

## Terms and Conditions for Hostel Hardware and Services

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. In these Terms and Conditions for Hostel Hardware and Services, unless the context requires otherwise, the following words and expressions shall have the following meanings:

**"Affiliate"** means, with respect to any entity, any other entity directly or indirectly controlling, controlled by, or under direct or indirect common control with such entity. An entity shall be deemed to control another entity if such entity possesses, directly or indirectly, the power to (i) vote 50% or more of the securities having ordinary voting power for the election of directors of such other entity; or (ii) direct or cause the direction of the management or policies of such other entity, whether through the ownership of voting securities, by contract or otherwise.

**"Agreement"** means the agreement concluded between Goki and the Customer comprising the Order Form, these Terms and Conditions for Hostel Hardware and Services and, if applicable, further schedules and exhibits.

**"Confidential Information"** of a party means any technical or business information disclosed by or on behalf of that party to the other party that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand is confidential or proprietary.

**"Content"** means information, content and data (including any third- party information, content and data).

**"Customer"** means the entity specified as the customer in the Order Form.

**"Customer Personal Data"** means personal data processed by Goki on behalf of the Customer, details of which are set out in Appendix A.

**"Data Protection Law"** means all applicable data protection law including the Australian Privacy Principles under the Privacy Act and the GDPR (and the terms 'controller', 'data subject', 'personal data', 'personal data breach', 'process', 'processor' and 'processing' shall have the meanings given to them under Data Protection Law).

**"Designated Users"** means the Customer's employees/contractors who are authorised by the Customer to access and use the Services.

**"Effective Date"** means the later date of execution of the Order Form.

**"Feedback"** means suggestions, comments or other feedback provided to Goki by the Customer or its Designated Users.

**"Fees"** means the fees payable for the Hostel Hardware and the Services (as calculated in accordance with the Order Form and these Terms and Conditions for Hostel Hardware and Services).

**"GDPR"** means General Data Protection Regulation (Regulation (EU) 2016/679).

**"Goki"** means Goki Pty Ltd (ABN 43 168 370 689), a company incorporated in Sydney, Australia , having its registered office at 24 Bayswater Rd, Kings Cross, Sydney, 2011, Australia.

**“Hostel Hardware”** means the hostel room access and security hardware itemised in the Order Form.

**“Hostel Properties”** means hostel accommodation properties owned or controlled by the Customer.

**“including”** means including without limitation, and **“include”** and **“includes”** have a corresponding meaning.

**“Intellectual Property”** means all intellectual and industrial property rights and interests throughout the world, whether unregistered or registered, including (a) trade marks, patents, copyright, processes, methodologies, procedures, and trade secrets, algorithms, APIs, apparatus, circuit designs, layouts and assemblies, scripts, databases, data collections, data models, designs, diagrams, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, methods, models, forms of presentation, network configurations and architectures, protocols, schematics, specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, web sites and domain names, (b) software, tools and machine-readable texts and files and (c) literary work or other work of authorship, including documentation, reports, manuals, training materials, drawings, charts and graphics.

**“Normal Business Hours”** means 9 a.m. – 5.30 p.m. local time in Sydney, Australia.

**“Order Form”** means the form containing details of an order for Hostel Hardware and Services, together with other information in relation to such order, including the description of the Hostel Hardware and Services to be supplied.

**“Privacy Act”** means the Australian Privacy Act 1988(Cth).

**“Registration Information”** means the information the Customer provides in the user account registration form submitted by the Customer to Goki.

**“Service(s)”** means the software and other services specified in the Order Form to be provided to the Customer in connection with the Customer obtaining monthly access to Goki’s hostel guest management platform, guest management mobile application, systems and/or technologies.

**“Terms and Conditions for Hostel Hardware and Services”** means the current version of the Terms and Conditions for Hostel Hardware and Services as may be amended from time to time by Goki having regard to its reasonable commercial interests and upon at least 30 days’ prior written notice to the Customer (and prior written notice in this regard shall be met where Goki updates these Terms and Conditions for Hostel Hardware and Services on its website and provides the Customer with 30 days’ notice via email in advance of the date the update takes effect).

## **2. HOSTEL HARDWARE - FEES AND PAYMENT**

- 2.1 The Fees for the Hostel Hardware are set out in the Order Form, plus any charges for packaging, delivery and installation as set out in the Order Form. All invoices will be delivered electronically via email to the Customer designated contact specified in the Order Form. Amounts payable by the Customer in connection with the Hostel Hardware are payable in the currency specified in the Order Form.
- 2.2 Where Fees for Hostel Hardware apply (as specified in the Order Form), Goki must receive payment for the Hostel Hardware ordered, and any specified charges for packaging, delivery and installation, within 30 days of the date of invoice which Goki shall issue on or after the Effective Date.

