

THE STUDENT HOTEL

Terms of Use | TSH LIFE App

Last updated: September 1st 2017

The TSH LIFE App is the gateway to your wonderful life at The Student Hotel.

1. TERMS OF USE

1.1 These Terms of Use (the “**Terms**”) govern the access or use by you (“**You**”), an individual, from within any country in the world, of (mobile) applications, websites, content, products, and services (together: the “**Services**”) made available by TSH Management B.V. (or any of its affiliate companies), a limited liability company registered under the laws of the Netherlands with its statutory seat in Amsterdam, the Netherlands, and its office at Wibautstraat 129 (1091 GL), registered with the Dutch Chamber of Commerce under number 55241247 (“**The Student Hotel**”).

1.2 The Terms constitute a legally binding agreement between You and The Student Hotel in respect of your use of the Services. By accessing, browsing and using the application (the “**TSH LIFE App**”), You acknowledge and agree to have read, understood and agreed to the Terms set out below (including the privacy statement). If you do not agree with these Terms of Use, You may not access or use the TSH LIFE App or the Services.

1.3 These Terms supersede any and all prior oral and written quotations, communications, agreements and understandings between You and The Student Hotel. These Terms shall apply in preference to and supersede any and all terms of any use of any kind by You. In case these Terms shall become partly invalid, You and the Student Hotel remain bound the remainder of these Terms.

1.4 Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to You in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services

1.5 The Student Hotel may amend the Terms related to the Services from time to time. Amendments will be effective upon The Student’s Hotel posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

2. PRIVACY

2.1 Our collection and use of personal information in connection with the Services is as provided in The Student Hotel’s Privacy Policy located at <https://www.thestudenthotel.com>

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3. THE SERVICES

3.1 The Services constitute a technology platform that enables users of The Student Hotel's mobile applications or websites provided as part of the Services, being the TSH LIFE App. The TSH LIFE App amongst others helps You connect with other The Student Hotel buddies, online and offline; bringing the global community together, allowing You to truly connect, per location or by getting people suggested that share your passion, in and around a constant flow of events and content tailored to You. Additionally, You can customize your stay with funky add-on packages. Keep tabs of your payments via the TSH Life App to prevent unpleasant surprises and pay your bill in just a few easy swipes.

The TSH LIFE App will be your way to hook up, find the best parties, upgrade your stay, and connect with all your friends from The Student Hotel around the world, for now and the rest of your life.

4. RIGHTS AND OWNERSHIP

4.1 Subject to your compliance with these Terms, The Student Hotel grants You a limited, non-exclusive, non-sublicensable, revocable, non-transferrable right to: (i) access and use the TSH LIFE App on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by The Student Hotel and its licensors.

4.2 The Services and all rights and data therein are and shall remain The Student Hotel's property or the property of its licensors. Neither these Terms nor your use of the Services convey or grant to You any rights: (i) in or related to the Services except for the limited user right granted above; or (ii) to use or reference in any manner The Student Hotel's company names, logos, product and service names, trademarks or services marks or those of its licensors.

4.3 The Services may be made available or accessed in connection with third party services and content (including advertising) that The Student Hotel does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. In no event shall The Student Hotel be responsible or liable for any products or services of such third party providers.

5. RESTRICTIONS OF USE

5.1 You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by The Student Hotel; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch

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any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

6. ACCOUNT

6.1 In order to use most aspects of the Services, You must register for and maintain an active personal user Services account ("**Account**"). Please note that, upon entering into a hotel agreement with The Student Hotel, an Account will be automatically created for You, which Account will become active after your registration of the Account. You must be at least 16 years of age to obtain an Account. If and when the Account is not registered as a result of your entering into a hotel agreement, the Account registration requires You to submit to The Student Hotel certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or The Student Hotel's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and You agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by The Student Hotel in writing, you may only possess one Account.

6.2. You may control Your Account and how You interact with the Services by changing the options in your profile page in the TSH LIFE App. By providing your e-mail address to The Student Hotel, You consent to our use of that e-mail address to send You Services related e-mails, including any notices required by law, in lieu of communication by postal mail. By providing your mobile phone number to The Student Hotel, You consent to our use of the phone number to send You Services related SMS messages. You cannot opt out of Service-related e-mails or SMS messages as these are vital to operating our Service.

6.3 We may also use your e-mail address and/or cell phone number to send You other messages, such as information about changes to features of the Service and special offers. If You prefer not to receive such messages, You may opt out or change your preferences in the profile page of the TSH LIFE App. Opting out may prevent You from receiving messages regarding updates, improvements or offers.

7. USER PROVIDED CONTENT

7.1 The Student Hotel may, in its sole discretion, permit You from time to time to submit, upload, publish or otherwise make available to The Student Hotel through the Services textual, audio, and/or visual content and information, including chat messages in private or public groups, commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("**User Content**"). Any User Content provided by You remains your property. However, by providing User Content to The Student

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Hotel, You grant The Student Hotel a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and The Student Hotel's business and on third-party sites and services), without further notice to or consent from You, and without the requirement of payment to You or any other person or entity.

