTELWORLD.COM fully and effectively indemnified against all costs, claims, demands, expenses and liabilities (of whatever nature) arising out of or in connection with any claim that the use of any Licensee Equipment, in accessing **backpackonline** and the **backpackonline** Website infringes any third party intellectual property rights or breaches any obligation of confidentiality to a third party.

11 CONFIDENTIALITY

11.1 General. Licensee acknowledges that in the course of using **backpackonline** and/or the **backpackonline** Website and as a result of entering into this Agreement it may obtain information relating to **backpackonline**, the **backpackonline** Website and

HOSTELWORLD.COM which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software, source documents, data, pricing and discount schedules, customer lists, financial information and sales and marketing plans. Licensee will at all times, both during the term of this Agreement and for a period of at least five years thereafter keep in confidence all such Confidential Information, and not use such Confidential Information without HOSTELWORLD.COM's prior written consent. Licensee further agrees promptly to return to HOSTELWORLD.COM all Confidential Information, including copies thereof, in Licensee's possession, custody and control upon termination of this Agreement.

11.2 Exclusions. Notwithstanding the foregoing, Confidential Information will not include any information that:-

11.2.1 is generally known or becomes part of the public domain through no fault of Licensee;

11.2.2 HOSTELWORLD.COM authorises to be disclosed; or

11.2.3 is rightfully received by Licensee from a third party without restriction on disclosure and without breach of this Agreement.

11.3 Employees. Licensee undertakes to HOSTELWORLD.COM to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 11.1 by its employees, agents and contractors.

11.4 Injunctive Relief. Licensee acknowledges that any breach of the provisions of this Clause 11 may cause irreparable harm and significant injury to an extent that may be difficult to ascertain. Accordingly, Licensee agrees that HOSTELWORLD.COM will have, in addition to any other rights or remedies available to it at law or in equity, the right to seek injunctive relief to enjoin any breach or violation of this Clause 11.

12 TERM AND TERMINATION

12.1 Immediate Termination. This Agreement shall automatically terminate on expiry or termination (for whatever reason) of the agreement between HOSTELWORLD.COM and Licensee governing the use by Licensee of the Hostelworld Service (the "Hostelworld Standard Services and Licence Agreement").

12.2 Termination for Cause. This Agreement may be terminated forthwith by HOSTELWORLD.COM by notice in writing if Licensee commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within seven (7) days of a written request from HOSTELWORLD.COM to remedy the same.

12.3 Termination for Insolvency. This Agreement shall be terminated immediately on notice by HOSTELWORLD.COM if Licensee becomes insolvent or has a liquidator, receiver, examiner, administrator or other similar officer appointed over all or any of its assets or undertakings, or if Licensee suffers an event analogous to any of the foregoing in any jurisdiction.

12.4 Termination for Convenience. Either party may terminate this Agreement for its convenience on giving not less than thirty (30) days notice to the other party without liability to make or pay any compensation to the other party in respect of such termination.

12.5 Effects of Termination. In the event of any termination of this Agreement all licenses granted to Licensee and the right of Licensee to use **backpackonline** and the **backpackonline** Website shall automatically terminate.

12.6 Deletion of Content following Termination. Licensee acknowledges and understands that on the termination of this Agreement Licensee will only be permitted to use **backpackonline** to enter and complete bookings for a period of seven (7) days from the date of termination and that, save as provided in Clause 5, the Content of Licensee will only be held on **backpackonline** and

the **backpackonline** Website for a period of thirty (30) days from the date of termination after which time it will be deleted. Licensee acknowledges and understands that it is the responsibility of Licensee to ensure that prior to the expiry of this thirty (30) day period that Licensee has backed up locally, downloaded and printed all Content that it will require for its own records, and that HOSTELWORLD.COM shall have no liability whatsoever in respect of any failure by Licensee to back up locally, download and print off copies of the Content or for the deletion by HOSTELWORLD.COM of Content pursuant to this Clause.