- 2.3 If payment is not made when due, interest is payable at the rate of 3 per cent per annum over the base business lending rate from time to time of National Australia Bank Limited on the amount outstanding from the due date for payment until receipt by Goki of the full amount (including any accrued interest) whether before or after judgment, together with any reasonable legal or other recovery costs.
- 2.4 On occasion, the prices payable for Hostel Hardware promoted or advertised on the Goki website may differ from the prices specified in the Order Form. The parties agree that Goki is under no obligation to amend the prices specified in the Order Form during the Term (defined in Section 11.1 below) if there is such a difference.
- 2.5 The Customer is responsible for all orders placed by its employees/contractors and the Customer must inform Goki in writing (via email to the Goki Authorised Contact specified in the Order Form) as soon as a relevant employee/contractor is no longer authorised to place orders.
- 2.6 The Customer may place orders for additional Hostel Hardware during the Term of the Agreement and these Terms and Conditions for Hostel Hardware and Services are incorporated by reference into any such orders.
- 2.7 Without limiting Section 17.12, the Customer is responsible for paying any standard governmental duty, tax, levy or fees imposed on any Hostel Hardware transaction contemplated by the Agreement.

### **3. HOSTEL HARDWARE - DELIVERY AND TITLE**

- 3.1 Goki will deliver the Hostel Hardware in accordance with the order terms specified in the Order Form. A valid signature may be required on delivery.
- 3.2 Subject to compliance by the Customer with Section 3.3 and Section 3.4, title to the Hostel Hardware will transfer to the Customer on delivery.
- 3.3 The Customer shall: (i) not remove, deface or obscure any identifying mark or packaging on or relating to the Hostel Hardware; and (ii) give Goki such information relating to the Hostel Hardware as Goki may require from time to time.
- 3.4 The Customer may not, at any stage, resell, lease, license or otherwise make available the Hostel Hardware for commercial use.
- 3.5 Goki will use reasonable efforts to deliver the Hostel Hardware in accordance with the order details specified in the Order Form and within the stated delivery time(s). Any dates/times quoted for Hostel Hardware delivery are estimates only and Goki will not be liable for failure to deliver within the time period quoted. In the event that the Customer has not received all of the Hostel Hardware within 48 hours of the expected date of delivery, the Customer must notify Goki immediately.
- 3.6 In the event that Goki does not make the Hostel Hardware available to the Customer within 30 days of the delivery date specified in the Order Form, the Customer will, as its sole remedy for late or non-delivery (to the extent permitted by law), have the option of cancelling the order or re-confirming the order by notifying Goki (via email to the Goki Authorised Contact specified in the Order Form).
- 3.7 Goki grants the Customer a non-transferable, nonexclusive, revocable, worldwide (subject to any legal restrictions on export or use) internal use monthly license (without the right to sublicense) to use and run the technology embedded in the Hostel Hardware on compatible technology owned or controlled by the Customer or licensed to the Customer by Goki pursuant to the Agreement in order to use the Services for the purposes expressly set out in the Agreement.

#### **4. HOSTEL HARDWARE – AVAILABILITY & RETURNS**

4.1 Goki will use reasonable efforts to hold sufficient stock of Hostel Hardware to meet all orders. If Goki has insufficient stock to supply or deliver the Hostel Hardware ordered by the Customer, Goki may, at its discretion, refund to the Customer the price paid for such Hostel Hardware as soon as possible and in any case within 30 days of the date Goki notifies the Customer that it has insufficient stock.

4.2 The Customer may return any faulty or damaged Hostel Hardware to Goki at the returns address indicated on the Goki website within 30 days of receipt subject to the Customer bearing the expense of claiming this warranty and a handling charge being paid by the Customer, provided full details of the fault or damage are provided to Goki together with the returned goods. Refunds shall be subject to Goki confirming the fault or damage is not attributable to an act or omission of the Customer.

4.2.1 The benefits to the Customer given by this warranty against defects are in addition to other rights and remedies under a law in relation to the goods to which this warranty relates.

As required by the Australian Consumer Law, Goki states the following to the Customer: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. If the Australian Consumer Law applies, the Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. If the Australian Consumer Law applies, the Customer is further entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

4.2.2 For the purposes of this warranty against defects, Goki's details are as follows:

Name: Goki Pty Ltd (ABN 43 168 370 689)

Business address: 24 Bayswater Rd, Kings Cross, Sydney, 2011, Australia

4.3 In the event of the order being supplied incomplete or Hostel Hardware arriving damaged in transit the Customer must notify Goki in writing (via email to the Goki Authorised Contact specified in the Order Form) within 7 days of delivery.

4.4 Goki will make any refunds due to the Customer by the same method of payment used to purchase the Hostel Hardware.

#### **5. HOSTEL HARDWARE (HEALTH AND SAFETY)**

5.1 The Customer acknowledges and agrees (i) that it is aware of all health and safety requirements relating to the Hostel Hardware and its application; and (ii) that it will install and use the Hostel Hardware in accordance with the requirements of any manuals and safety instructions provided with the Hostel Hardware or made available on Goki's website.