7.2 You represent and warrant that: (i) You either are the sole and exclusive owner of all User Content or You have all rights, licenses, consents and releases necessary to grant The Student Hotel the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor The Student Hotel's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

7.3 You agree to not provide User Content that is in any way defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by The Student Hotel in its sole discretion, whether or not such material may be protected by law. The Student Hotel may, but shall not be obligated to, review, monitor, or remove User Content, at its sole discretion and at any time and for any reason, without notice to You. The Student Hotel reserves the right to inform the competent investigative authorities about User Content that is in breach of public order, otherwise in violation of the law and/or in case The Student Hotel is obligated to report such User Content.

7.4 The Student Hotel reserves the right to investigate, (temporarily) block and/or remove from its servers, without warning, any User Content and/or Account to block anyone from accessing any part of the TSH LIFE App, when The Student Hotel ascertains, at its own sole discretion or after receiving substantiated and valid complaints that You violate these Terms or act in violation of any applicable law or regulation.

7.5 If You have any complaints or objections to material or content (including User Content) posted in the TSH LIFE App, or if You believe that any of such material infringes a copyright that You hold, please contact us immediately. The Student Hotel will make all reasonable endeavours to remove illegal content within a reasonable time.

8. PAYMENT

8.1 You understand that use of the Services may result in charges to You for the services or goods You receive from The Student Hotel ("**Charges**"). After You have received services or goods obtained through your use of the Services, The Student Hotel will facilitate your payment of the applicable Charges. Charges will be inclusive of applicable taxes where required by law. Charges paid by You are final and non-refundable, unless otherwise determined by The Student Hotel. All Charges are due immediately and payment will be facilitated by The Student Hotel using the preferred payment method designated in your Account, after which The Student Hotel will send You a receipt by e-mail. If your primary Account payment method is determined to be

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expired, invalid or otherwise not able to be charged, You agree that The Student Hotel may, use a secondary payment method in your Account, if available.

9. DISCLAIMER

9.1 The Student Hotel provides its Services “as is”, without warranty of any kind. Without limiting the foregoing, The Student Hotel explicitly disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. The Student Hotel makes no warranty that the Services are available on an uninterrupted, secure or error-free basis. Your use of the Services is at your own risk. You acknowledge and agree that The Student Hotel is not responsible for any damages to your (mobile) device or computer system or the (mobile) device or computer system of any third party that result from use of the Service and is not responsible for any failure of the Service to store, transfer or delete a file or for the corruption or loss of any data, information or content contained in a file.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 You will defend, indemnify and hold harmless The Student Hotel, including its employees and affiliates, from and against any claims, incidents, liabilities, procedures, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or your violation of these Terms of Use, including any third party claims. However, this limitation of liability does not intend to exclude the liability of The Student Hotel for the intentional and/or deliberate recklessness of The Student Hotel themselves (“their own acts”) and or the management of The Student Hotel.

10.2 In no event will The Student Hotel be liable to You or to any third party for any damages arising out of use of the Website or the Services, whether based on warranty, contract, tort (including negligence) or any other legal theory and whether or not The Student Hotel has been informed of the possibility of such damage, even if any limited remedy is found to have failed its essential purpose. The Student Hotel will not accept any liability for damage as a result of an attributable failure in the performance of the agreement to provide the Service or pursuant to an unlawful act or whatever other reason, including, but not limited to any incidental, special, consequential damage resulting from or in connection with the use of the Services and/or the impossibility of using it insofar as this is allowed under mandatory law. In the event The Student Hotel is liable for damage under mandatory law, The Student Hotel’s aggregate liability to You for any and all claims arising out of or in connection with the use of the Services will in no event exceed three hundred euro (EUR 300) per incident.

10.3 The limitations and disclaimer in these Terms do not purport to limit liability or alter your rights as a consumer that cannot be excluded under the applicable law.

11. APPLICABLE LAW AND JURISDICTION

11.1 All rights and obligations arising out of or in connection to these Terms of Use are construed, governed, interpreted and enforced according to the laws of the Netherlands. The

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exclusive jurisdiction and venue of any action with respect to any subject matter relating to these Terms will be the courts located in Amsterdam, the Netherlands, unless stipulated otherwise by mandatory Dutch or international laws. You waive any objection to jurisdiction and venue in the courts of the Netherlands.

12. CONTACT

You can contact The Student Hotel by e-mail to info@studenthotel.com.

The Student Hotel may give notice by means of a general notice on the Services by e-mail to your e-mail address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to The Student Hotel by written communication to The Student Hotel's office at Wibautstraat 129 (1091 GL) Amsterdam, the Netherlands.