

## General terms and conditions for joining the e-marketplace

The E-marketer manages the E-marketplace [www.gayhotels.queervadis.com](http://www.gayhotels.queervadis.com) which allows connecting Users interested in the Products offered by the Third-party Supplier. This document sets out the conditions governing the use of the E-marketplace and the services offered to the Third-party Supplier.

Third-party Suppliers wishing to access and join the E-marketplace shall subscribe to this Contract containing the terms and conditions governing the service of access, subscription, and use of the E-marketplace.

The E-marketer acts as the manager of the E-marketplace and, therefore, is and remains at all times unrelated to the contract concluded between the Third-party Supplier and the User.

The subscription to the Contract by the Third-party Supplier serves solely as a request to join the E-marketplace, with the E-marketer reserving the right to accept or reject, at its sole discretion, such request. The Contract shall be effective between the parties only upon the written acceptance of the subscription request by the E-marketer.

### 1. Definitions

1. In order to ensure a complete understanding and acceptance of this Subscription Agreement, the following terms shall have the meanings indicated below in both singular and plural form:
  - **E-marketer:** Sonders and Beach Italy S.r.l., headquartered at Via San Gregorio 27 - 20124 Milan, Tax Code / VAT number 05592970965, PEC address [sonders@pec.it](mailto:sonders@pec.it), managing the E-marketplace.
  - **Third-party Supplier:** the individual or legal entity selling and/or providing Products to Users.
  - **User:** the individual accessing the E-marketplace interested in the goods and/or services of the Third-party Supplier.
  - **E-marketplace:** the website [www.gayhotels.queervadis.com](http://www.gayhotels.queervadis.com) that connects Third-party Suppliers with Users interested in their Products.
  - **Products:** the goods and/or services provided by the Third-party Supplier.
  - **Contract:** this contract governing the terms of Third-party Supplier's membership to the E-marketplace.
  - **E-marketplace Terms and Conditions:** the contract regulating the relationship between the E-marketer and Users, accessible within the E-marketplace and attached herein.
  - **Content:** texts, photos, audio, video, information, descriptions, features, prices, and other materials published on the E-marketplace.

## **2. Use of the E-marketplace and Relationship with the User**

1. The use of the E-marketplace is allowed only to Third-party Suppliers who are of legal age and have the full capacity to act and validly enter into contracts.
2. The relationships established between the Third-party Supplier and the User occur without the involvement of the E-marketer. Therefore, the Third-party Supplier remains the sole and exclusive responsible party for the conclusion and execution of the contract between the Third-party Supplier and the User, while the E-marketer remains unrelated and exempt from any liability.
3. Any contract entered into between the User and the Third-party Supplier is not subject to this Contract and will not entail any liability on the part of the E-marketer.

## **3. Adhesion of the Third-party Supplier to the E-marketplace**

1. The Third-party Supplier, to join the E-marketplace, must register by providing truthfully and completely all the required data in the respective registration form and by following the indicated procedure. Additionally, the Third-party Supplier must approve the Contract after reading and examining it carefully and submit the request for membership to the E-marketplace, following the provided instructions. The Contract will be deemed concluded and effective once the Third-party Supplier receives written confirmation of membership to the E-marketplace from the E-marketer.
2. The Third-party Supplier guarantees that the information provided during the registration process is complete and accurate and undertakes to promptly communicate to the E-marketer any changes to such information. In the absence of such communication, any changes will not be enforceable against the E-marketer.
3. The Third-party Supplier is responsible for safeguarding their own access credentials, which must be used exclusively by the Third-party Supplier and cannot be transferred to third parties. The Third-party Supplier agrees to keep them confidential and to ensure that no third party has access to them, and to immediately inform the E-marketer if they suspect or become aware of any unauthorized use or disclosure of the credentials.
4. The Third-party Supplier is obligated to fully comply with the Contract, to adhere meticulously to the usage of the E-marketplace as prescribed by the E-marketer and to its operational instructions. In the event of non-compliance, the E-marketer reserves the right to terminate the Contract with immediate effect.

