



Revspa Terms and Conditions

Please read these terms and conditions of use carefully (the "Terms") before using the Service as they form a legally binding contract between the parties listed above.

1. INTRODUCTION

- a. All amendments, modifications, enhancements or changes to the Service made available by the Company will be subject to these Terms.

2. DEFINITIONS AND INTERPRETATIONS

- a. RevSpa Service ("Service") - the processes, technology and services that enable the booking and sale of spa services and products directly via a client's website.
- b. Service Fee - a fixed percentage of the gross merchandise value (GMV).
- c. Set-Up Fee - fixed fee for the provisioning of the instance and our standard onboarding process that enables the client to provide the specified service to their customers within an agreed Set-Up Period - our standard implementation plan is based on the timely availability of content, images and other brand assets. In the case that is not achievable, an additional Custom Implementation Fee may be required to cover for increased effort from the RevSpa team.
- d. Custom Implementation Fee - a variable fee, based on Time & Materials, that will be agreed to cover additional effort from the RevSpa team due to increased complexity or lack of available assets.
- e. Set-Up Period - the maximum time provided between signature and live service to customers. If the Set-Up period is exceeded caused by Client delay, RevSpa reserve the right to charge an additional 10% of the Set Up Fee for each month of delay until the service is available to Customers.
- f. Gross Merchandise Value ("GMV") is the total sales value, including tax and other fees, that is processed through the platform during a specified period.
- g. RevSpa User ("User") - client personnel who have access to the RevSpa system to perform specific tasks, such as payment management, content management, price changes, promotion creation and other merchandising tasks.
- h. Administrator ("Admin") - the RevSpa team personnel who create and edit User permissions and authorities.
- i. Time Zone - all times in this document are UK specific.
- j. RevSpa Support - the dedicated team responsible for client success within the OneJourney support team.
- k. Incident - an unplanned interruption to, or reduction in the quality of, the RevSpa Service. May be reported by either the Client or RevSpa.
- l. Request - a request from the Client for something to be provided, such as training, advice, information or additional functionality (a change request).
- m. OneJourney - the overarching service that encompasses RevSpa.
- n. Anniversary Date - the contract end date based on the signature date and the Contract Term.

3. RIGHTS GRANTED

- a. You ensure that the User(s) of the Service comply with these Terms and acknowledge that you shall remain responsible and liable for the acts or omissions of all Users to the same extent as if you had carried out such acts or omissions yourself.
- b. Subject to the provisions of clause 3.3, all copyright and other intellectual property rights in the Service and material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. Any use of extracts from the Website for any purpose is prohibited.
- c. All copyright and intellectual property rights in any information uploaded by you or your employees to the Service shall remain vested in you, your employees or your licensors.
- d. No part of the Website or Service may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.



- e. Any rights not expressly granted in these Terms are reserved.

