

## SUPPLIER TERMS & CONDITIONS

These Terms apply to each Participation Agreement entered into by LodgeLink and the Supplier. The applicable LodgeLink contracting entity, Supplier entity, Supplier Location and commercial terms shall be identified in the applicable Participation Agreement. The governing law and jurisdiction shall be determined in accordance with Clause 18 unless expressly modified in the Participation Agreement.

### 1. DEFINITIONS

*In these Supplier Terms & Conditions ("**Terms**"), the following definitions apply:*

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| <b>Accommodation</b>           | The provision of living quarters and ancillary services and amenities at the Property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Applicable Laws</b>         | Means all applicable federal, national, provincial, state, territorial, municipal and local laws, statutes, regulations, rules, ordinances, codes, orders, guidance having the force of law, and common law or equitable principles applicable to a party, the Property, the Accommodation, a Booking, Taxes, Personal Information, the Service, or the performance of obligations under these Terms, including Applicable Privacy Laws, anti-bribery and corruption laws, sanctions and trade control laws, consumer protection laws, competition and fair trading laws, tax laws, accessibility and public accommodation laws, employment and labor laws, health and safety laws, and lodging, hotel, occupancy and tourism laws.                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Applicable Privacy Laws</b> | Means all privacy, data protection, data security, cybersecurity, breach notification, electronic communications, anti-spam and consumer data protection laws applicable to a party, the Property, the Accommodation, a Booking, Personal Information, or the performance of obligations under these Terms, including, as applicable: (a) in Canada, the Personal Information Protection and Electronic Documents Act, SC 2000, c 5, and any substantially similar provincial privacy legislation, health privacy legislation, breach notification requirements, and Canada's anti-spam legislation; (b) in the United States, all applicable federal and state privacy, data security, breach notification, consumer protection, electronic communications and anti-spam laws, including applicable requirements of the Federal Trade Commission Act and state consumer privacy laws; and (c) in Australia, the Privacy Act 1988 (Cth), the Australian Privacy Principles, the Spam Act 2003 (Cth), and any other applicable Commonwealth, State or Territory privacy, data protection, data security or electronic communications laws. |
| <b>Booking</b>                 | A reservation for Accommodation made by LodgeLink (either via GDS or manually) and agreed to by the Supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Booking Price</b>           | The total amount payable by LodgeLink to the Supplier in respect of the Accommodation as set out in a Booking, including all applicable Taxes and like fees. The Booking Price does not include any fees or surcharges that LodgeLink may charge the Customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Business Day</b>            | Means a day other than a Saturday, Sunday or statutory holiday in the jurisdiction of the recipient's notice address, unless the applicable Participation Agreement specifies another jurisdiction for this purpose.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Customer</b>                | A customer or representative of a customer who uses the Accommodation pursuant to a Booking.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Damages</b>                 | Liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against a party).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>GDS</b>                     | Global Distribution System (e.g. Sabre), through which LodgeLink may make live/instant Bookings using the Supplier's published rates and availability.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Governing Jurisdiction</b>  | Means the jurisdiction determined in accordance with Clause 18.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Participation Agreement</b> | The participation agreement entered into between LodgeLink and the Supplier incorporating these Terms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Personal Information</b>    | Means any information relating to an identified or identifiable individual, and includes "personal information", "personal data", "personally identifiable information" and equivalent terms under Applicable Privacy Laws.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Property</b>                | The property identified and described by the Supplier as agreed in writing between the parties, owned or operated by the Supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Property Details</b>        | Means details provided, uploaded, submitted, approved, authorized or otherwise made available by or on behalf of the Supplier to LodgeLink regarding the Property, including                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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| <b>Service</b>            | price, room type, amenities, images, policies, rules and regulations, cancellation terms, no-show terms, accessibility information, safety information, taxes, fees, charges, availability information, and terms and conditions, and forms part of the Supplier Materials.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Supplier Location</b>  | The marketplace for unutilized inventory of workforce accommodation operated by LodgeLink, including the LodgeLink Website.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Supplier Location</b>  | Means the jurisdiction of the Supplier's principal place of business as set out in the Participation Agreement or, if no such jurisdiction is set out, the jurisdiction of the Supplier's registered office or equivalent corporate registration address, as determined by LodgeLink acting reasonably.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Supplier Materials</b> | Means all materials, information, content, data, text, descriptions, rates, prices, fees, Taxes, availability information, room types, amenity descriptions, Property rules, policies, cancellation terms, no-show terms, accessibility information, safety information, images, photographs, videos, logos, trade names, trademarks, service marks, links, documents, and other materials or information that are provided, uploaded, submitted, approved, authorized or otherwise made available by or on behalf of the Supplier to LodgeLink, a Customer, or the Service in connection with the Property, Accommodation, a Booking, the Participation Agreement or these Terms, including the Property Details and Photographs. Supplier Materials exclude: (a) LodgeLink's intellectual property; (b) content created solely by LodgeLink without reliance on materials or information provided by or on behalf of the Supplier; and (c) publicly available information not provided, approved or authorized by or on behalf of the Supplier. |
| <b>Taxes</b>              | Means all applicable federal, national, provincial, state, territorial, municipal, local or other sales, use, goods and services, harmonized sales, value-added, excise, accommodation, lodging, hotel, occupancy, room, tourism, destination marketing, development and similar taxes, levies, fees, duties, charges and assessments resulting from, imposed on, or payable in connection with a Booking, the Booking Price, the Property, the Accommodation or the Supplier's performance under these Terms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Term</b>               | Begins on the effective date of the Participation Agreement until these Terms are terminated pursuant to Clause 12(a).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Website</b>            | www.lodgelink.com.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## 2. ACCESS TO THE SERVICE

