

Schedule 1. - Definitions

“Acceptable Use Policy” means a set of guidelines regarding the use of Mews Services. Available at <https://www.mews.com/en/terms-conditions/acceptable-use-policy>; Acceptable Use Policy is incorporated by reference into the Master Terms and Conditions and shall form an integral part of the Master Terms and Conditions.

“Affiliate(s)” means with respect to an entity, the “Affiliate” is any other entity directly or indirectly controlling, controlled by, or under direct or indirect common control by the initial entity. An entity controls another entity if such entity, directly or indirectly, either owns (i) 20% or more of the shares having ordinary voting rights for the election of directors of such entity; or (ii) the power to direct or cause the direction of management or policies of the other entity, whether through the ownership of voting securities, by contract, or otherwise.

“Agreement” means Cooperation Agreement, any other agreement concluded between Mews and Partner based on which Mews Services shall be provided by Mews to the Partner, Merchant Agreement, or any other agreement based on which Payment Processing Services shall be facilitated for the Partner by Mews; by concluding the Agreement Mews and Partner agree to be bound by these Master Terms and Conditions.

“Confidential Information” means technical and non-technical information including patents, copyright, trade secrets, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software, source documents, and information about current, future and proposed products and services, research, experimental work, development, design details and specifications, engineering, and any other information marked “confidential” or “proprietary” or which the recipient knows or has reason to know that the information shall be deemed confidential; for the avoidance of doubt, this term does not include any information that the receiving party may demonstrate by its written records: (i) was known to it prior to its disclosure by the disclosing party; (ii) is or has come into the public domain through no violation of confidentiality obligations; (iii) has been rightfully received from a third party authorised to make such disclosure; (iv) has been independently developed by the receiving party; (v) has been approved for release with the written authorisation of the disclosing party; or (vi) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

“Cooperation Agreement” means agreement concluded between Mews and Partner based on which Mews Services shall be provided by Mews to the Partner, including all schedules and other documents appended thereto by reference.

“Customer” means person requesting, being provided, or having been provided with Partner Services regardless of whether or not registered with Mews Platform.

“Customer Fees” Fees payable for Provided Partner Services by Customers (as determined by the respective Partner) and available on the Mews Platform, including any Merchant Fees payable to Mews.

“Documentation” means user manuals, guides, technical documentation, technical requirements, and FAQs designed for some or all Mews Services that may be made available to the Partner by Mews.

“Facility(-ies)” means hotel, hostel or any other facility operated by the Partner as specified in the Agreement.

“Fees” means Platform Fees, Merchant Fees, fees for installation, onboarding and/or training, and any other fees payable by the Partner for Mews Services or any other services specified in the Agreement.

“Force Majeure Event” means event beyond control of either Party, including, without limitation to, failure of power grid, failure of the Internet, natural disaster, weather event, war, riot, insurrection, epidemic, strikes, floods, acts of terror, a third party breach, failures, downtime, or delays by an internet service provider or Hosting Provider, or labour action, terrorism, denial of service attacks or other events beyond such Party's reasonable control.

“Hosting Platform” means the Microsoft Azure hosting solution or other hosting platform as notified by Mews to the Partner from time to time.

“Hosting Provider” means Microsoft Corporation or other provider of hosting for Mews Services as notified by Mews to Partners from time to time.

“Legislation” means all generally binding legal regulations of the country of registration of Mews and of the European Union, provided that such regulation directly and/or indirectly applies to the Parties' legal relationships or Mews Services.

“Listing” means Partner Services made available by the Partner to Guests via Mews Platform.

“Master Terms and Conditions” means the current version of the Master Terms and Conditions including all schedules and other documents appended thereto by reference, which are also available on the relevant Mews website and may be amended from time to time by Mews. Any reference to General Terms and Conditions for Partners in the Agreement signed prior to the 1st of May 2021 (if applicable) shall be read as the reference to these Master Terms and Conditions.

“Member” means Member as defined in the Merchant Terms.

“Merchant Agreement” means Merchant Agreement as defined in the Merchant Terms.

“Merchant Fees” means Merchant Fees as defined in the Merchant Terms.

“Merchant Terms” means Merchant Terms available at <https://www.mews.com/en/products/merchant/terms-conditions>

“Mews” means Mews' Affiliate, specified as the contracting party in the Agreement.

“Mews Account” means an account created for the Partner on the Mews Platform in order to access Mews Services.

“Mews Add-on” means product(s) operated directly by Mews and available via Mews Marketplace or via another means as offered by Mews.

“Mews Marketplace” means user interface at which Mews makes available Mews Add-on, Third-Party Marketplace Product or any other product(s) to the Partner.

“Mews Platform” means a software property management platform made available by Mews to the Partner based on the Agreement, as part of the Mews Services.

“Mews Services” means services provided by Mews to the Partner through the Mews Platform including, inter alia, facilitation of the accommodation booking process or any other Partner Services to the Customer, Reselling, installation, training, facilitation of Payment Processing Services based on the Merchant Agreement and any other services provided or facilitated by Mews based on the Agreement.

“Party” or “Parties” refers to both Mews and the Partner, individually, or Mews and the Partner jointly.

“Partner” means accommodation or other services provider or any other entity using the Mews Platform, based on the Agreement with Mews or whoever uses services provided by Mews.

“Payment Processing Services” means Payment Processing Services as defined in the Merchant Terms.

“Platform Fees” means any fees agreed upon for the use of the Mews Platform, as specified in the Agreement.

“Provided Partner Service” means Partner Service ordered by Customer, as evidenced in the Mews Platform, which has not been cancelled prior to consumption, notwithstanding such service was duly provided. Alternatively, Partner Service ordered and cancelled any time before consumption if the total number of previously cancelled orders has already exceeded 5% of all Provided Partner Service orders within the same month.

“Reselling” or “Reseller” means services provided by Mews to the Partner using the Mews Platform, where the agreement on the provision of services is concluded between the Customer and Mews but Partner Service is honoured by Partner for the benefit of Customers.

“Partner Service(s)” means accommodation or other service that is published, offered, or provided by the Partner to Customers via the use of Mews Services, or in any other way with the assistance of Mews.

“Payment Services Provider” means payment Services Provider as defined in the Merchant Terms.

“Starting Date” means the date of commencement of the provision of Mews Service being the day that login details for the Mews Platform are issued, unless otherwise agreed upon in the Agreement.

“Sub-Merchant Account” means Sub-Merchant Account as defined in the Merchant Terms.

“Term” means the term of the Agreement, as specified in clause 14.1. of the Master Terms and Conditions.

“Terms of Hosting” means the Service Agreement & Terms (available at <https://azure.microsoft.com/en-us/support/legal>) or other terms of the Hosting Provider (Microsoft Azure).

“Territory” means territory defined in the Agreement.

“Third-Party Marketplace Product” means software or services where the provider is the third party and are available via Mews Marketplace or via another means as offered by Mews; for the avoidance of doubt, Third Party Marketplace Product may be resold by Mews via Mews Marketplace or may be enabled or paid for through a third-party provider's website.