4. SERVICE ACCESS & TECHNICAL SUPPORT

- a. Service Availability
 - i. We endeavour to ensure that the Service is normally available 24 hours a day and have a target uptime of 99.8%, excluding scheduled maintenance downtime. Access to the Service may be suspended temporarily and without notice in the case of urgent maintenance or for reasons beyond our control.
 - ii. We shall not be liable if for any reason the target uptime is not met.
 - iii. In the event that planned maintenance which may impact availability or performance is required, we will inform client at least 12 hours in advance of event.
- b. Incidents, Requests and target initial Response times are defined as follows:
 - i. Critical (Severity 1). A critical production issue that severely impacts your use of the service. The situation halts your business operations and no procedural workaround exists. For instance, the Service is down or unavailable preventing orders and payments to be completed. Severity 1 issues may require the client to have resources available to work on the issue on an ongoing basis with Journey if required. Target response time is under 4 business hours.
 - ii. Major (Severity 2). Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to business operations and no reasonable workaround exists. For instance, stock availability cannot be managed. Target response time is under 1 business day.
 - iii. Minor (Severity 3). There is a partial, non-critical loss of use of the service with a medium-to-low impact on your business, but your business continues to function. For instance, new products cannot be added to the system. Target response time is under 2 business day.
 - iv. Cosmetic (Severity 4). Inquiry regarding a routine technical issue; information requested on application capabilities or configuration; bug affecting edge cases. Acceptable workaround available. For instance a query on user permissions, or informing OneJourney of a change in client escalation team. Target response time is under 4 business days.
- c. Provision of Support
 - i. RevSpa Support operates 9am to 5pm, Monday to Friday and are contactable through various channels following our incident management process, see <https://journey.travel/terms/onejourney-incident-management-process/>
 - ii. RevSpa Support provide assistance to Client Users only; direct contact with Customers & Guests is managed by Client.
 - iii. Technical support will only be provided for bugs or errors in the Service that are reproducible by us. You agree to provide us with full and accurate details of all bugs and errors in the Service requested by us. You acknowledge that we provide no warranty that all or any bugs or errors in the Service will be corrected.
- d. RevSpa contacts and escalation path
 - i. All incidents and requests should be logged per the incident management process
 - ii. Our current escalation process and associated contact names and details are always available via <https://journey.travel/terms/onejourney-incident-management-process/>
 - iii. Client will provide names and contact details for their current escalation team, which will be used by the OneJourney Support team as appropriate. Changes to contact details should be notified by raising a Severity 4 incident report. It is the client's responsibility to ensure the contacts are kept up to date.
- e. Site performance
 - i. We regularly monitor site performance to ensure acceptable page load speeds, which may lead to recommendations concerning Website assets maintained by Client. It is the client's responsibility to act on these recommendations.
- f. Training
 - i. We will ensure you and your team are trained and proficient on the platform to the required level, determined by Us. Training will be delivered by video conference call and augmented by support calls and recorded video demos. Our standard video conference training consists of up to 3 hours per Client, and is delivered before the



Service goes live via the Client's website. On request, and at Our discretion, additional training and configuration services can be provided at additional cost.

- ii. On site training is available at additional cost; this will be charged at our prevailing training day rate plus travel and subsistence.
- g. Resilience
 - i. The Company has implemented a three-tier resilience strategy to provide the highest levels of availability.
 - 1. A replica of the live database is synchronised in real-time and resides in a different data centre. This has automatic failover in the event of a problem with the live database or the primary data centre, and provides a 99.95% uptime SLA through Amazon's Relational Database Service (RDS).
 - 2. Transaction logs within RDS enable point in time recovery in 5-minute increments for the prior seven days, enabling the database to be restored to a specific point.
 - 3. A full backup is taken every 24 hours and is retained for 7 days. In the unlikely event of the live and replica databases becoming unrecoverable, the Company would restore data to the point of the last backup.

5. ACCEPTABLE CONDUCT

- a. You warrant that any material that You post or provide to the Service is not protected by a third party copyright or any third party intellectual property rights, and that We can use such material lawfully.

6. REGISTRATION & PAYMENT

- a. Each account is for use by a single legal entity (e.g. a company or a partnership) You may provide users with access to your account by raising a support request per the incident management process to create a new user. The Company does not permit you to share your username and password with any other person nor with multiple users on a network.
- b. Responsibility for the security of all usernames and passwords issued rests with you.
- c. The Set-Up fee will be invoiced on signature of the RevSpa order form, and is subject to our standard terms of 14 days.
- d. Service fees are taken at the point of customer transaction.
- e. Please note that if you terminate your Service agreement then you may lose content, features or capacity. We do not accept any liability for these losses.
- f. All fees quoted are exclusive of all taxes, charges, levies, assessments and other fees of any kind imposed on your use of the Service and shall be the responsibility of, and payable by you. If your place of business is outside the UK and you provide us with a valid VAT registration number then we will not charge you VAT. .
- g. We reserve the right to suspend your Service immediately if you fail to provide us with payment of the full amount of any outstanding fees and charges within 14 days of the due date. We will provide prior notice of our intention to suspend your Account by email to your then registered email address (as provided per 4.4.3). If no payment is made to clear the full amount of any outstanding fees and charges within a further 14 days your account and all associated data will be deleted and the agreement between us set out in these Terms shall be automatically terminated.
- h. All accounts on the RevSpa platform require a Stripe Payment account. Stripe have their own transaction fees which are separate and extra to that of Journeys service fees. Stripe also have their own terms found at <https://stripe.com/gb/privacy> which must also be agreed to by all parties.