#### **6. AVAILABILITY AND USE OF THE SERVICES**

6.1 **Access and Use of the Services.** Subject to the terms of the Agreement, Goki grants the Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services for its Hostel Properties for the Term of the Agreement and to integrate and use the Services with the Hostel Hardware installed in its Hostel Properties in the manner and for the purposes specified by Goki. The Customer and its Designated Users will use the Services solely in connection with the Customer's or any Hostel Property's internal business purposes and in accordance with the terms of the Agreement. The Customer agrees to comply with all instructions, usage rules and documentation that Goki may provide or make available on its website from time to time in connection with the Services.

- 6.2 **Registration/Passwords.** To access the Services, the Customer must register for a user account. The Registration Information the Customer provides must be accurate and complete. The Customer agrees to update the Registration Information as necessary, including correct email addresses, so Goki may send the Customer notifications and other account-related communications. The Customer account is subject to termination or suspension in accordance with the terms of the Agreement. The Customer is responsible for maintaining the confidentiality of the login name and password that the Customer creates and agrees to use strong passwords (e.g. that contain upper- and lower-case letters, numbers and symbols), and to maintain the confidentiality of such passwords. The Customer is responsible for all uses of the Customer's account and login information (whether or not authorised by the Customer). The Customer must notify Goki of any unauthorized use of the Customer's account, login information or password, and agrees to immediately change compromised passwords to prevent further unauthorised use. The Customer grants Goki the right to use the Customer's Registration Information and any other information provided in connection with the operation of the Services.
- 6.3 **Designated Users.** Access to the Services is limited solely to Designated Users. The Customer acknowledges and agrees that, as between Goki and the Customer, the Customer is solely responsible for all acts and omissions of its Designated Users, including access and use of the Services by Designated Users and for such Designated User's compliance with the terms of the Agreement.
- 6.4 **Services - Upgrades and Support.** Goki may, from time to time, provide upgrades to the Services (including upgrades to the software). Goki will use reasonable efforts to make the Services available 24 hours a day, seven days a week, except for: (i) planned maintenance and (ii) unscheduled maintenance and remedial works. Goki will use reasonable efforts to provide advance notice of planned maintenance but is not required to do so. Goki will, as part of the Services and at no additional cost to the Customer, provide the Customer with Goki's standard customer support services during Normal Business Hours in accordance with Goki's internal support policy in effect at the time that the Services are provided.
- 6.5 **Restrictions.** Except as expressly provided in the Agreement, neither the Customer nor any Designated User may: (i) make any copy, reproduction or derivative work of any of the Services or any Goki Confidential Information contained on the Services; (ii) sell, assign, convey, sublicense or otherwise transfer its rights to use or allow any third party other than a Designated User to use or access the Services; (iii) decompile, disassemble, reverse engineer, or modify in any way, the Services or any portion thereof; (iv) reconfigure or redeploy the Services in a manner not expressly authorized by Goki; (v) remove, alter or obscure any proprietary notice or legend of Goki, its suppliers or licensors upon any and all copies of the Services or any documentation provided therewith; and/or (vi) violate any laws or regulations as may apply to the use of the Services.
- 6.6 **Service Requirements and Limitations.** The Services are dependent on internet access and availability which is outside the control of Goki. Certain elements of the Services are dependent on being used with hardware devices (i.e. smart phones and tablet devices) and third-party applications which are subject to separate terms of use issued by third parties. Goki is not responsible for the use and integration of the Services with third party products and/or applications.
- 6.7 **Content Displayed on the Services.** The Customer is solely responsible for all Content that the Customer uploads, posts, emails, transmits, or otherwise disseminates using, or in connection with, the Services. The Customer confirms that it has all rights necessary to do so ( and maintains adequate and compliant privacy notices in this regard) and grants Goki a non-exclusive, royalty-free, revocable, worldwide, transferable license in and to such Content for use and publication on the Services.
- 6.8 **Use of the Services for Lawful Purposes Only.** The Customer agrees to use the Services only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use of the Services. The Customer agrees not to do any of the following: (i) post, upload, publish, submit or transmit any Content via the Services that: (ii) infringes, misappropriates or violates a third party's intellectual property rights, or rights of publicity or privacy; (iii) violates the terms of its privacy notices or violates or encourages any conduct that would violate any applicable law or regulation or would give

rise to civil liability; (iv) is fraudulent, false, misleading or deceptive; (v) is defamatory, obscene, pornographic, vulgar or offensive; (vi) promotes discrimination, racism, hatred, harassment or harm against any individual or group; (vii) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (viii) promotes illegal or harmful activities or substances.

6.9 **Use with Third Party Technology.** The Customer acknowledges that the Services may enable or assist it to access and integrate with the websites and other content and applications of third parties via third-party websites, API's and other applications and that it does so solely at its own risk. Goki makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or integration with, any such third-party website, content or applications and any contract entered into by the Customer with any such third party. Any contract entered into and any access and integration completed via any third-party website, API or other application is between the Customer and the relevant third party, and not Goki. Goki does not endorse or approve any third-party website, content, API or other applications accessed or used via the Services.