#### **4. Modification of the Contract and the E-marketplace**

1. This Contract and any of its attachments may be modified at any time by the E-marketer. In such case, the E-marketer undertakes to communicate the changes in writing via email or PEC, which will come into effect 15 days after the communication.
2. The E-marketer may modify the Contract without respecting the notice period when: a) it is required to comply with a regulatory or statutory obligation that requires modification without being able to comply with the notice period; b) it needs to exceptionally modify the Contract to address an unforeseen and imminent danger related to the defense of the E-marketplace, its Users, or other Third-party Suppliers from fraud, malware, spam, data breaches, or cybersecurity risks.
3. In the event that the Third-party Supplier does not agree with the contractual changes made, they have the right to terminate the Contract before the expiration of the 15-day notice period by sending a written communication via email or PEC to the E-marketer. The termination will take effect within the following 15 days.
4. The E-marketer also reserves the right to change at its discretion, at any time, the graphical interface of the E-marketplace, the Contents and their organization, as well as any other aspect that characterizes the functionality and management of the E-marketplace, communicating, where necessary, the relevant instructions to the Third-party Supplier.

#### **5. Limitation, suspension, or interruption of access to the E-marketplace**

1. The E-marketer may limit, suspend, or completely interrupt access to the E-marketplace and the Third-party Supplier's account, specifying in writing via email or PEC at least 30 days before the limitation, suspension, or interruption takes effect, the reasons that led to such decision and the actions that must be taken by the Third-party Supplier in order to restore access to the E-marketplace.
2. The E-marketer will promptly restore access to the E-marketplace and the Third-party Supplier's account when it deems, at its sole discretion, that the reasons for the limitation, suspension, or interruption no longer exist.
3. The 30-day notice period does not apply in the following cases:
  - a. The E-marketer is required to comply with a regulatory or statutory obligation that requires modifying the Contract without being able to comply with the notice period;
  - b. The Third-party Supplier has committed a serious breach, a serious violation of the obligations towards the User, or applicable laws;

- c. The Third-party Supplier has provided false, incomplete, or incorrect information, engaged in fraudulent or unlawful conduct, unauthorized or fraudulent use of the account or the E-marketplace.

## **6. Contents published on the E-marketplace**

1. The Third-party Supplier acknowledges and agrees that, for reasons of presentation and ergonomics of the E-marketplace, the Contents will be presented according to the instructions provided by the E-marketer.
2. It is the responsibility of the Third-party Supplier to verify the compliance of the Contents that will be made public to validate their accuracy and detect any errors. If any inaccuracies, errors, and/or omissions of any kind are identified, the Third-party Supplier agrees to correct them promptly. Similarly, if the E-marketer becomes aware of any error appearing on any page related to the Third-party Supplier, it will immediately inform the Third-party Supplier, who in turn undertakes to promptly make the necessary modifications and/or corrections. In any case, the Third-party Supplier commits to resolving all arising disputes with Users related to such erroneous information.
3. The Third-party Supplier grants the E-marketer a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to access, use, store, copy, modify, create derivative works, distribute, publish, transmit, broadcast, and otherwise exploit such Contents for the purpose of providing and/or promoting the E-marketplace in any manner, on any known or unknown media and platform, particularly on the internet and social networks.
4. The Third-party Supplier is solely responsible for all the Contents they provide and warrants to be the owner or to have the authorization to grant the E-marketer the rights described above. The Third-party Supplier is also responsible if any of the Contents violate or infringe intellectual property laws or rights to privacy of third parties.
5. In case of publication of advertisements, the Third-party Supplier guarantees the availability and/or ownership of the goods/services subject to the same advertisements. The Third-party Supplier also guarantees that their advertisements do not violate any copyright or industrial property rights or any other rights of third parties. In case of dispute by third parties regarding any advertisement or conduct related to it, the Third-party Supplier assumes full responsibility and undertakes to hold the E-marketer harmless and indemnified from any damage, loss, or expense.

