

# GOODNIGHT.TRAVEL

## GENERAL SERVICE AGREEMENT

Last Updated: 21.02.2025

## 1. INTRODUCTION

### 1.1 Parties

This Agreement is entered into between Global Explorer Europe SAS (the “Company”), operating from 25 Rue du Ponthieu, 75008 Paris, France, and any hotel or short-stay property (individually or collectively referred to as “Partner Property,” “you,” or “your”) that chooses to list on the GOODNIGHT.TRAVEL platform (the “Platform”).

### 1.2 Purpose

The purpose of this Agreement is to define the general terms and conditions under which the Company allows Partner Properties to list their accommodations on the Platform for direct bookings.

### 1.3 Acceptance

By registering or listing your property on the Platform, you agree to be bound by the terms of this Agreement. If you do not agree, please do not use or list your property on the Platform.

## 2. PLATFORM SERVICES

### 2.1 Listing

- The Platform enables Partner Properties to showcase rooms or units to prospective travelers.
- Partner Properties can provide direct booking links, ensuring travelers complete reservations without paying third-party commissions.

### 2.2 Commission-Free Model

- The Company does not charge commissions on bookings made through the Platform. However, fees may apply for use of the Platform, as defined in Section 3.

### 2.3 Availability & Listings

- You are responsible for ensuring the accuracy of your listing information, including room descriptions, rates, and availability.
- The Company disclaims any liability for inaccuracies or booking discrepancies resulting from outdated data provided by the Partner Property.

## 3. FOUNDER PACKAGE & FEES

### 3.1 Founder Package

- Availability: A special “Founder Package” is available for purchase until May 1, 2025.
- Lifetime Listing: Properties purchasing the Founder Package receive lifetime access to the Platform without additional recurring fees.
- PMS Integration: Once technical integration is available, Partner Properties with the Founder Package can connect their Property Management System (“PMS”) to sync rates and availability directly to the Platform.

### 3.2 No Refund Policy

- If a Partner Property that has purchased the Founder Package decides to suspend or remove its listing, the Company will not provide a refund or reimbursement of any portion of the package fee.

### 3.3 Post-Founder Package Model

- For listings added after May 1, 2025, a monthly fee may apply, based on the number of rooms or units.
- The Company will communicate the specific pricing tiers in due course.

## 4. TERM & TERMINATION

### 4.1 Term

This Agreement remains in effect from the moment you list your property on the Platform until terminated by either party under the conditions herein.

### 4.2 Termination by Partner Property

- You may remove or deactivate your listing at any time.
- No refunds will be provided for any prepaid fees or the Founder Package.

### 4.3 Termination by the Company

- The Company reserves the right to suspend or remove a listing if the Partner Property violates this Agreement or if continued listing is deemed harmful to the Platform’s integrity or reputation.

## 5. TRUST & SAFETY

### 5.1 Service Standards

Partner Properties must provide services consistent with the descriptions and images displayed on their listings. Failure to do so may lead to suspension or removal.

## 5.2 Right to Suspend/Remove

The Trust and Safety team may suspend or remove any property that fails to meet stated quality standards, engages in misleading practices, or violates applicable laws.

# 6. PMS INTEGRATION

## 6.1 Technical Feasibility

- The Company may offer PMS integration to streamline real-time rate and availability updates.
- Integration timelines and compatibility depend on technical development and third-party PMS providers.

## 6.2 Responsibility for Accuracy

- Partner Properties must ensure that any PMS data is accurate and regularly updated.
- The Company is not responsible for discrepancies arising from outdated or incorrect PMS information.

# 7. PAYMENT & BILLING

## 7.1 Payment Terms

- Payments for any applicable fees (e.g., Founder Package, monthly subscription after May 1, 2025) must be remitted in accordance with the Company's instructions.
- Accepted payment methods include, but are not limited to, credit card or bank transfer.

## 7.2 Late Payments

- Overdue fees may result in temporary suspension or permanent removal of your listing from the Platform.

# 8. INTELLECTUAL PROPERTY

## 8.1 Platform Ownership

The Platform, including its software, design, and brand elements, is the exclusive property of the Company. No transfer of intellectual property rights is implied or granted.

## 8.2 Partner Property Content

- You grant the Company a non-exclusive, worldwide license to display, reproduce, and promote any text, images, or trademarks you provide for listing purposes.

- You warrant that you own or have the necessary rights to all content you submit.

## 9. LIMITATION OF LIABILITY

### 9.1 Indirect Damages

The Company is not liable for indirect, incidental, or consequential damages (including lost revenue or lost profits) arising from or related to this Agreement or your listing on the Platform.

### 9.2 Total Liability

In all events, the Company's total liability shall not exceed the fees paid by you in the preceding twelve (12) months under this Agreement.

## 10. GOVERNING LAW & DISPUTE RESOLUTION

### 10.1 Governing Law

This Agreement is governed by the laws of France, without regard to conflict of law principles.

### 10.2 Dispute Resolution

Any dispute or claim arising out of this Agreement shall be resolved in the courts of Paris, France, which shall have exclusive jurisdiction.

## 11. MODIFICATIONS & UPDATES

### 11.1 Revisions to Agreement

The Company reserves the right to update or modify this Agreement at any time. Notice of any significant changes will be posted on the Platform or sent via email. Continued use of the Platform constitutes your acceptance of the revised terms.

### 11.2 Platform Updates

We may add, remove, or modify Platform features, functionalities, or service offerings at our discretion. The Founder Package members get the directory functions and PMS integrations; further options can be purchased.

## 12. MISCELLANEOUS

### 12.1 Entire Agreement

This document constitutes the entire agreement between the Company and the Partner Property regarding the subject matter and supersedes any prior understandings or agreements.

## 12.2 No Waiver

Failure by the Company to enforce any provision of this Agreement shall not constitute a waiver of that provision.

## 12.3 Severability

If any term of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 12.4 Contact Information

For any questions, concerns, or notices, please contact:

Global Explorer Europe SAS

25 Rue du Ponthieu, 75008

Paris, France

Email: [support@goodnight.travel](mailto:support@goodnight.travel)

By listing your property on GOODNIGHT.TRAVEL, you acknowledge that you have read, understood, and agree to be bound by these general terms and conditions.