6.10 **Right to Monitor and Audit.** The Customer agrees that the Services must be used in accordance with the access point usage rules and restrictions as made available or notified to the Customer from time to time by Goki. Goki reserves the right to monitor and periodically audit the Customer's use of the Services to ensure that the Customer's use complies with this Agreement. Should Goki discover that the Customer's use of the Services is not in compliance with this Agreement, Goki reserves the right to charge the Customer, and the Customer agree to pay for, such usage in addition to other remedies available to Goki.

## 7 SERVICE FEES AND PAYMENT

7.1 **Service Fees.** Fees for the Services provided in connection with the Agreement are set forth in the Order Form. All invoices will be delivered electronically via email to the Customer Designated Contact specified in the Order Form.

7.2 **Payment Terms.** Goki must receive payment for the Services within 30 days of the date of invoice which Goki will issue monthly.

7.3 **Failure to Pay.** Failure to pay any undisputed Service Fees may result in immediate suspension as well as termination of the Services at any time following 30 days of a suspension if all outstanding Service Fees are not paid in full. Following suspension of access pursuant to this Section 7.3, the Customer will not be able to use the Services (including the software).

7.4 **Annual Increase.** Goki may decide at any time following the first anniversary of the Effective Date and no more than once in any twelve (12) month period, with at least thirty (30) days prior written notice to the Customer (unless a shorter time period is required by applicable law), to increase any or all of the Service Fees under the Agreement for any reason, including to account for inflation or any applicable compulsory wage, tax or social charge increases, which increase shall be effective starting on the date thirty (30) days following such written notice. In the event the increase is greater than 3% of the then current Service Fees the Customer may terminate the Agreement within thirty days of the effectiveness of such price increase with a thirty (30) day written notice delivered to Goki.

7.5 **Base Currency.** Amounts payable by the Customer in connection with the Services are payable in the currency specified in the Order Form.

7.6 **Exclusive of Fees and Taxes.** The Customer is responsible for paying any standard governmental duty, tax, levy or fees imposed on any transaction contemplated by the Agreement.

## 8 WARRANTIES

8.1 Each party warrants to the other party that:

- 8.1.1 it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
  - 8.1.2 it has the right, power and authority to enter the Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder;
  - 8.1.3 the execution of the Agreement by its representative has been duly authorised by all necessary corporate or organizational actions of the party; and
  - 8.1.4 it will abide by all applicable laws and regulations, including Data Protection Law in connection with the Agreement.
- 8.2 Subject to Section 8.3 and to the extent permitted by law, except as expressly set forth in the Agreement, the Hostel Hardware and Services are provided with no warranties, and Goki expressly excludes and disclaims any warranties under or arising as a result of the Agreement, whether express, implied or statutory.
- 8.3 Goki does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified, or which cannot be excluded, restricted or modified except to a limited extent, as between Goki and the Customer by law including liability under the *Competition and Consumer Act 2010* (Cth). However, where such statutory provisions apply, to the extent to which Goki is entitled to do so, Goki's liability will be limited at its option to:
- 8.3.1 in the case of a supply of goods:
    - 8.3.1.1 the replacement of the goods or supply of equivalent goods;
    - 8.3.1.2 the payment of the cost of replacing the goods or acquiring equivalent goods;
    - 8.3.1.3 the payment of the cost of having the goods repaired; or
    - 8.3.1.4 the repair of the goods; and
  - 8.3.2 in the case of services:
    - 8.3.2.1 the supply of the services again; or
    - 8.3.2.2 the payment of the cost of having the services supplied again.
- 8.4 To the extent permitted by law, the claims process and provisions in Section 4.2 will apply before Goki will elect to undertake one of the matters in Section 8.3.1 in relation to defective goods.
- 8.5 To the extent permitted by law, the following claims process will apply before Goki elects to undertake one of the matters in Section 8.3.2 in relation to defective services.
- 8.5.1 The Customer must send a claim in relation to defective services to the address specified in Section 4.2 within 30 days of being provided with those services, subject to the

Customer bearing the expense of claiming this warranty and provided full details of the defect in the services are provided to Goki.

8.5.2 The benefits to the Customer given by this warranty against defects are in addition to other rights and remedies of the Consumer under a law in relation to the services to which this warranty relates.

8.5.3 As required by the Australian Consumer Law, Goki states the following to the Customer: Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are, where entitled by operation of mandatory applicable law:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

8.5.4 You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

## 9 OWNERSHIP OF INTELLECTUAL PROPERTY

9.1 **Ownership Rights.** Goki or its suppliers (as applicable) owns all Intellectual Property rights in connection with and in all versions of the Services and the Hostel Hardware and all software and technology used to provide the Services and the Hostel Hardware, including all related Intellectual Property and industrial property rights and all derivative works based on the foregoing, including but not limited to modifications or derivative works created at the request or suggestion of the Customer or a Designated User. The Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by the Agreement.