- (a) By providing, uploading, submitting, approving, authorizing or otherwise making available Supplier Materials to LodgeLink, the Supplier agrees that LodgeLink may display, use and make available such Supplier Materials on or through the Service, including the Website, in accordance with Clause 6 and Clause 10.
- (b) Booking Prices provided by the Supplier to LodgeLink will be net, non-commissionable.
- (c) LodgeLink makes no representation and gives no warranty, express or implied, as to the functionality, availability, use, operation or any other aspect of the LodgeLink Website.
- (d) **Supplier responsibilities regarding Supplier Materials:** The Supplier is responsible for ensuring that all Supplier Materials remain accurate, complete, current and not misleading or deceptive in any way. Without limiting the foregoing, the Supplier must ensure that the Supplier Materials disclose any circumstances that materially reduce the amenity, accessibility, safety, availability or suitability of the Property during a particular period, including construction, renovations, reduced services, reduced site accessibility, health or safety issues, or material changes to amenities. The Supplier Materials must include any rules, restrictions, policies, fees, Taxes, cancellation policies, no-show policies and other terms applicable to the Property, Accommodation or Booking.
- (e) The Supplier will ensure that any Supplier Materials provided to LodgeLink for upload to the LodgeLink Website are secure and will not cause any damage to the Service.
- (f) **Compliance with laws:** The Supplier represents and warrants that the Accommodation and Property are and will be managed, delivered and operated in accordance with Applicable Laws. LodgeLink will operate the Service in accordance with Applicable Laws.
- (g) **Jurisdiction specific compliance:** Without limiting the generality of the foregoing, the Supplier is solely responsible, at its cost, for ensuring that the Property, Accommodation, Supplier Materials, Booking fulfilment, taxes, fees, permits, licenses, policies, guest rules, cancellation terms, no-show terms, accessibility standards, health and safety standards, and collection, use, retention, disclosure and safeguarding of Personal Information comply with Applicable Laws in the Governing Jurisdiction and in each jurisdiction in which the Property or Accommodation is located. The Supplier shall promptly notify LodgeLink of any legal, regulatory, licensing, tax, accessibility, safety, privacy or operational requirement that could affect LodgeLink, a Customer, the Service, a Booking, the Booking Price, or LodgeLink's ability to resell or facilitate Accommodation.

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### 3. BOOKINGS

- (a) The Supplier represents and warrants that it holds all necessary licenses, permits, authorities and consents to fulfil Bookings and provide Accommodation. The Supplier is solely responsible for ensuring that the Property is safe, accessible, well maintained, has proper emergency evacuation routes, and that the Supplier's personnel are trained in emergency procedures.
- (b) LodgeLink may make Bookings via the GDS (e.g. Sabre) as live/instant bookings using the Supplier's published rates and availability, or manually by email or any other mutually agreed method. For GDS Bookings, the Supplier's connection via the GDS constitutes confirmation. For manual Bookings, LodgeLink will request and the Supplier will confirm by email or other agreed method.
- (c) With regard to each Booking, LodgeLink will purchase the Accommodation from the Supplier for resupply and sell it to the Customer as set out in the Booking. The Supplier will supply and fulfil all elements of the Booking to the Customer. The Supplier shall receive all relevant information as provided to LodgeLink by the Customer.
- (d) Except where the Property is a modular remote workforce accommodation lodge ("**Lodge**"), it is the responsibility of the Supplier to take a deposit or credit card imprint upon arrival of the Customer and to collect any further charges incurred during the stay, including incidentals, use of mini-bar, laundry, non-included restaurant charges and telephone bills ("**Additional Charges**"). LodgeLink will not be liable to the Supplier for any such Additional Charges.
- (e) Where the Property is a Lodge, any incidental charges incurred by the Customer for the duration of the Booking shall be included in the invoice/folio.
- (f) If the Supplier fails to provide the Customer with any or all elements of a Booking due to any action of the Supplier or its personnel, including overbooking, LodgeLink may provide the affected Customer(s) with: (i) alternative service of equal or superior classification at an alternative property; and (ii) travel costs to and from such alternative service, at no charge. The Supplier will indemnify LodgeLink for any Damages reasonably incurred as a result of having to re-accommodate the Customer.
- (g) If a Customer does not check in or out for their Booking, the Supplier shall send any outstanding invoices to LodgeLink as soon as reasonably practicable from the check-in/out date, or as otherwise agreed by the parties in writing.
- (h) The Supplier may not, directly or indirectly, use Personal Information collected through a Booking except to the extent necessary to satisfy that Booking and, in any event, in compliance with Applicable Laws. The Supplier shall fulfil each Booking in accordance with the applicable Supplier Materials, the Booking, the Participation Agreement and these Terms.

