

## User Terms and Conditions

### I. INTRODUCTION

ESM AG provides event / meeting planners / organizers (Users) with a real-time view of event space availability and pricing in selected areas via its mice.market® online platform. mice.market® is an introductory platform linking Users with event Space Providers. The platform is free for Users. The real-time information is provided by linking ESM AG's mice.market® online platform with Space Providers' booking systems. Once this introduction is made mice.market® plays no further role in the process (see below for more details). The mice.market® Service is rendered by ESM AG, a private limited liability company, incorporated under the laws of Switzerland, with offices at Nüscherstrasse 35, 8001 Zurich, Switzerland, which is registered with the trade register of the Chamber of Commerce in Zurich under registration number CHE-247.336.678, and the VAT registration number of CHE-247.336.678 MWST. These Terms and Conditions together with our Privacy policy apply to the Users of <https://mice.market>

### II. DEFINITIONS

"ESM AG", "mice.market", "us", "we", and "our" means Event Space Management Aktiengesellschaft, a limited liability company incorporated under the laws of Switzerland. "Platform" means the (mobile) website and app on which the mice.market® Service is made available, and which is owned, controlled, managed, maintained, and/or hosted by ESM AG. "Event" means the various products and services that can be ordered, acquired, purchased, bought, paid, rented, provided, reserved, combined, or consummated by the user from the Space Provider. "Space Provider" means the professional provider of event space and accommodation (e.g. hotel), and any other travel or related product or service as from time to time available. "User" means the person / people / company / organization looking to identify and secure a location for their event / meeting. "Service" means the service as offered or enabled by ESM AG in respect to various products and services as from time to time made available by Space Providers on the Platform. Service is also provided by the Space Provider to the User. However, ESM AG is not involved with this second aspect of service. See below for more information.

### III. APPLICATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions, which may be amended from time to time, apply to all our Services directly or indirectly (through distributors) available online, through any mobile device, by email, or by telephone. These Terms and Conditions apply to Users. All Space Providers have entered into a separate Space Provider agreement with us. In case of a dispute between mice.market® and a Space Provider, the Space Provider Service Agreement will be applicable. By accessing, browsing, and using our (mobile) website or any of our applications through whatever platform (hereafter collectively referred to as the "Platform"), the User acknowledges and agrees that they have read, understood, and agreed to the Terms and Conditions set out herein (including the privacy policy statement).

Users will also need to accept these Terms and Conditions before proceeding with the booking of an event space. The pages of mice.market®, the content and infrastructure of these pages, and the online reservation Service provided by us on these pages and through the website are owned, operated, maintained and provided by ESM AG and are provided subject to the Terms and Conditions set out below.

### IV. ACCESSING OUR SITE

mice.market® is made available free to Users. The pages of mice.market®, the content and infrastructure of these pages and the online reservation Service provided by us on these pages and through the website are owned, operated, maintained and provided by ESM AG and are provided subject to the Terms and Conditions set out below. Although we will exercise reasonable skill and care in performing our Service, we will not verify if, and cannot guarantee that all information is accurate, complete, or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade, or maintenance of our Platform or otherwise), inaccurate, misleading, or untrue information or non-delivery of information. If the mice.market® Service is unavailable for any reason, we will not be liable to the User.

Each Space Provider always remains responsible for the accuracy, completeness, and correctness of the (descriptive) information (including the rates/fees/prices, policies and conditions, and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification, or (star) rating of any Space Provider (or its facilities, venue, vehicles, (main or ancillary) products or services) made available. Our Service is made available for commercial use only. Users are not allowed to resell, deep link, use, copy, monitor, display, download, or reproduce any content or information, software, reservations, tickets, products, or services available on our Platform for any other commercial or competitive activity or purpose.

## V. RESPONSIBILITY FOR INFORMATION

The availability, price and general information relating to any event / meeting space on the mice.market® platform are provided by the Space Providers. This information will be displayed on their behalf on mice.market® and we are not responsible for the validity of the details relating to the event / meeting space shown.

## VI. NATURE OF SERVICES

Through the Platform, we provide an online platform through which Space Providers - in their professional conduct of business - can advertise, market, sell, promote, and/or offer (as applicable) their products and service for order, purchase, reservation, hire, and through which relevant visitors to the Platform can discover, search, compare, and make an order, reservation. From the point at which the User contacts the Space Provider by whatever means our involvement in the process ceases for all intents and purposes.

ESM AG does not (re)sell, rent out, offer any other product or service. When rendering our Service, the information that we disclose is based on the information provided to us by Space Providers. As such, the Space Providers that market and promote on the Platform are fully responsible for updating all rates/fees/prices, availability, policies and conditions, and other relevant information which is displayed on our Platform.

## VI. CORE FUNCTIONALITIES OF MICE.MARKET

To assist Users in finding suitable event / meeting space, mice.market® offers two options:

- a) Book Direct – enables Users to book available event / meeting spaces directly. The User will be asked to pay via Credit Card on our site (see below for more details on payment processing). mice.market® is connected to the Space Provider’s property management system (“PMS system”). Once the process is completed, the space is booked directly with the selected Space Provider. In the unlikely event the booking is not completed successfully between mice.market® and the PMS system of the selected hotel, mice.market® will inform the Space Provider accordingly about the User’s booking.
- b) Get a Quote – this mice.market® feature allows the User to get information about available event / meeting spaces and prices in the selected city. The User can request quotes from a maximum of five Space Providers. The Space Provider reserves the right to reject a User’s request or to offer a detailed proposal for the request.