9.2 **Feedback.** The Customer and Designated Users may provide Feedback to Goki with respect to its products and services. Feedback is voluntary and Goki is not required to hold it in confidence. Goki may use Feedback for any purpose without obligation of any kind to the Customer or Designated Users.

## 10 DATA PROTECTION

10.1 The Customer and Goki acknowledge and agree that in providing the Services under the Agreement Goki processes Customer Personal Data on behalf of the Customer. This Section 10 sets out Goki's data processing obligations to the Customer when it processes Customer Personal Data on behalf of the Customer. Details of the applicable processing activities which may arise (including categories of personal data and data subjects) are described the Appendix A.

10.2 The Customer warrants and undertakes to Goki that:

10.2.1 it has lawful grounds and all necessary and/or appropriate privacy notices in place for instructing Goki to process the Customer Personal Data on Customer's behalf;

10.2.2 it has all necessary consents and notices in place to enable lawful transfer (including international transfers) of Customer Personal Data to Goki for the duration and purposes of the Agreement;

10.2.3 the processing of Customer Personal Data by Goki, in accordance with and as contemplated by the Agreement, will not contravene Data Protection Law; and



- 10.2.4 it will comply at all times with Data Protection Law.
- 10.3 Where Goki processes Customer Personal Data as a processor on behalf of the Customer under the Agreement Goki will:
- 10.3.1 process Customer Personal Data only in accordance with the Customer's documented written instructions, including with regard to transfers of personal data to a third country, or as required by applicable law (in which case, Goki shall, in so far as it is practicable to do so, give the Customer reasonable notice of such requirement). The Customer instructs Goki to process the Customer Personal Data to perform the Services and as required by the Agreement. These instructions are the Customer's complete and final instructions to Goki for the processing of Customer Personal Data, and Goki shall not be bound by additional or alternate instructions except pursuant to the parties' mutual written agreement;
  - 10.3.2 notify the Customer if, in its opinion, an instruction from the Customer infringes Data Protection Law, provided that any such notification will not relieve the Customer from its own obligations to provide lawful instructions and is not legal advice or guidance. Goki makes no warranty or representation regarding any such notice (express or implied);
  - 10.3.3 taking into account the state of the art, costs of implementation and the nature, scope, context and purposes of processing, Goki will implement appropriate technical and organizational measures necessary to meet the requirements of Article 32 of the GDPR;
  - 10.3.4 ensure the Goki staff authorized to process Customer Personal Data are subject to appropriate confidentiality obligations;
  - 10.3.5 be entitled to engage sub-processors, including any cloud service providers, to process Customer Personal Data. Goki will: (i) take reasonable steps to ensure that equivalent requirements to those set out in this Section 10.3 are imposed on any sub-processor(s) through a written agreement; (ii) remain liable to Goki for the performance of the sub-processor's obligations; and (iii) where applicable, provide to the Customer reasonable prior notice of any addition or replacement of such sub-processors. The Customer shall be entitled to object to the appointment of a sub-processor, in which case the parties shall discuss the reason for the objection. In the event that the parties cannot resolve the objection, the Customer shall be entitled to terminate the Agreement and shall pay all amounts currently owed Goki within thirty (30) days of such termination of the Agreement;
  - 10.3.6 taking into account the nature of the processing and the information available to Goki, reasonably assist the Customer to fulfil the Customer's obligations under Data Protection Laws: (i) to respond to data subjects' requests to exercise their rights; and (ii) with respect to security, data protection impact assessments, data breach notifications and consultations with data protection supervisory authorities (provided at all times that any costs incurred by Goki in connection with such assistance provided in connection with providing such assistance shall be discharged in full by the Customer);
  - 10.3.7 where Goki ceases to provide services relating to data processing Goki will: (i) at the choice of the Customer, delete or return all such Customer Personal Data to the Customer; and (ii) delete all existing copies of the Customer Personal Data unless applicable law requires storage of the Customer Personal Data;
  - 10.3.8 make available to the Customer such information as the Customer reasonably requests and Goki is reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by the Customer (or agreed auditors other than any

competitor of Goki ), as is necessary to demonstrate the Customer's compliance with its obligations set out in this Section, provided that the Customer: (i) will give reasonable notice of any audit, (ii) will ensure that any audit takes place during normal business hours for Goki and does not disrupt Goki's business operations, (iii) will ensure that agreed auditors (if any) are bound by appropriate (in Goki's opinion) confidentiality obligations to protect Goki's confidential information, (iv) will be fully liable for any associated costs (including those of Goki ), and (v) will not undertake such audits more than once per year, unless otherwise required by Data Protection Law; and