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### 4. PRIVACY, DATA PROTECTION AND SECURITY

- (a) Each party shall comply with Applicable Privacy Laws in connection with these Terms, the Participation Agreement, the Service and each Booking.
- (b) The Supplier shall use Personal Information received from or on behalf of LodgeLink solely to confirm, administer, fulfil, support, evidence and resolve the relevant Booking, to comply with Applicable Laws, and for no other purpose. The Supplier shall not sell, rent, disclose, commercialize, combine, profile, target, market to, or otherwise use such Personal Information for its own independent purposes, except with LodgeLink's prior written consent or as required by Applicable Laws. The Supplier acknowledges that Personal Information received from or on behalf of LodgeLink is disclosed for the limited business purpose of administering and fulfilling Bookings and is not sold, shared or disclosed for cross-context behavioral advertising, targeted advertising, profiling, list-building or independent marketing.
- (c) The Supplier shall implement and maintain reasonable administrative, technical, physical and organizational safeguards appropriate to the sensitivity of the Personal Information and designed to protect Personal Information against loss, theft, unauthorized access, unauthorized disclosure, copying, use, modification, destruction or other compromise.
- (d) The Supplier shall notify LodgeLink without undue delay, and in any event within forty-eight (48) hours after becoming aware, of any actual or suspected unauthorized access to, disclosure of, loss of, misuse of, or compromise of Personal Information received from or on behalf of LodgeLink or a Customer. The Supplier shall provide LodgeLink with all information and assistance reasonably requested by LodgeLink to investigate, mitigate, remediate and comply with any notice, reporting, recordkeeping or other obligation under Applicable Privacy Laws.
- (e) The Supplier shall not send marketing, promotional or other commercial electronic messages to any Customer using Personal Information obtained through the Service or a Booking unless LodgeLink has provided prior written consent and the Supplier has independently satisfied all consent, identification, unsubscribe and other requirements under Applicable Privacy Laws.
- (f) Upon LodgeLink's request, and in any event upon termination or expiry of the Participation Agreement, the Supplier shall securely return, delete or de-identify Personal Information received from or on behalf of LodgeLink, except to the extent retention is required by Applicable Laws or reasonably required to evidence

completion of Bookings, payment disputes, tax records or legal claims. Any retained Personal Information remains subject to this Clause.

- (g) The Supplier shall ensure that its personnel, subcontractors, service providers and systems that process Personal Information received from or on behalf of LodgeLink comply with obligations no less protective than those set out in these Terms. The Supplier remains responsible for all acts and omissions of such personnel, subcontractors and service providers.