12.7 Additional Remedies. Except as expressly permitted by this Agreement, termination of this Agreement shall be without prejudice to any other remedy which may be available to a party due to default of this Agreement.

12.8 Limitation on Liability. IN THE EVENT OF TERMINATION OF THIS AGREEMENT BY EITHER PARTY IN ACCORDANCE WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, THAT PARTY SHALL NOT BE LIABLE TO THE OTHER FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF THE RIGHT TO USE **backpackonline** AND/OR THE **backpackonline** Website OR LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR SAVINGS BECAUSE OF SUCH TERMINATION.

12.9 Survival of Certain Terms. Any termination of this Agreement pursuant to this Clause 12 shall be without prejudice to any other rights or remedies the party may be entitled to hereunder or at law, and shall not affect any accrued rights or liabilities of either party, nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. All other rights and obligations of the parties shall cease upon termination of this Agreement.

13 MISCELLANEOUS

13.1 Amendments to **backpackonline** Service Terms and Modifications to **backpackonline** and the **backpackonline** Website. HOSTELWORLD.COM reserves the right at any time and from time to time to alter, modify, discontinue (whether temporarily or permanently) **backpackonline** and access to the **backpackonline** Website (or any part thereof), or to amend the **backpackonline** Service Terms on giving Licensee twenty eight (28) days' notice thereof, and that HOSTELWORLD.COM shall not be liable to Licensee arising from any such alteration, modification, suspension or discontinuance.

13.2 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in all respects with the laws of Ireland. Each of the parties hereby submits to the jurisdiction of the courts of Ireland, and Licensee hereby agrees for the benefit of HOSTELWORLD.COM, and without prejudice to HOSTELWORLD.COM's right to take proceedings in relation hereto before any other court of competent jurisdiction, that the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this Agreement, and for such purposes Licensee hereby irrevocably submits to the jurisdiction of such courts.

13.3 Assignment. Licensee may not assign, sub-contract or otherwise transfer any of its rights, obligations or licenses hereunder, or appoint any agent to perform its obligations hereunder without the prior written consent of HOSTELWORLD.COM. HOSTELWORLD.COM may assign or otherwise transfer any of its rights and obligations under this Agreement to any company or entity within the HOSTELWORLD.COM group of companies, or to any purchaser of the business or assets of HOSTELWORLD.COM. HOSTELWORLD.COM may sub-contract any of its obligations under this Agreement.

13.4 Notices. Any notices to HOSTELWORLD.COM under or in connection with this Agreement must be sent by prepaid registered mail to HOSTELWORLD.COM at Hostelworld.com Ltd., Charlemont Exchange, Charlemont Street, Dublin 2 and marked for the attention of The BPO

Administrator and shall be deemed to have been received by HOSTELWORLD.COM (if delivered) at the time of delivery. Any notices sent by HOSTELWORLD.COM to Licensee under or in connection with this Agreement may be sent by HOSTELWORLD.COM either by e-mail to the address set out in the Key Details section of the Hostelworld Standard Services and Licence Agreement or by prepaid registered post to the address set out in the Key Details section Hostelworld Standard Services and Licence Agreement. Any notices sent by email shall be deemed to have been received by Licensee twenty-four (24) hours after email was sent, unless HOSTELWORLD.COM receives notice that the email address is invalid or that the email has not been delivered, and any notices sent by registered post will be deemed received on delivery.

13.5 General. If any provision of this Agreement shall be found by any court or administrative body or competition authority of any competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. This Agreement, together with the Hostelworld Standard Services and Licence Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, understandings and representation (if any) between them in respect of such matters. In the event of a conflict between this Agreement and the Hostelworld Standard Services and Licence Agreement the terms of this Agreement shall prevail. The relationship between HOSTELWORLD.COM and Licensee is that of independent contractor. Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership or the relationship of employer and employee or principal and agent between them. Licensee should have no authority or power to bind HOSTELWORLD.COM or create a liability against HOSTELWORLD.COM or to pledge or purport to pledge HOSTELWORLD.COM's credit in any way for any purpose. The waiver by HOSTELWORLD.COM of a breach or default of any of the provisions of this Agreement by Licensee shall not be construed as a waiver of any succeeding breach. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