- 10.3.9 notify the Customer without undue delay after becoming aware of any personal data breach involving Customer Personal Data.
- 10.4 The Customer acknowledges and agrees that Goki is located in Australia and that Customer Personal Data may be transferred to Australia in connection with the provision of the Services. In addition, the Customer acknowledges and agrees that the Customer Personal Data may be transferred to other locations outside of the European Economic Area in connection with the provision of the Services. In certain circumstances these transfers of the Customer Personal Data may be restricted under Data Protection Law, in which case the parties shall put in place appropriate safeguards to ensure compliance with those restrictions. In connection with this, the Customer agrees that when requested to do so by Goki, it shall execute the appropriate EU Commission approved standard contractual clauses for transfers of Customer Personal Data from the EEA to third countries, as data exporter with Goki as the data importer entity.
- 10.5 The Customer shall indemnify and keep indemnified Goki against any liability, fines, claims, demands, expenses and costs (including reasonable legal fees) arising as a result of:
- 10.5.1 any breach by the Customer of its obligations under Data Protection Law; and/or
- 10.5.2 Goki acting in accordance with any direction, instruction, policy or procedure of the Customer.
- 10.6 Goki shall be entitled to relief from liability for any failure to comply with its obligations under the Agreement (including any failure to perform the Services) to the extent that such failure results from a claim or complaint made by a data subject or a supervisory authority with regards to Goki's processing of Customer Personal Data to the extent that such actions result from instructions received from the Customer.
- 10.7 The parties acknowledge and agree that Goki is entitled to compile, collect, copy, modify, publish and use anonymous and aggregate data generated from or based on the Customer Personal Data for analytical and other business purposes and to share such data with its Affiliates for similar analytical and other business purposes.

## 11. TERM AND TERMINATION - SERVICES

- 11.1 **Minimum Term and Renewal Terms.** The minimum term (the "**Minimum Term**") of the Agreement for the provision of the Services for each Hostel Property is twenty four (24) months and shall begin on the date the Services are put into commercial use by the Customer at a Hostel Property. Thereafter, the Agreement shall automatically renew for successive twelve (12) month terms (each a "**Renewal Term**") in respect of each Hostel Property. During a Renewal Term the Customer may terminate the Agreement for a Hostel Property on sixty (60) days written notice without penalty.
- 11.2 **Termination for Convenience during the Minimum Term - Termination Fees.** The Customer may terminate the Agreement during the Minimum Term in respect of a Hostel Property on sixty (60) days written notice without cause. In case of termination, the Customer shall pay to Goki within thirty (30)

days of the effective termination 100% of the Service Fees that would be payable from the effective date of termination until the expiry of the Minimum Term had the Agreement not been terminated in respect of that Hostel Property. The Customer acknowledges and agrees that termination fees payable by the Customer are a genuine and reasonable pre estimate of loss on the part of Goki where the Customer terminates the Agreement in respect of a Hostel Property during the Minimum Term and that Goki has provided the Services at the Fees specified in the Order Form on the basis of the Customer agreeing to the Minimum Term and to paying termination fees in the amount specified above should the Customer terminate the Agreement during the Minimum Term.

- 11.3 **Termination for Cause.** The Agreement may be terminated forthwith on written notice for the following causes: (i) if a party is in default of its obligations and fails to cure default within thirty (30) days after receiving a written notice; (ii) if a party becomes insolvent, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or assets; or (iii) if a party ceases its usual operations for three (3) consecutive days.
- 11.4 **Termination for Amendment to the Terms and Conditions for Hostel Hardware and Services.** To the extent permitted by mandatory applicable law, the Customer may terminate the Agreement prior to the effective date of a change made to the Terms and Conditions for Hostel Hardware and Services in accordance with the scheme provided for in the definition of that term in Section 1.1 where such change would operate to the verifiable commercial detriment of the Customer.
- 11.5 **Consequences of Termination.** Upon expiration or termination of the Agreement the Customer will no longer be able to access and use the Services and the rights and obligations under the Agreement that by their nature should survive (such as obligations of confidentiality, warranties, and indemnification) will remain in effect.

## 12. INFRINGEMENT INDEMNITY

- 12.1 Goki will indemnify the Customer from and against all third-party damages, liabilities (including reasonable legal fees), penalties and fines (“**Losses**”) to the extent arising out of any claim, suit, demand, action, investigation or proceeding brought by a third party (“**Claim**”) alleging that the use of the Services infringes any Australian, European Union member state, United Kingdom, or United States patent, copyright or trade mark rights.
- 12.2 If the Services are, or in Goki’s reasonable opinion is likely to become, the subject of a Claim, then Goki may, at its option, either: (i) procure for the Customer the right to continue using the Services; (ii) modify the Services to be non-infringing and substantially equivalent in functionality; (iii) replace the Services with substantially equivalent non-infringing material; or (iv) remove access to the Services and refund to the Customer all fees and sums paid by it in respect thereof.
- 12.3 Goki shall have no liability for or any obligation to defend any Claim that relates to any modifications to the Services or relates to any use of the Services not in compliance with the Agreement.
- 12.4 To the extent permitted by law, this Section 12 states the entire liability of Goki with respect to any claim of Intellectual Property infringement arising pursuant to the Agreement.