## **5. PAYMENT**

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- (a) As soon as reasonably practicable from Customer(s) checkout, and in any event within three (3) Business Days or as otherwise agreed by the parties in writing, the Supplier shall provide LodgeLink with a valid invoice/folio for each Booking. The invoice/folio must provide the full details of the Booking including: (i) room rate charges; (ii) a detailed breakdown of any applicable fees; (iii) Taxes; (iv) if applicable, casual meals; and (v) any other charges. Where an invoice/folio applies to part of a Booking, it must reflect the Booking Price for that part.
- (b) All invoices, folios, receipts, tax invoices and supporting documentation issued by the Supplier must comply with Applicable Laws and must include all information reasonably required by LodgeLink to verify the Booking Price, applicable Taxes, exemptions, credits, refunds, adjustments and any Additional Charges. Without limiting the foregoing: (i) for Australian Suppliers, invoices must comply with applicable GST and tax invoice requirements under Australian law; (ii) for Canadian Suppliers, invoices must comply with applicable GST/HST, QST, PST, RST, accommodation, tourism, municipal and other tax requirements; (iii) for United States Suppliers, invoices must comply with applicable federal, state and local sales, use, lodging, occupancy, hotel, transient accommodation, tourism and similar tax requirements; and (iv) the Supplier shall provide LodgeLink with any tax registration number, exemption certificate, resale certificate, Form W-9, withholding form, business number, GST/HST/QST/PST registration number, ABN, ACN, or other tax documentation reasonably requested by LodgeLink. The Supplier is solely responsible for determining, collecting, reporting and remitting all Taxes applicable to amounts charged by the Supplier, except to the extent LodgeLink is required by Applicable Laws to collect, report or remit such Taxes. LodgeLink may withhold, deduct, self-assess or remit any Taxes or amounts that LodgeLink determines are required by Applicable Laws, and any such amounts shall be treated as paid to the Supplier to the extent remitted to the applicable taxing authority. The Supplier shall reasonably cooperate with LodgeLink to support exemptions, resale treatment, tax credits, refunds and other tax positions available under Applicable Laws. The Supplier shall not charge any Tax, fee, surcharge or levy to LodgeLink or any Customer unless such amount is disclosed in the Booking Price or otherwise approved in writing by LodgeLink.
- (c) Payments to the Supplier will be facilitated with a LodgeLink virtual credit card or upon invoicing terms.
- (d) In the event of a dispute regarding payments, any undisputed amount of the invoice will be remitted to the Supplier and the disputed amount will be retained by LodgeLink until the dispute is settled. The Supplier and LodgeLink shall each use all commercially reasonable efforts to settle any disputed invoice within twenty (20) Business Days. The Supplier must retain evidence of the Customer's stay (which may include a Customer registration card including signature) for each Booking following check-in. The Supplier must ensure that the name of the Customer checking-in matches the name on the Booking and must provide such information to LodgeLink on request.
- (e) LodgeLink shall have the right to set off any payments owed to the Supplier against any amounts owed by the Supplier to LodgeLink.
- (f) LodgeLink shall provide the Supplier with a virtual credit card for each Booking at the time the Booking is confirmed. The virtual credit card shall be valid and available for authorized charges beginning twenty-four (24) hours prior to the Customer's scheduled arrival date until thirty (30) days after the Customer's departure date, and for an amount sufficient to cover the Booking Price and any other authorized charges agreed to in the relevant Booking.
- (g) If any undisputed amount payable by LodgeLink to the Supplier remains unpaid for more than thirty (30) days after the Customer's departure date in respect of the relevant Booking, the Supplier may charge interest on the overdue undisputed amount from the day following the expiry of that 30-day period until payment is made in full, at a rate equal to the lesser of: (i) one percent (1%) per month; and (ii) the maximum rate permitted by Applicable Laws.

## **6. INTELLECTUAL PROPERTY RIGHTS**

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- (a) The Supplier must not, without the prior written consent of LodgeLink: (i) use the intellectual property of LodgeLink or its affiliates, including any trademarks or trade names of LodgeLink; or (ii) attempt to register or use as keywords any trademarks or trade names owned, used or controlled by LodgeLink or its affiliates. The Supplier acknowledges that it has not and will not acquire any proprietary rights or interest in or to the intellectual property of LodgeLink and will not challenge the ownership thereof.
- (b) The Supplier represents and warrants that it owns or has all rights, licenses, consents, permissions and authorizations required to provide, upload, submit, approve, authorize, make available and license the



Supplier Materials to LodgeLink and to permit LodgeLink to use the Supplier Materials in accordance with these Terms. The Supplier grants to LodgeLink and its affiliates a non-exclusive, worldwide, royalty-free license, irrevocable during the Term and for six (6) months following the end of the Term, to access, host, reproduce, display, transmit, publish, communicate, distribute, use and otherwise make available the Supplier Materials solely for the purpose of providing, operating, administering, supporting, improving, marketing and promoting the Service, the Property, the Accommodation and Bookings. LodgeLink may not sublicense the Supplier Materials except to its affiliates, service providers, contractors, technology providers, GDS providers, channel partners and other third parties reasonably required for the same purpose, provided that LodgeLink remains responsible for its use of the Supplier Materials in accordance with these Terms. LodgeLink must not modify the Supplier Materials in any material manner that would result in the Supplier Materials being misleading without the Supplier's prior written approval. All intellectual property rights of the Supplier in the Supplier Materials shall remain with the Supplier.

