TERMS OF USE

Right Revenue is provided by Right Revenue Limited of 5 Windmill Business Park, Saintfield, Ballynahinch, BT24 7DX,, registration number: NI636134 ("**we**", "**us**", "**our**").

The provisions in this document ("**Terms**") set out how you may use Right Revenue and the conditions on which we are agreeing to provide it to you.

If you have any questions about these Terms, feel free to ask us by sending an email to ask@rightrevenue.co.uk.

1. WHAT THESE TERMS MEAN

1.1. These Terms form a binding legal agreement ("**Agreement**") between the user ("**you**", "**your**") and us.

1.2. In these Terms, the following words have the following meanings:

"**Account Hotels**" means those hotels which we have set up on the Client Account;

"**Client Account**" means the account set up on Right Revenue by us for our Client;

"Content" means any content, whether text, images, media files or content displayed in any other format;

"**Data Protection Legislation**" means General Data Protection Regulation (EU) 2016/679) ("**GDPR"**) if applicable and/or any applicable national implementing laws, regulations and secondary legislation including the Data Protection Act 2018 ("**DPA 2018"**) relating to data protection and privacy, as amended or updated from time to time, in the UK, as well as any successor legislation to the GDPR and DPA 2018;

"IPR" means patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, design rights, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

"**our Client**" means the party which purchased a User Licence from us and designated you to use Right Revenue on its behalf in respect of any Account Hotels;

"**our Services**" means the provision of Right Revenue;

"Personal Data" has the meaning given to it in the Data Protection Legislation;

"**Right Revenue**" means the revenue consultancy software provided by us to you and includes any Content, algorithms, diagrams, graphs, data and results presented therein or created using the software; and

"**User Licence**" means a licence to use Right Revenue.

1.3. In these Terms, words in the singular include the plural and in the plural include the singular; a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it; and references to "**including**" and "**include(s)**" shall be deemed to mean respectively, "**including without limitation**" and "**include(s) without limitation**".

2. **ACCEPTING THESE TERMS**

2.1. You may not use Right Revenue if you do not accept these Terms. You may agree to these Terms either by using or accessing Right Revenue or by agreeing to these Terms where the option is made available to you.

2.2. We may modify these Terms from time to time without notice to you. We recommend that you review these Terms on a regular basis. You understand and agree that any use by you of Right Revenue following changes having been posted by us, will be deemed acceptance of such changes.

3. **LICENCE AND ACCESS**

3.1. You are being granted access to Right Revenue because you have been designated by our Client to access Right Revenue on its behalf in respect of any Account Hotels. In consideration of the licence fee paid by our Client to us (and subject to the provisions of this Agreement), we hereby grant you a non-exclusive, non-assignable, non-transferable, non-sub-licensable licence to use Right Revenue solely and strictly for internal use by you on behalf of our Client, to gain insights into the revenue structures of Account Hotels. **You are not entitled to use Right Revenue in respect of any hotel or business which is not an Account Hotel.**

3.2. In order to access Right Revenue you may have been sent a URL ("**Access URL**"). You agree not to disclose the Access URL to anyone else without our prior, written consent; and agree to take all reasonable steps to protect the Access URL from unauthorised access.

3.3. You undertake to indemnify and keep indemnified us against any and all claims, loss, expense and charges incurred by us as a result of any breach by you of this Agreement.

4. **USE OF RIGHT REVENUE BY YOU**

4.1. You agree that you will not: (a) take any action that imposes, or may impose (in each case in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (b) copy, duplicate, reproduce, rent, lease, operate a service bureau, transfer, redistribute, sub-licence, loan, sell, trade, resell, modify, create derivative works, distribute or publicly display, all or any part of Right Revenue without our prior written consent; (c) interfere or attempt to interfere with the proper working of Right Revenue or any activities conducted via Right Revenue; (d) bypass any measures we may use to prevent or restrict access to Right Revenue; (e) attempt to reverse engineer, decompile or otherwise seek to obtain access to the source code in Right Revenue; (f) engage in any activity that interferes with or disrupts Right Revenue, or the servers and networks which are connected to Right Revenue; and/or (g) use nor allow anyone else to use, any automated software, process, programme, robot, web crawler, spider, data mining, trawling or other "screen scraping" software (whether or not the resulting information is be used for your internal purposes) in respect of Right Revenue and you must not disclose your password to anyone else for the purposes of using any such technology.