### **13 LIMITATION OF LIABILITY**

- 13.1 To the maximum extent permitted by applicable law, neither party will be liable for any indirect, special, incidental, consequential, exemplary, or punitive damages, or for damages for lost profits, lost revenue, or costs of procurement of substitute goods or services, however caused and under any theory of liability, including but not limited to contract or tort (including products liability, strict liability, and negligence), and whether or not such party was or should have been aware or advised of the possibility of such damage.
- 13.2 To the maximum extent permitted by applicable law each party's aggregate liability for direct damages under the Agreement (cumulatively) shall not exceed the amount actually paid by the Customer to Goki in the prior 12-month period.
- 13.3 Notwithstanding the foregoing, the above exclusions and limitations of liability will not apply to: (i) either party's indemnification obligations; (ii) either party's breach of its confidentiality obligations; or (iii) either party's gross negligence, fraud or intentional misconduct.

### **14 CONFIDENTIAL INFORMATION**

- 14.1 Each party agrees: (i) to maintain the other party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to third parties; and (iii) not to use such Confidential Information for any purpose other than to perform its obligations under the Agreement. Each party may disclose the Confidential Information of the other party to its employees and consultants who have a bona fide need to know such Confidential Information for the purpose of performing its obligations under the Agreement, provided each such employee and consultant has executed a written agreement that contains use and nondisclosure restrictions at least as protective as those in the Agreement. This Section 14.1 will not restrict a party from disclosing the other party's Confidential Information to the extent required by law or regulation; provided that the party required to make such disclosure uses reasonable efforts to give the other party advance notice of such disclosure to enable the other party to prevent or limit such disclosure. Subject to the foregoing, the existence and terms of the Agreement may not be disclosed by either party without the other party's prior written consent.
- 14.2 The receiving party's obligations in Section 14.1 will not apply to the extent any Confidential Information: (i) was known, without restriction as to use or disclosure, by the receiving party prior to receiving such information from the disclosing party; (ii) is now or hereafter becomes generally known or available to the public, through no act or omission of the receiving party; (iii) is rightfully acquired by the receiving party from a third party who has the right to use and disclose it; or (iv) is independently developed by the receiving party without access to any Confidential Information of the disclosing party.
- 14.3 At the disclosing party's request, the receiving party will promptly destroy and/or return to the disclosing party all tangible items and embodiments containing or consisting of the disclosing party's Confidential Information and all copies thereof (including electronic copies). At the disclosing party's request, an officer of the receiving party must provide a certificate certifying the receiving party's compliance with the foregoing.

### **15. PUBLIC ANNOUNCEMENT**

- 15.1 Goki may use the Customer's name(s) and/or brand names(s), image(s), logo(s) or likeness for identifying the Customer's company as a customer in public relations, print and online marketing, sales or promotion purposes. The Customer grants Goki the right to announce the relationship with a press release upon contract signing. The Customer retains the right of ownership of all name(s) and/or brand name(s) and will have the right to pre-approve quotes or text endorsements, not to be unreasonably withheld, prior to public distribution. The Customer hereby grants to Goki a

worldwide, non-exclusive, royalty-free, fully paid-up right and license to use the Customer's name and mark(s) for purposes contemplated by this Section 15.1.

- 15.2 The Customer may use Goki's name(s) and/or brand names(s), image(s), logo(s) or likeness for identifying Goki as a service provider to the Customer in public relations, print and online marketing, sales or promotion purposes. Goki grants the Customer the right to announce the relationship with a press release upon contract signing. Goki retains the right of ownership of all name(s) and/or brand name(s) and will have the right to pre-approve quotes or text endorsements, not to be unreasonably withheld, prior to public distribution. Goki hereby grants to the Customer a worldwide, non-exclusive, royalty-free, fully paid-up right and license to use Goki's name and mark(s) for the purposes contemplated by this Section 15.2.

## 16. NON-RESTRICTIVE RELATIONSHIP

- 16.1 For the avoidance of doubt, nothing in the Agreement will be construed to restrict or prevent in any way Goki or any of its Affiliates from promoting, distributing or making available accommodation booking services and/or tourist activities on or through any digital means whatsoever or on or through any mobile application technology owned or controlled by Goki.