## **7. CONFIDENTIALITY**

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- (a) Except as necessary for the implementation of these Terms or as required by Applicable Laws, the Supplier undertakes that it shall not, at any time during the Term or after termination, divulge any information in relation to the affairs, business or methods of carrying on business of LodgeLink, the Service, or any other relevant or material fact pertaining thereto to any third-party to the extent that such information is not otherwise publicly available, was not independently developed by the Supplier without reference to LodgeLink's information (as evidenced by written records), already known by the Supplier (as evidenced by written records), or lawfully obtained from a third-party without any obligation of confidentiality. In the event the Supplier is compelled by subpoena, civil investigative demand or other regulatory order to divulge such information, the Supplier will notify LodgeLink (where not otherwise prohibited by law) so that LodgeLink may seek a protective order.
- (b) Except as necessary for the implementation of these Terms, the provision of the Service, or as required by Applicable Laws, LodgeLink undertakes that it shall not, at any time during the Term or after termination, divulge any confidential or proprietary information in relation to the affairs, business or methods of carrying on business of the Supplier or any other relevant or material fact pertaining thereto to any third-party to the extent that such information is not otherwise publicly available, was not independently developed by LodgeLink without reference to the Supplier's information (as evidenced by written records), already known by LodgeLink (as evidenced by written records), or lawfully obtained from a third-party without any obligation of confidentiality. In the event LodgeLink is compelled by subpoena, civil investigative demand or other regulatory order to divulge such information, LodgeLink will notify the Supplier (where not otherwise prohibited by law) so that the Supplier may seek a protective order.
- (c) The parties acknowledge and agree that the net rates and commercial terms included in the Supplier Materials are confidential and made available to LodgeLink by the Supplier solely for the purpose of enabling LodgeLink and its affiliates to offer Accommodation to their Customers through the Service or any affiliated travel platform. LodgeLink shall not publish, display, or otherwise make the Supplier's net rates available to the general public or to any third-party distribution channel outside of the travel booking platforms operated by LodgeLink and its affiliates. For clarity, this clause does not restrict LodgeLink's or its affiliates' ability to determine the rates, fees, mark-ups or any other amount they charge their Customers, nor the structure of any commercial offer made to their Customers, all of which remain at their sole discretion.

## **8. INDEMNIFICATION**

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- (a) Except to the extent caused by LodgeLink's material breach of these Terms, fraud, negligence or willful misconduct, the Supplier shall indemnify and hold harmless LodgeLink and its affiliates from and against all Damages, fines, penalties, assessments, interest, taxes, charges, refunds, credits, investigations, regulatory orders and third-party claims suffered or incurred by LodgeLink or its affiliates, whether directly or indirectly, arising out of or relating to:
  - the operation, ownership, management, condition, safety, accessibility or use of the Property or Accommodation;
  - personal injury, death, property damage, environmental conditions or pollution relating to the Property or Accommodation;
  - the Supplier Materials, including any inaccurate, incomplete, misleading or deceptive Supplier Materials or any claim that Supplier Materials infringe or violate intellectual property, privacy, publicity, personality, moral or other third-party rights;
  - the Supplier's failure to comply with Applicable Laws, including privacy, tax, accessibility, public accommodation, consumer protection, lodging, occupancy, health and safety, sanctions and anti-corruption laws;
  - the Supplier's failure to obtain or maintain required licenses, permits, registrations, approvals, insurance or tax registrations;
  - any breach of Clause 4; and

- negligence, willful misconduct, default or breach of these Terms by the Supplier or its personnel.
- (b) If the Supplier subcontracts any part of its obligations or sources products or services from a third-party, the Supplier must ensure that the subcontractor or third-party supplier complies with the Supplier's obligations under these Terms, including those relating to indemnity. The Supplier remains solely responsible and liable for any violation of these Terms by any subcontractor as if it were a violation by the Supplier.
- (c) Subject to Clause 9, each party indemnifies the other party and its affiliates from and against any third-party claims and resulting Damages to the extent directly caused by: (i) that party's material breach of these Terms; (ii) that party's negligence in operating the Service or the Property, as applicable; or (iii) any actual or alleged infringement, misappropriation or violation of third-party intellectual property rights, privacy rights, publicity rights, personality rights or moral rights by materials that party provides, approves, authorizes or makes available for use on the Service, including, in the case of the Supplier, the Supplier Materials, and in the case of LodgeLink, the Service excluding Supplier Materials. This indemnity does not apply to the extent the claim is caused by the other party, its affiliates or contractors, or by content, materials or information not provided, approved, authorized or otherwise made available by or on behalf of the indemnifying party, including publicly available information not provided, approved or authorized by or on behalf of the indemnifying party.