## VII. USER CREDENTIALS

Users must log in to the Platform before making a Direct Booking or a Request for a Quote. Therefore, Users must set up an account that involves providing personal data. mice.market will then send a user identification code / password via email. This is part of our security procedures. This information will be treated as strictly confidential. The User is responsible for their account and actions that take place through their account. mice.market® reserves the right to delete or deactivate an account for any reason. If a User believes their account has been hacked or is being misused in any way, they must notify us at [info@mice.market](mailto:info@mice.market). See our Privacy Policy for more details on the information we collect and how we use it.

## VIII. CONTRACT WITH THE SPACE PROVIDER

Users can Book Direct or Request a Quote. When Users Book Direct through mice.market® they will enter into a contract with the Space Provider as follows:

- a) Once a direct booking for an event space is submitted the User will be asked if they accept the mice.market® Terms and Conditions, which need to be accepted to proceed with the booking.
- b) No free cancellation will be available for direct bookings, and cancellation is not possible through the Platform.
- c) An email confirmation will be sent to the User from mice.market® on behalf of the Space Provider. This email is the User’s confirmation email. The Space Provider has the opportunity to cancel this booking within 60 minutes after the User has booked. If any claims, legal or otherwise, arise against the Space Provider, the User must bring them against the Space Provider in question directly and not mice.market®.

## IX. PAYMENT

The mice.market Service is offered free to Users. Users must only pay the Space Provider for the event / meeting or other space booked or for any other products or services agreed and purchased from the Space Provider.

Payment processing: Payments for Direct Bookings mentioned above are made on the mice.market® platform through our payment provider STRIPE. Users will therefore

provide all credit / debit card details directly to STRIPE. STRIPE uses a secure server infrastructure to settle payment details, encrypting the User's credit/debit card information and authorizing payment. All information given to STRIPE is subject solely to STRIPE'S own privacy policy, terms and conditions. For more information visit <https://stripe.com/en-IE/privacy>

Also see our Privacy policy for more information. For the Get a Quote function, the payment will be executed directly with the Space Provider.

## X. CANCELLATION AND REFUND POLICY

For Direct Bookings, no cancellation option is offered on the Platform. Users must contact the Space Provider directly (via e-mail or message function on mice.market) for their cancellation policy or refund.

## XI. DISCLAIMER AND LIMITATION OF LIABILITY

Subject to the limitations set out in these Terms and Conditions and to the extent permitted by law, we will only be liable for direct damages suffered, paid, or incurred by the User to an attributable shortcoming of our obligations in respect to our Services.

However, and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents, or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents will be liable for (i) any punitive, special, indirect, or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability, and ratings) of the Space Provider as made available on our Platform, (iii) the services rendered or the products offered by the Space Provider or other business partners, (iv) any (direct, indirect, consequential, or punitive) damages, losses, or costs suffered, incurred, or paid by the User, pursuant to, arising out of or in connection with the use, inability to use, or delay of our Platform, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential, or punitive) damages, losses, or costs suffered, incurred or paid by the User, whether due to (legal) acts, errors, breaches, (gross) negligence, wilful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the Space Provider or any of our other business partners (including any of their employees, directors, officers, agents, representatives, subcontractors, or affiliated companies) whose products or service are (directly or indirectly) made available, offered, or promoted on or through the Platform, including any (partial) cancellation, overbooking, strike, force majeure, or any other event beyond our control.

ESM AG is not responsible (and disclaims any liability) for the use, validity, quality, suitability, fitness, and due disclosure of the Space Provider's event venue and makes no representations, warranties, or conditions of any kind in this respect, whether implied, statutory or otherwise, including any implied warranties of merchantability, title, non-infringement, or fitness for a purpose. The User acknowledges and agrees that the relevant Space Provider is solely responsible and assumes all responsibility and liability in respect of the event (including any warranties and representations made by the Space Provider). Complaints or claims in respect of the event (including related to the offered (special/promotion) price, policy or specific requests made by Users) are to be dealt with by the Space Provider. ESM AG is not responsible for, and disclaims any liability in respect of such complaints, claims, and (product) liabilities.

Whether or not the Space Provider has charged the User for the event space the User acknowledges and agrees that the Space Provider is always responsible for the collection, withholding, remittance, and payment of the applicable taxes due on the total amount of the (event) price or fee to the relevant tax authorities. ESM AG is not liable or responsible for the remittance, collection, withholding, or payment of the relevant taxes due on the (event) price or fee to the relevant tax authorities. ESM AG does not act as the

merchant of record for any product or service made available on the Platform.

ESM AG exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights, the look and feel (including infrastructure) of the Platform on which the Service is made available and the User is not entitled to copy, scrape, (hyper-/deep) link to, publish, promote, market, integrate, utilize, combine or otherwise use the content (including any translations thereof) or our brand without our express written permission.

## XII. PRIVACY POLICY

Our Users' privacy is very important to us. By using our site and mice.market® Services, we commit to protecting and safeguarding any data that Users give us. We always act in our Users' best interests and are transparent about the processing and usage of all data. By using our site the User accepts our Privacy Policy (<https://mice.market/privacy-policy>).

## XIII. JURISDICTION

To the extent permitted by law, these Terms and Conditions and the provision of our Services shall be governed by and construed in accordance with Swiss law and any dispute arising out of these general Terms and Conditions and our Services shall exclusively be submitted to the competent courts in Zurich, Switzerland. In case of dispute the German version of these Terms and Conditions shall take precedence.

## XIV. CHANGES TO THIS DOCUMENT

ESM AG / mice.market® reserves the right to change these Terms and Conditions from time to time.