4.2 Right Revenue is intended to provide rate recommendations on the basis of the information provided to us during installation and training and/or information Uploaded onto Right Revenue from time to time. You specifically acknowledge and agree that:

4.2.1 it is your responsibility to ensure that all content and information provided to us and/or uploaded on to Right Revenue is correct, accurate and up-to-date at all times. Any failure to provide the correct and/or updated information about rate strategy, number of rooms or otherwise will have an effect on the results you receive when you use Right Revenue;

4.2.2 it is your responsibility to ensure that any property management system you use in connection with Right Revenue is in good working order, we accept no liability nor responsibility for any such third party software; and

4.2.3 Right Revenue is not and must not be used as accounting software. Right Revenue relies on demand at the time a booking is made for hotel accommodation, it should not be relied upon to record or monitor any adjustments, refunds, discounts or reductions which may be made or agreed from time to time between an Account Hotel and a guest.

5. ACCOUNT SECURITY

5.1. It is your responsibility to ensure that any passwords and/or login details associated with your user account for Right Revenue are kept confidential at all times. As such, you acknowledge and agree that you will be responsible for any activities carried out using your user account. If you know or suspect that someone else knows your password you agree to notify us immediately.

5.2. You acknowledge and agree that we may monitor your use of Right Revenue and all activities under your user account. Where, in our sole opinion, we suspect misuse of Right Revenue has occurred, we reserve the right to suspend or terminate your account (and the Client Account).

6. USER CONTENT

6.1. In order to make use of Right Revenue, you may need to upload Content to the software, (any such Content, whether uploaded by you or anyone else connected with the Client Account, **"User Content**").

6.2. You acknowledge and agree not to upload on to Right Revenue any Content which: (a) is misleading, harmful, threatening, abusive, harassing, defamatory, offensive, violent, obscene, pornographic, vulgar, libellous, racially, ethnically, religiously or otherwise objectionable; (b) constitutes unauthorised disclosure of personal or confidential information; (c) violates the rights of any party (including but not limited to any patent, trade mark, trade secret, publicity right, privacy right, copyright or other IPR) or otherwise create liability or violate any local, state, national or international law; (d) contains viruses, trojans, worms, corrupted files or code, files and programs designed to impede or destroy the functionality of any computer software or hardware; spyware and malware designed for phishing and with a view to compromise the data security and integrity, and obtain sensitive personal or financial information; and/or (e) constitutes or encourages a criminal offence.

6.3. By uploading any Content using Right Revenue, you represent and warrant that: (a) you have the rights, power and authority necessary to upload the Content for the purposes set out in this Agreement; (b) you have the lawful right to upload, reproduce, distribute and store the Content; (d) the uploading, reproduction and/or distribution of the Content will not constitute or encourage a criminal offence or violate the rights of any party or otherwise create liability or violate any relevant local, national or international law; (e) the Content complies with the restrictions set out in clause 6.2; and (f) use by us of the Content for the purposes of providing our services and in aggregate for statistical purposes will not breach the IPR of any third parties.

6.4. You acknowledge and agree that: (a) we have no duty to moderate any content accessible via Right Revenue and that you are solely responsible for any User Content uploaded by you; (b) any use by you (or anyone else) of or reliance upon any Content or User Content accessible via Right Revenue is at your sole risk. We do not guarantee the accuracy or integrity of any User Content; and (c) we reserve the right to remove or edit any User Content, without notice and at our sole discretion, if we determine that it is not in compliance with these Terms or is notified to us as objectionable by a third party, and to provide your IP address and other identifying information to law enforcement authorities, where appropriate, and take any and all other legal action at our disposal if we believe you have breached these Terms.