## **9. LIMITATION OF LIABILITY**

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- (a) LodgeLink's aggregate liability arising out of or in connection with these Terms, the Participation Agreement, the Service, or any Booking, whether arising in contract, tort (including negligence), statute, equity or otherwise, shall not exceed the total amounts actually received and retained by LodgeLink from the Supplier in connection with the Service during the twelve (12) month period immediately preceding the event giving rise to the claim.
- (b) Neither party shall have any liability to the other for any indirect, consequential, special, exemplary or punitive Damages, including loss of profit, revenue, goodwill or business opportunity, except to the extent such Damages are payable to a third party in connection with a claim for which indemnification is available under these Terms.
- (c) Nothing in these Terms is intended to exclude, restrict or modify any right, remedy, warranty, guarantee, condition, liability or obligation that cannot lawfully be excluded, restricted or modified under Applicable Laws, including applicable consumer protection, fair trading, privacy, competition, tax, public accommodation, accessibility, lodging, hotel, occupancy and other mandatory laws. If any such law applies, these Terms shall be interpreted and applied so as to preserve LodgeLink's intended protections to the maximum extent permitted by Applicable Laws.

## **10. SUPPLIER MATERIALS, PHOTOGRAPHS AND LISTING RELEASE**

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- (a) In order for LodgeLink to provide the Service, the Supplier shall provide, upon LodgeLink's request, photographs of facilities, people or activities related to the Property and/or Accommodation, which photographs form part of the Supplier Materials ("**Photographs**"). These Photographs will be used in marketing and communication materials including the Website, company publications, social media, displays, advertisements and presentations. By providing Photographs to LodgeLink, the Supplier agrees that LodgeLink may display that information on the Website.
- (b) Without limiting the license granted in Clause 6, the Supplier acknowledges and agrees that LodgeLink may use Supplier Materials, including Photographs and Property Details, to provide, operate, market and promote the Service, the Property, the Accommodation and Bookings on the Website, the Service and any other LodgeLink-owned or LodgeLink-controlled channels.
- (c) Subject to the restrictions in Clause 6 and this Clause 10, LodgeLink may format, crop, resize, adapt, edit, arrange, reproduce, digitize, display, exhibit, transmit, publish, communicate and otherwise use the Supplier Materials as reasonably required to provide, operate, market and promote the Service, the Property, the Accommodation and Bookings, provided that LodgeLink must not materially modify Supplier Materials in a manner that would make them misleading without the Supplier's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed.
- (d) Except solely to the extent caused by LodgeLink's breach of these Terms, fraud, gross negligence or willful misconduct, to the maximum extent permitted by Applicable Laws, the Supplier, its affiliates and their respective officers, directors, employees, consultants and agents hereby release, hold harmless and forever discharge LodgeLink and its affiliates and their respective directors, officers, employees, agents and representatives from any and all claims, actions, Damages, expenses or causes of action whatsoever arising out of or resulting from the Supplier Materials, the Photographs, the Property Details, or the broadcast, publication, display, distribution, marketing, promotion or other use thereof in accordance with these Terms, on any legal theory, including personal injury, rights of privacy and publicity, defamation, false light, appropriation of personality, infringement of intellectual property, copyright and moral rights.

## **11. INSURANCE**

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The Supplier must take out and maintain standard public liability, commercial general liability, or equivalent insurance covering the Supplier, the Property, the Accommodation, LodgeLink and Customers using the Accommodation for not less than:

- (a) AUD \$10 million per occurrence, if the Supplier Location or the Property is located in Australia;
- (b) CAD \$2 million per occurrence, if the Supplier Location or the Property is located in Canada;
- (c) USD \$2 million per occurrence, if the Supplier Location or the Property is located in the United States; or
- (d) if the Supplier Location or the Property is located outside Australia, Canada and the United States, the greater of: (i) the local currency equivalent of USD \$2 million per occurrence; (ii) the minimum amount required by Applicable Laws; and (iii) such higher amount as LodgeLink may reasonably require having regard to the nature, location, size, occupancy, risk profile and use of the Property and Accommodation,

in each case together with any other insurance required by Applicable Laws or reasonably required by LodgeLink having regard to the nature and location of the Property and Accommodation. If more than one of the thresholds in this Clause 11 applies, the Supplier must maintain coverage in the highest applicable amount. The Supplier shall provide LodgeLink with certificates of insurance and other reasonable evidence of coverage upon request. The Supplier shall ensure that all required insurance is placed with reputable insurers licensed or otherwise authorized to provide insurance in the applicable jurisdiction and having a financial strength rating reasonably acceptable to LodgeLink, where such ratings are available in the applicable insurance market.