## **7. User Ratings Publication**

1. The Third-party Supplier explicitly authorizes the E-marketer to publish on the E-marketplace the ratings and/or reviews expressed by Users and their respective comments.

## **8. Services**

1. The E-marketer will make available to the Third-party Supplier the published services, along with the corresponding fees and payment terms, on the page accessible at the following link: <https://gayhotels.queervadis.com/listing-prices/>.

## **9. Fees**

1. Joining the E-marketplace requires payment of the following amount: €1,400 plus VAT, if applicable, with annual payment.
2. The Third-party Supplier is solely responsible for its invoicing obligations and any tax-related consequences and acknowledges that the E-marketer cannot under any circumstances be held responsible in this regard.

## **10. Statements and warranties of the Third-party Supplier**

1. The Third-party Supplier declares and warrants:
  - to be authorized and/or to have the necessary permissions to provide the Products to Users and to possess all the requirements necessary under the applicable regulations, including tax requirements, for carrying out such activity.
  - If different from an individual, to be a company or other entity duly established, existing, and operating under the laws of the state of incorporation, and that the legal representative signing the Contract has all the powers and authorities necessary to conclude the Contract and fulfill the obligations arising therefrom, as well as to grant the rights, licenses, and authorizations provided for in the Contract.
  - to have the means, knowledge, organization, organizational skills, material and technical resources necessary to ensure the effective provision of the Products to Users and according to the agreed-upon modalities with them.
  - to have an operational structure suitable for executing orders and fulfilling the obligations arising from contracts entered into with Users.
2. The Third-party Supplier declares to be aware of and accept that the same Products may be offered on the E-marketplace by different suppliers, competing with each other, and

also by the same owner under different conditions, possibly even more favorable for Users.

3. The Third-party Supplier declares and warrants that the offer of the Products does not in any way violate the rights of third parties and that it fully complies with applicable regulations.

## **11. Responsibilities of the Third-party Supplier**

1. The Third-party Supplier declares and acknowledges to be solely responsible for the offer and sale and/or provision of the Products to Users, the obligations with the User, as well as the truthfulness, correctness, completeness, accuracy, and non-deceptiveness of the information made available and/or provided to Users.
2. Throughout the duration of the Contract, the Third-party Supplier undertakes to:
  - a. not to enter into contracts with the User whose subject matter or obligations contravene applicable legal provisions.
  - b. to observe the Contract and applicable regulations.
  - c. to respond to any requests from the Owner and/or Users within 48 hours.
  - d. offer Users the Products that are available.
  - e. adhere to the delivery and/or provision times of the Products agreed upon with the User.
  - f. not use any Content present on the E-marketplace for any purpose other than those expressly permitted in the Contract.
  - g. use the E-marketplace solely for the purpose of enjoying the services offered and in accordance with the rules of law and the Contract.
  - h. not to publish, transmit, and/or otherwise disclose unlawful content or, in any case, content that is offensive, defamatory, invasive of others' privacy, or vulgar and/or contrary to good morals, or that incite conduct punishable by law.
  - i. not to use or allow the use of the E-marketplace to commit or facilitate the commission of unlawful acts or crimes of any kind.
3. The Third-party Supplier undertakes not to engage in any behavior that may harm the reputation of the E-marketplace and/or the rights of third parties, and not to engage in any acts of unfair competition and/or misleading advertising.
4. The Third-party Supplier undertakes to promptly resolve any claims, disputes, actions, complaints, as well as to compensate for any damages suffered by the User.
5. Failure to comply with the above provisions will result in the immediate termination of the Contract by the E-marketer.