## 17. GENERAL PROVISIONS

- 17.1 Neither party may assign, transfer, or delegate any right, duty, or obligation hereunder to any third party without written pre-approval of the other party. In the case of: (i) an assignment or transfer in connection with the sale of substantially all of the assets or business of a party, or the acquisition, merger, or other change of control transaction involving a party; or (ii) an assignment by a party to any of its Affiliates, such written pre-approval must not be unreasonably withheld or delayed. Any attempt to assign the Agreement in violation of this Section 17.1 will be void.
- 17.2 A party will be excused from a delay in performing, or a failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include acts of God, war, riot, power failures, fires, and floods (referred to as a "Force Majeure Event"). In such event, the performance times will be extended for a period of time equivalent to the time lost due to the Force Majeure Event. In order to avail itself of the foregoing relief, the affected party must act with due diligence to remedy the cause of, or to mitigate or overcome, such delay or failure.
- 17.3 The Agreement supersedes all prior written agreements between the parties regarding the subject matter of the Agreement.
- 17.4 Except for (i) amendments to these Terms and Conditions for Hostel Hardware and Services which may be made in accordance with the scheme provided for in the definition of that term in Section 1.1 and (ii) Goki's right to increase Service Fees in accordance with Section 7.4, the Agreement may not be altered or amended except by an express written agreement signed by both parties.
- 17.5 Any failure by either party to enforce or require the other party's compliance with any of the terms of the Agreement shall not constitute a waiver of such terms, and only a written instrument executed by the party expressly waiving compliance may waive any terms of the Agreement.
- 17.6 If any provision of the Agreement is held invalid by applicable law, court, or arbitrator, such provision will be enforced to the maximum extent permissible to effect the intent of the parties, and such invalidity will not affect the enforceability of any other terms of the Agreement.

- 17.7 The parties are acting as independent contractors, and nothing in the Agreement shall create or be construed as creating a partnership, joint venture, or agency relationship. Neither party shall have the authority to bind the other party in any respect.
- 17.8 All notices called for by the Agreement will be deemed to be given immediately if made to the email address provided and then confirmed by written notice sent by registered post to the physical address provided.
- 17.9 The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.
- 17.10 A signed or electronically signed copy of the Agreement, and the Agreement delivered by e-mail or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.
- 17.11 The Agreement is governed by, and shall be construed in accordance with, the laws of New South Wales, Australia. The courts of New South Wales have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Agreement (“**Proceedings**”) and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of that State. Each party irrevocably waives any objection which it might at any time have to the courts of New South Wales being nominated as the forum to hear and decide any Proceedings and agrees not to claim that the courts of New South Wales are not a convenient or appropriate forum.
- 17.12 GST:
- 17.12.1 In this Section 17.12: (i) “**GST**” means the tax imposed by the *A New Tax System (Products and Services Tax) Act 1999* (Cth) and the related imposition acts of the Commonwealth; (ii) “**GST Amount**” means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a taxable supply) by the appropriate rate of GST; (iii) “**Payment**” means the amount of any monetary consideration (other than a GST Amount payable under this Section), or the GST exclusive market value of any non-monetary consideration, which is paid or provided by one party to another for any supply made under or in connection with this Agreement and includes any amount payable by way of indemnity, reimbursement, compensation or damages; and (iv) expressions used which are not otherwise defined have the meanings given in the GST Law.
- 17.12.2 All Payments have been set or determined without regard to the impact of GST.
- 17.12.3 Subject to Section 17.12.5, if the whole or any part of a Payment by a party (including amounts referred to in Section 17.12.4) is the consideration for a taxable supply, the GST Amount in respect of the Payment must be paid to the supplier of the taxable supply as an additional amount, at the same time and in the same manner as the Payment is otherwise payable or as otherwise agreed in writing.
- 17.12.4 If a Payment due under this Agreement is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the Payment will exclude any GST forming part of the amount to be reimbursed or indemnified to the extent to which the other party can claim an input tax credit.
- 17.12.5 A party’s obligation to make payment under Section 17.12.3 is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- 17.12.6 Where the supplier has become subject to any penalties or interest because of a late payment by the supplier to the Australian Taxation Office of any GST Amount and that late payment is a result of the failure of the recipient to comply with the terms of this Section 17.12, the recipient must pay to the supplier an additional amount on demand equal to the amount of those penalties and interest.

- 17.12.7 The recipient must indemnify the supplier on demand in respect of all loss or damage arising from a breach by the recipient of its obligations under this Section 17.12.
- 17.13 Goki may, without consulting the Customer or any other person, at any time pass collection of any payments (including payment of any termination fees) due under the Agreement to another organisation or debt collection agency.

## **Appendix A**

### **Data Processing**

Details of the processing of personal data undertaken by Goki are as outlined below:

#### **1. Subject-matter and duration of the data processing**

In order to provide the Services to the Customer under the Agreement, Goki shall process the Customer Personal Data.

Subject to the provisions of Section 10.3.7, Goki shall continue to process the Customer Personal Data for the duration of the term of the Agreement unless otherwise agreed in writing.

#### **2. Nature and purpose of the data processing**

The nature and purpose of the processing is to provide the Customer with an internet connected hostel door security product, and related hostel guest management platform, guest management mobile application, systems and/or technologies.

#### **3. Type(s) of personal data and categories of data subjects**

The categories of data subject whose personal data is processed shall include guests of the Customer and staff of the Customer who access the Services. Data subjects may also include third party contractors and suppliers. The Customer Personal Data to be processed by Goki in providing the Services may include:

- Name
- Gender
- Age
- Nationality
- Email address
- Photograph
- Passport copy
- Guest conversation history
- Booking information

The obligations and rights of the Customer are as set out in the Agreement.