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## **12. TERM AND TERMINATION**

- (a) These Terms and the Participation Agreement will remain in effect until terminated by either party on 30 days' written notice to the other party.
- (b) Termination or expiry of these Terms or the Participation Agreement for any reason will not affect: (i) any rights, remedies, obligations or liabilities accrued prior to the effective date of termination or expiry; (ii) any Booking confirmed prior to the effective date of termination or expiry, which Booking(s) shall continue to be governed by these Terms until fully completed, cancelled or otherwise resolved; (iii) LodgeLink's right to retain and use Supplier Materials to the extent reasonably required to complete, administer, evidence, support, audit, transition or resolve outstanding or completed Bookings, customer claims, payment disputes, chargebacks, refunds, investigations, regulatory matters, tax matters, legal claims or record keeping obligations; and (iv) any provision of these Terms which by its nature is intended to survive termination or expiry.
- (c) Notwithstanding the termination or expiry of these Terms or the Participation Agreement, the Supplier shall continue to cooperate with LodgeLink following termination or expiry to facilitate the orderly completion, transition or resolution of outstanding Bookings, customer claims, refunds, investigations, audits or regulatory matters.
- (d) LodgeLink reserves the right to alter, amend or deactivate the Service and the LodgeLink Website at any time and for any reason whatsoever.

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## **13. NOTICES**

- (a) Every notice or other communication under these Terms must be in writing and sent by email, mail or personal delivery to the other party's address for notice as set out in the Participation Agreement, and is considered delivered when: (i) if sent by email, on the next Business Day after transmission, provided that the sender does not receive an automated bounce-back or other delivery failure notice before 4:00 p.m. in the recipient's notice jurisdiction on the date of transmission; (ii) if mailed, five Business Days following the date it was mailed; or (iii) if personally delivered, at the time of delivery if before 4:00 p.m. on a Business Day, otherwise on the next following Business Day.
- (b) Either party may change its address for notice by providing written notice of such change to the other party.

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## **14. GENERAL**

These Terms, together with the Participation Agreement, constitute the entire agreement between the parties pertaining to the subject matter and supersede all prior written agreements relating to that subject matter. If any part of these Terms is determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, that part will be enforced to the maximum extent permitted by Applicable Laws and the remaining parts shall continue in full force and effect. LodgeLink reserves the right to modify these Terms at any time in its sole discretion by posting updated Terms on the Website or otherwise notifying the Supplier. The Supplier's continued use of the Service, acceptance of Bookings, or provision, approval, authorization or continued availability of Supplier Materials following such notice constitutes acceptance of the updated Terms. No waiver of these Terms in whole or in part is binding unless it is in writing and duly executed by each party. LodgeLink may assign these Terms in whole or in part upon notice to the Supplier, provided that no notice shall be required if LodgeLink assigns these Terms to an affiliate or pursuant to a merger, acquisition or restructuring transaction. Supplier may not assign these Terms in whole or in part without the prior written consent of LodgeLink. All provisions that by their nature should survive termination shall continue in full force and effect following termination. These Terms may be executed using

electronic copies in separate counterparts, each of which when so executed and delivered will constitute one and the same document. The parties are independent contractors. Nothing under these Terms or the Participation Agreement creates an agency, partnership, fiduciary or employment relationship between the parties. If there is an inconsistency between these Terms, the Participation Agreement, any Booking, and any mandatory requirement of Applicable Laws, the documents shall be interpreted to give LodgeLink the maximum protection and benefit of its bargain while complying with Applicable Laws. Any term that is invalid, prohibited or unenforceable in a particular jurisdiction shall be modified and enforced to the maximum extent permitted by Applicable Laws in that jurisdiction, without affecting enforceability in any other jurisdiction.

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## **15. ANTI-BRIBERY & CORRUPTION**

- (a) The parties agree with each other to conduct their business in an ethical manner and to communicate its expectations to all its employees and parties with which it has a contractual relationship, to conduct themselves in an ethical manner and to comply with Applicable Laws for the suppression of corrupt practices (“**Anti-Corruption Laws**”).
- (b) A party shall immediately notify the other party if any person employed by the party or acting on the party’s behalf or any of the party’s employees or representatives, as the case may be, has contravened or attempted to contravene any Anti-Corruption Laws in connection with these Terms, and shall take adequate steps to protect the interests of both parties.

A contravention or deliberate attempt to contravene any Anti-Corruption Laws, whether in connection with these Terms or otherwise, comprises a material breach of these Terms.