7. **PERSONAL DATA**

7.1. By transferring any Personal Data to us, whether by uploading Personal Data on to Right Revenue or otherwise, you are representing and warranting that you have obtained the necessary consents required at law to allow us to store and process the data for the purpose of providing our Client with our Services and as set out in our privacy notice.

8. **INTELLECTUAL PROPERTY RIGHTS**

8.1. Right Revenue includes a range of information, including templates, fonts, text, data, video, audio, graphics and other content (but excluding User Content) as well as reports, data, records, statistics, graphs, databases produced through analysis of data (altogether, the "**Right Revenue Content**"). You acknowledge and agree that we (or our licensors) own all legal right, title and interest in Right Revenue and the Right Revenue Content, including any IPR which subsist therein, as well as any IPR we may create in the provision of our services (in each case, whether those rights happen to be registered or not, and wherever in the world those rights may exist) (any such IPR, "**Right Revenue IPR**").

8.2. You may not copy, or make any use of any part of the Right Revenue Content (or any Right Revenue IPR) for any purposes save as expressly provided in this Agreement. In particular you may not modify, rent, lease, loan, sell, distribute or create derivative works based on the Right Revenue Content (either in whole or in part).

8.3. You may not use any of the fonts, trademarks, trade names, service marks, copyrights, logos, domain names and other distinctive brand features belonging to us or any third party unless you have valid written permission to do so. You agree not to alter, remove or obscure any proprietary rights notices (including copyright and trade mark notices) which may appear in or be held within Right Revenue.

9. **TERMINATION**

9.1. We may at any time, terminate this Agreement if: (a) you have materially breached any provision of these Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms); (b) we are required to do so by law; (c) if the User Licence granted to our Client expires or is terminated for any reason; and/or (d) if requested to do so by our Client.

9.2. On expiry or termination of this Agreement: (a) the licence granted at clause 3.1 terminates; (b) you shall not be entitled to access your user account or the Client Account (including any data stored by us in respect of the same); (c) all of the legal rights, obligations and liabilities that you and we have benefited from, been subject to (or which have accrued over time whilst this Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of clauses 3.2, 3.3, 4.1, 6.3, 7, 8, 9.2 and 10 - 12 (inclusive) shall survive termination of this Agreement

9.3. We reserve the exclusive right and prerogative to retain, maintain, archive, protect, use, or store any and all data or information, without regard as to time or duration, as it may deem reasonable or necessary in the pursuit of our business or interests, or in protecting such business or interests, notwithstanding the termination or cessation of your relationship with us.

10. **EXCLUSIONS AND LIMITATIONS**

10.1. Nothing in these Terms, including this clause 10, shall exclude or limit any warranty or liability which may not be lawfully excluded or limited by applicable law, including liability for fraud or for death or personal injury caused by our negligence.

10.2. You acknowledge that we have no control over the User Content or third party Content published. The amount created, the availability and any delays in publication of such User Content or third party Content are the sole responsibility of the respective party uploading the Content. We therefore exclude any and all liability to the maximum extent permitted by applicable law in relation to any act or admission of any third party.

10.3. Right Revenue is NOT a back-up service. In particular, you acknowledge and agree we will not be liable to you in the event of service failure, and you further acknowledge and agree that since we have no control over the content and/or quality of content (including User Content and third party Content) this limitation of our liability to you is reasonable.

10.4. At law, there are sometimes conditions, warranties and representations which are automatically deemed to apply, even though they may not be relevant in respect of a particular service. In order to avoid this risk, we think it makes more sense to set out all conditions, warranties and representations which do apply, in one document and in writing – that way everyone knows where they stand. To this end, we hereby exclude all conditions, warranties, representations and any other terms which are not expressly stated in this Agreement (including implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement), to the fullest extent permitted by law, and no advice or information, whether oral or written, obtained by you from us or any of our subsidiaries, affiliates, officials, employees, or personnel, or through or from Right Revenue shall create any warranty not expressly stated in this Agreement.