## **12. Responsibilities and Rights of the E-marketer**

1. The E-marketer undertakes to provide the Third-party Supplier with access to the E-marketplace and any connected applications.
2. The E-marketer undertakes to keep the E-marketplace always updated and operational, except for necessary interruptions due to maintenance or updates, or for any other technical reason. The E-marketer shall not be liable for any interruptions and/or anomalies and/or security breaches in the web service offered, where attributable to causes beyond its control; likewise, it shall not be liable in any way if the Third-party Supplier claims to have suffered financial and non-financial damages of any kind, whether direct or indirect, as a result of using the E-marketplace.
3. Maintenance operations that may prevent access to the E-marketplace will be promptly communicated by the E-marketer, except in cases where interventions of particular urgency are required, preventing the aforementioned notice from being given.
4. In its capacity as the technical-operational manager, the E-marketer reserves the right to modify, suspend, or interrupt, at any time, the operation of the E-marketplace and/or all or part of the services, providing, where possible, reasonable notice to the Third-party Supplier.
5. The E-marketer undertakes to provide the Third-party Supplier with information regarding any additional distribution channels and potential affiliate programs through which the E-marketer may market the products offered by the Third-party Supplier.
6. The E-marketer guarantees that the identity of the Third-party Supplier within the E-marketplace is clearly visible.

## **13. Advertising on the E-marketplace**

1. The E-marketer reserves, at its sole discretion, the right to include on the E-marketplace advertising notices compatible with the activity carried out, as well as links to other sites that comply with the obligations provided for in the Contract.

## **14. Assignment of Contract**

1. The Third-party Supplier may not, in any way and under any circumstances, assign to third parties, even partially, the Contract without the written consent of the E-marketer.
2. The E-marketer expressly reserves the right to assign, for consideration or free of charge, in whole or in part, the E-marketplace to third parties or to grant them any rights related to the same E-marketplace. In such case, it will notify the Third-party Supplier

through direct communication, either by email or PEC, or by publishing it in a dedicated section of the E-marketplace.

## **15. Disclaimer of Liability for the E-marketer**

1. The E-marketer shall not be liable for direct or indirect damages, incidental or consequential damages, such as loss of profit, business losses, and/or missed business opportunities, arising from the management of the E-marketplace and the services provided, in case of errors, omissions, and inaccuracies in the transmitted data, nor in case of interruptions, suspensions, delays, and anomalies in the management of the E-marketplace and the provision of services, even if resulting from technical problems, unless they are directly and immediately attributable to intentional or grossly negligent behavior on its part.
2. The E-marketer shall not be liable for direct or indirect damages, incidental or consequential damages, such as loss of profit, business losses, and/or missed business opportunities, and any other damage arising from computer intrusions or other unauthorized interference or use of data by unauthorized third parties, as well as from commercial fraud or other improper or unlawful conduct by the Third-Party Supplier, unless directly and immediately attributable to intentional or grossly negligent behavior by the E-marketer.
3. Under no circumstances shall the E-marketer be held liable for damages arising from the malfunctioning of the E-marketplace, directly or indirectly attributable to acts or omissions of the hosting provider.
4. Under no circumstances shall the E-marketer be held responsible for fulfilling the obligations arising from contracts concluded by the Third-party Provider with Users.
5. The Third-party Provider undertakes to indemnify and hold harmless the E-marketer from any and all rights or claims that may arise, even in extrajudicial proceedings, from such conduct or, in any case, as a result of the use of the E-marketplace and/or its eventual applications.

## **16. Duration and Withdrawal**

1. The contract shall enter into force upon the Third-Party Provider receiving confirmation from the E-marketer of the membership to the E-marketplace and shall have an annual duration.
2. The contract shall be tacitly renewed unless one of the parties sends a written notice via email or PEC to the other at least 15 days before the contract expiration.

## **17. Termination Clause**

1. The E-marketer has the right to terminate this Contract, pursuant to article 1456 of the Civil Code, in the cases expressly provided for in this Contract. Termination occurs by operation of law when the E-marketer communicates in writing via email or PEC to the Third-party Supplier that it intends to invoke this clause.
2. In case of termination, all rights granted by the Contract to the Third-party Supplier will cease to have effect, as well as its operation on the E-marketplace, and its account will be deactivated, losing access to all data.