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## **16. LABOR, HUMAN RIGHTS, FORCED LABOR AND MODERN SLAVERY**

Each party represents, warrants and covenants that, as applicable to its performance under these Terms:

- (a) it complies with Applicable Laws relating to labor, employment, workplace safety, wages, working hours, child labor, forced labor, human trafficking, modern slavery, supply chain transparency and ethical sourcing;
- (b) it does not use, permit or benefit from forced labor, prison labor, child labor, human trafficking, slavery, servitude, debt bondage or deceptive recruiting practices;
- (c) it conducts reasonable due diligence appropriate to its business and supply chain to identify, prevent and mitigate risks of forced labor, child labor, human trafficking and modern slavery;
- (d) it will promptly notify the other party if it becomes aware of any actual or suspected breach of this Clause in connection with the Property, Accommodation, Service, Bookings or performance under these Terms; and
- (e) where applicable, it complies with supply chain transparency, forced labor, child labor and modern slavery reporting obligations under Applicable Laws, including the Modern Slavery Act 2018 (Cth), Canada’s Fighting Against Forced Labour and Child Labour in Supply Chains Act, and applicable United States forced labor, customs, import, sanctions and human trafficking laws.

A breach of this Clause by the Supplier constitutes a material breach of these Terms. Each party must promptly notify the other party if it becomes aware of any breaches or potential breaches of this Clause.

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## **17. SANCTIONS, TRADE CONTROLS AND RESTRICTED PARTIES**

The Supplier represents, warrants and covenants that neither it nor any of its affiliates, directors, officers, owners, personnel, subcontractors or, to its knowledge, any person acting on its behalf in connection with these Terms is a person or entity that is the subject or target of sanctions, trade controls, export controls, blocking measures or restricted party designations under Applicable Laws, including the laws of Canada, the United States, Australia, the United Kingdom, the European Union or the United Nations. The Supplier shall not use, provide, support or make available the Property or Accommodation in any manner that would cause LodgeLink, its affiliates or any Customer to violate applicable sanctions, trade controls or restricted party laws. The Supplier shall promptly notify LodgeLink if it becomes aware of any actual or potential breach of this Clause. LodgeLink may immediately suspend performance, cancel Bookings, withhold payments, remove the Property from the Service or terminate the Participation Agreement if LodgeLink reasonably determines that continued performance may violate sanctions, trade controls or restricted party laws or expose LodgeLink, its affiliates or Customers to legal, regulatory or reputational risk.

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## **18. GOVERNING LAW AND JURISDICTION**

- (a) These Terms, the Participation Agreement, each Booking, and any dispute, claim or controversy arising out of or relating to them, whether in contract, tort, statute, equity or otherwise, are governed by the laws of the Governing Jurisdiction, without regard to conflict of laws principles that would require the application of the laws of any other jurisdiction.
- (b) If the Supplier Location is in Canada, the Governing Jurisdiction shall be the province or territory of Canada in which the Supplier is located, and these Terms shall be governed by the laws of that province or territory and the federal laws of Canada applicable therein. Subject to Clause 18(f), the parties submit to the non-exclusive jurisdiction of the courts of that province or territory.



- (c) If the Supplier Location is in the United States of America, the Governing Jurisdiction shall be the state, commonwealth, district or territory of the United States in which the Supplier is located, and these Terms shall be governed by the laws of that jurisdiction and the federal laws of the United States applicable therein. Subject to Clause 18(f), the parties submit to the non-exclusive jurisdiction of the state and federal courts located in, or having jurisdiction over, that jurisdiction.
- (d) If the Supplier Location is in Australia, the Governing Jurisdiction shall be the State or Territory of Australia in which the Supplier is located, and these Terms shall be governed by the laws of that State or Territory and the laws of the Commonwealth of Australia applicable therein. Subject to Clause 18(f), the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory.
- (e) If the Supplier Location is not in Canada, the United States of America or Australia, or if the Supplier Location cannot be determined by LodgeLink acting reasonably, the Governing Jurisdiction shall be Arizona, United States of America. In such circumstances, these Terms shall be governed by the laws of the State of Arizona and the federal laws of the United States applicable therein. Subject to Clause 18(f), the parties submit to the non-exclusive jurisdiction of the state and federal courts located in Maricopa County, Arizona, or otherwise having jurisdiction over Scottsdale, Arizona.
- (f) Nothing in this Clause 18 limits LodgeLink's right to seek injunctive, equitable or other urgent relief in any court of competent jurisdiction, including in any jurisdiction where the Supplier, the Property, the Accommodation, assets of the Supplier, Personal Information, or relevant evidence is located.
- (g) The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms, the Participation Agreement or any Booking.
- (h) The parties agree that any mandatory consumer protection, privacy, tax, lodging, public accommodation, accessibility or other laws that apply notwithstanding the governing law selected under this Clause 18 shall continue to apply to the extent required by Applicable Laws. Nothing in these Terms is intended to exclude, restrict or modify any right, remedy, warranty, guarantee or liability that cannot lawfully be excluded, restricted or modified.

*Questions about these Terms? Contact LodgeLink at [legal@lodgelink.com](mailto:legal@lodgelink.com). These Terms form part of the LodgeLink Participation Agreement.*