14. ADDITIONAL SERVICES

14.1 BPO Channel Manager Connectivity. This clause only relates to and is only binding on those Licensees that elect to connect their **backpackonline** accounts to a third party channel manager. In this clause:

“Authorised Channel Manager” means a Channel Manager in respect of which HOSTELWORLD.COM has entered into an arrangement whereby HOSTELWORLD.COM facilitates users of **backpackonline** to use the Channel Manager’s online channel management system through integrating with the Channel Manager’s API;

“Channel Management Access Fees” means the fees set out in Clause 12 of the Hostelworld Standard Services and Licence Agreement;

“Channel Manager” means a provider of an online channel management system for bookings information (including, but not limited to rate and availability) at accommodation providers through which (i) the Licensee can manage online bookings information of the Property (or rooms therein), and (ii) the provider of the channel management system pushes the bookings information of the Licensee to online travel agencies in order to enable visitors to such online travel agencies can make reservations at such properties;

“Connection” means the API connection through which HOSTELWORLD.COM passes data to and from a channel management system operated by an Authorised Channel Manager in order to facilitate access by the Licensee to the Authorised Channel Manager’s services.

14.2 HOSTELWORLD.COM shall notify the Licensee of any Authorised Channel Managers via the User Documentation. In the event that the Licensee elects to use the services of an Authorised Channel Manager:

14.2.1 Licensee shall be solely responsible for ensuring that it enters into an agreement with the relevant Authorised Channel Manager, and that it complies with that agreement, including any obligations to pay any fees thereunder.

14.2.2 Licensee shall pay the Channel Management Access Fees to HOSTELWORLD.COM in accordance with Clause 14.7.

14.3 Suspension of the Connection. HW shall have the right to suspend the Connection at any time and from time to time in its absolute discretion in the event that the Connection causes: (a) the HOSTELWORLD.COM systems to suffer technical problems and/or (b) the HOSTELWORLD.COM systems becoming overloaded and/or (c) the HOSTELWORLD.COM systems’ processing or response times to significantly increase. HOSTELWORLD.COM will not take such action lightly or without making reasonable attempts to notify any Licensees who would be or might be affected as a result of this action, ideally in advance of but possibly during or after such a suspension of services. Furthermore, HOSTELWORLD.COM will endeavour to minimise the amount of time for which the Connection is suspended and to work with the Licensees to, where reasonably possible, mitigate the impact of such a suspension on the Licensees business.

14.4 Licensee Indemnity. Licensee will indemnify HOSTELWORLD.COM and keep HOSTELWORLD.COM fully and effectively indemnified against all costs, claims, demands, expenses and liabilities (of whatever nature) arising out of or in connection with any claim by any third party, including any Authorised Channel Manager, that arises in connection with the Licensee’s use of the Authorised Channel Manager’s online channel management system or the provision of the Connection by HOSTELWORLD.COM.

14.5 Exclusion of Liability. Without prejudice to any other exclusions or limitations of liability under these **backpackonline** Service Terms, including those set out in Clauses 6 and 7, HOSTELWORLD.COM provides the Connection to Authorised Channel Managers on an “as is” basis and makes no representations, warranties or undertakings in relation to the operation of the Connection or the services provided by Authorised Channel Managers, and does not endorse or recommend the services provided by Authorised Channel Managers.

14.6 Withdrawal of Access to Authorised Channel Managers. HOSTELWORLD.COM may at any time alter, modify, discontinue (whether temporarily or permanently) the services referred to under this Clause 14, and will be under no obligation to appoint Authorised Channel Managers.

14.7 Channel Management Access Fees. In consideration of HOSTELWORLD.COM providing access to the Connection, the Licensee shall pay the fees set out in Clause 12 of the Hostelworld Standard Licence and Services Agreement.