## **18. Confidentiality**

1. With the exclusive exception of disclosure obligations imposed by applicable legal provisions or orders from competent authorities, the Third-party Provider undertakes to keep strictly confidential and confidential, not to disclose to third parties, and not to use, except to the extent strictly necessary for the performance of the Contract, any data or information of which it has become aware or simply has become aware in any form and/or on any medium in connection with and/or for the purpose of the negotiation, signature, and/or execution of the Contract (hereinafter referred to as the "Confidential Information").
2. Therefore, the Third-party Provider undertakes not to communicate and not to disclose, during the Contract and even after its termination, in any way and by any means, the Confidential Information to which it has become aware.
3. The Third-party Provider also undertakes, pursuant to Article 1381 of the Italian Civil Code, to ensure that all third parties to whom the above-mentioned Confidential Information will be made available for the purpose of executing the Contract (including its employees) act in compliance with the confidentiality obligations set forth above.
4. Any partial breach of the above obligations, in addition to entitling the E-marketer to terminate the Contract immediately, without any obligation of prior notice or compensation, will also give the E-marketer the right to claim damages.

## **19. Privacy**

1. User's personal data is processed by both the E-marketer and the Third-Party Supplier. The E-marketer and the Third-Party Supplier act as independent data controllers of the User's personal data, meaning that each of them processes the User's personal data for pre-contractual and/or contractual obligations and for other purposes of their own.

2. The personal data provided by Users to the Third-Party Supplier will be processed in accordance with privacy regulations and the privacy policy that will be made available by the Third-Party Supplier prior to the processing of personal data.
3. The personal data of the Third-Party Supplier and Users will be processed by the E-marketer in compliance with privacy regulations and the privacy policy available within the E-marketplace.

## **20. Applicable Law and Competent Court**

1. The Contract is exclusively governed by Italian law, also in accordance with Article 3 of the Rome Convention of 19 June 1980 on the law applicable to contractual obligations.
2. The parties shall submit all disputes arising from or related to this Contract - including those concerning its interpretation, validity, effectiveness, execution, and resolution - to an attempt at mediation in accordance with the provisions of the Civil and Commercial Mediation Regulation of the Arbitration Chamber of Milan or the Mediation Arbitration Regulation of the Chamber of Commerce of Bari, which the parties expressly declare to fully know and accept. Both bodies allow the mediation attempt to be initiated through the online ConciliaCamera procedure - <https://mediazione.infocamere.it>.
3. If the dispute has not been amicably resolved even through the mediation process initiated before the mediation body indicated above, it shall be brought exclusively before the jurisdiction of the court where the E-marketer has its legal headquarters.

## **21. Attachments**

1. All documents attached hereto and/or referred to herein form an integral part of the Contract.

## **22. Final Provisions**

1. The Contract constitutes the sole agreement between the Parties regarding the matters set forth and described therein. The Contract cancels and replaces any prior deed, document, written and/or verbal agreement between the Parties concerning the same matters addressed therein, having overall effectiveness and value.
2. The invalidity of one or more clauses or paragraphs contained in the Contract shall not affect the remaining provisions of the Contract or any part thereof. In the event that one or more of such clauses or paragraphs are declared invalid by a final decision, decree,

or judgment, this agreement will be interpreted as if such invalid clauses or points had not been included.

3. The Contract remains valid and effective even if the E-marketer decides to sell, lease, or rent the E-marketplace to third parties, either for a fee or free of charge, or to grant them any rights concerning the same E-marketplace.
  4. Any modification to the Contract shall not be valid and binding unless it results from a written instrument signed by each of the Parties.
- The Third-Party Provider declares to have acquired adequate knowledge and fully accepts the General Terms and Conditions for joining the E-marketplace.
  - The Third-Party Provider expressly approves, under Articles 1341 and 1342 of the Italian Civil Code, the following clauses:

**3.4** Express termination of the Contract in case of non-compliance with the instructions of the E-marketer, **4** Variation of the Contract and of the E-marketplace, **5** Limitation, suspension, or interruption of access to the E-marketplace, **6** Content published on the E-marketplace, **11** Obligations of the Third-Party Provider, **14** Assignment of the Contract, **15** Exemption of liability for the E-marketer, **18** Confidentiality, **20** Applicable law, mediation, and Jurisdiction.