7. DISCLAIMER

- a. While the Company endeavours to ensure that the information provided on the Website and the information provided in connection with the Service is correct, the Company does not warrant the accuracy and completeness of such material. The Company may make changes to the material on the Website or to the Service, or to the products and prices described on the Website, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.
- b. The material on the Website and the Service is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with access to the Website and the Service on the basis that the



Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Website or the Service.

- c. Status of Pre-Contractual Statements - Each of the parties acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.
- d. You acknowledge that:
 - i. the Service has been developed to meet the specific requirements of the hospitality sector, and that it is your responsibility to ensure that the facilities and functions of the Service meet your requirements;
 - ii. Whilst we test across a wide range of browser and device combinations (currently tested and supported devices and browsers are documented here <https://journey.travel/terms/onejourney-browser-policy> it is not possible to test the Service in advance in every possible operating combination and environment; and
 - iii. Whilst we endeavour to provide a Service with minimal issues, it is not possible to produce a Service known to be error free in all circumstances.

8. LIABILITY

- a. You agree that in no event shall We, including any of Our contractors, employees or owners, be liable for an amount greater than the sum of the Fee(s) (Service Fee and Set-Up Fee) that You have paid in the preceding 12 months, whether the basis of Your recovery be in contract law or tort law. In no event shall We be liable for consequential, incidental, or punitive damages.

9. TERM & TERMINATION

- a. This agreement is valid for 2 years and will auto renew on the Anniversary Date stated above unless notice has been received 30 days prior to the Anniversary Date.
- b. You may terminate this Agreement by signed written notice to the Company 30 days prior to the contract renewal date.
- c. Upon termination for any reason:
 - i. all rights granted to you under these Terms shall cease;
 - ii. you must cease all activities authorised by these Terms;
 - iii. you must immediately pay to the Company any sums due to the Company under these Terms;
 - iv. you will not be entitled to any refund or credit in respect of any fee paid by you in advance for any cancelled Service; and
- d. The Company may terminate this Agreement immediately by written notice to you if:
 - i. you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
 - ii. a petition for a bankruptcy order to be made against you has been presented to the court; or
 - iii. you (being a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986).

10. TRANSFER OF RIGHTS AND OBLIGATIONS

- a. These Terms are binding on you and us, and on our respective successors and assigns.
- b. You may not transfer, assign, charge or otherwise dispose of these Terms or any of your rights or obligations arising hereunder, without our prior written consent.



- c. We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of our rights or obligations arising hereunder, at any time.

11. NOTICES

- a. All notices must be sent to Journey Hospitality Limited at notice@journey.travel or posted to Elmstone Business Park, Stoke Road, Elmstone Hardwicke, Cheltenham, GL51 9SY. We may give notice to you at either the e-mail or postal address you provided to us when registering.

12. EVENTS OUTSIDE OUR CONTROL

- a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations hereunder that is caused by events outside our reasonable control.

13. WAIVER

- a. If we fail, at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled hereunder, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- b. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- c. No waiver by us of any of these Terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

14. PUBLICITY

- a. Client hereby grants Journey a non-exclusive, non-transferrable, non-sublicensable, and royalty-free license to use and reproduce Clients assets including name, logos, images and trademarks on Journey's customer lists, advertising, and website.
- b. After the Effective Date, Journey may issue a high-level press release announcing the parties relationship and transactions under this agreement (a "Contract Win" press release).
- c. Within the first year after go-live, Client and Journey may collaborate on a case study, to be agreed between the parties, which may be published on Journey's website and 3rd party media.
- d. Journey may refer to client within thought leadership and best practice articles, which may be published on Journey's website and 3rd party media.

15. SEVERABILITY

- a. If any provision of these Terms is illegal or unenforceable, that provision will be severed from these Terms, and the other provisions will continue to be valid.

16. ENTIRE AGREEMENT

- a. These Terms and any document expressly referred to in it represents the entire agreement between us in relation to the use of the Website and the provision of the services and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.
- b. We each acknowledge that, in entering into these Terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these Terms except as expressly stated herein.
- c. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into these Terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

17. DATA PROTECTION

- a. Clients own their own data. Journey is registered with the Information Commissioner's Office (ICO) under the Data Protection Act and complies with the EU Data Protection Directive 95/46/EC
- b. Customer data will not be sold to third parties.

18. GOVERNING LAW AND JURISDICTION



- a. This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English Courts.