10.5. Right Revenue functions by collating data provided by third parties and using the User Content Uploaded by you or another User. We only use third parties which we trust, however since we are not involved in originating the data, we cannot give (and therefore hereby exclude to the fullest extent permitted at law) any warranties or guarantees in respect of the data. Neither can we give (and therefore hereby exclude to the fullest extent permitted at law) any guarantees or warranties in respect of any results which you may obtain through Right Revenue. While we try to include all relevant variables in our algorithms, there may be variables outside those metrics we have selected.

10.6. You acknowledge and agree that: (a) Right Revenue is provided "as is" and "as available”; (b) if you are unable to access all or part of Right Revenue because you do not have access to any necessary software or equipment, this shall not constitute a breach of these Terms by us and we shall not be liable for any loss, damage or expense which may result from your inability to access Right Revenue;(c) we make no representations or warranties that your use of Right Revenue will be uninterrupted, timely, secure or free from error or that defects in the operation or functionality of Right Revenue provided to you will be corrected that any content (including User Content and Right Revenue Content) will be accessible at any particular time; (d) we make no warranties or representations that defects in the operation or functionality of the Right Revenue will be corrected, rectified, or remedied; and (e) we have no liability to you for any use, misuse or loss of User Content by third parties, and/or any act or omission of any user or any third party provider.

10.7. While we are happy to tell you about Right Revenue and its functionality, you are best placed to understand your business needs. As such, we make no representations or warranties that Right Revenue (including its use in conjunction with any other software) will meet your requirements. Any material (including User Content, results and Right Revenue Content) downloaded or otherwise obtained or accessed through the use of Right Revenue is done at your own discretion and risk, and that you will be solely responsible for any damage, loss, or prejudice to your computer system or other device or loss of data that results from the download or access of any such material.

10.8. No advice or information, whether oral or written, obtained by you from us or any of our subsidiaries, affiliates, officials, employees, or personnel, or through or from Right Revenue shall create any warranty not expressly stated in these Terms. We shall not be under any liability whatsoever in respect of any inaccuracies or omissions in Right Revenue. All such liability is excluded by us to the fullest extent permitted by law.

10.9. You expressly understand and agree that we and our licensors shall not be liable to you for: (a) any indirect, special, incidental or consequential loss or damage which may arise in respect of Right Revenue and/or its use or non-availability; (b) loss of profit, business revenue, goodwill and anticipated savings: (c) any trading or other losses which you may incur as a result of use of or reliance upon any content; (d) the deletion of, corruption of, or failure to store, any content (including User Content and Right Revenue Content) and other communications data maintained or transmitted by or through your use of Right Revenue; or (e) any effect which use of Right Revenue may have on any software you use.

10.10. In the event that any exclusion contained in these Terms shall be held to be invalid for any reason, our total aggregate liability to you shall be limited to £10. You acknowledge that this limitation on our liability is reasonable.

10.11. You agree and acknowledge that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the use of Right Revenue; that we cannot adequately insure its potential liability to you; and that accordingly the exclusions and limitations contained in this clause 10 are reasonable. You also undertake at all times to mitigate any such damage or loss.

11. **GENERAL**

11.1. You shall not assign, transfer or sub-license any of your rights or obligations under this Agreement. We may at any time assign all or any of our rights and transfer all or any of our obligations under this Agreement.

11.2. Failure or neglect by us to enforce any of the provisions of these Terms at any time shall not be construed or deemed to be a waiver of our rights nor shall this in any way affect the validity of the whole or any part of these Terms, nor prejudice our rights to take subsequent action.

11.3. If any part of any provision of the Terms shall be or become invalid, unlawful or unenforceable to any extent, then the remainder of such provision and all other provisions of the Terms shall continue to be valid and enforceable to the fullest extent permitted by law.

11.4. These Terms represent the entire agreement of you and us in relation to the subject matter of these Terms and supersedes any previous agreement between you and us in relation to Right Revenue. Neither of you and us has relied upon any statement or representation made by the other in agreeing to enter this Agreement.

12. **LAW AND JURISDICTION**

12.1. These Terms shall be construed in accordance with Northern Irish law and the parties hereby submit to the exclusive jurisdiction of the Northern Irish courts to settle any disputes which may arise in connection with these Terms.