

# Hijiffy Terms & Conditions

## General Contract Terms

### **BY AND BETWEEN**

On the one hand, HORIZON BEHAVIOUR LDA (hereinafter, "Hijiffy"), with registered office on Rua das Eiras nº 5 7960-262 Vidigueira (Portugal) and holder of Tax ID Code No.: PT514159596.

And on the one hand, the counterparty (hereinafter, "counterparty") accepting Hijiffy Terms & Conditions when registering in the website <http://console.hijiffy.com/register>.

Both Parties, recognising mutually and reciprocally their full capacity to be bound by this Contract, grant the following:

### **RECITALS**

#### **1. Subject**

These General Contract Terms, together with the contract and its appendices, form the contractual agreement between the counterparty and Hijiffy. In the event of conflicts between the contract and these General Contract Terms, the contract shall prevail. Any general business terms and conditions of the counterparty do not apply.

#### **2. Parties' areas of responsibility**

Hijiffy is responsible for the installation and operation of a chatbot in the counterparty websites and other messaging channels (such as Facebook Messenger, Line and WeChat accounts or others), as well as for its connection to the rates and availability systems. Hijiffy guarantees uninterrupted maintenance of chatbot. The counterparty notes that Hijiffy's chatbot is an extremely complex system, for which it is impossible to fully preclude technical faults.

#### **3. Data Protection**

The GDPR applies to 'controllers' and 'processors'. A controller determines the purposes and means of processing personal data (Article 4.7 of the GDPR) - the counterparty. A processor is responsible for processing personal data on behalf of a controller (Article 4.8 of the GDPR) - Hijiffy. The data to be collected from users/potential guests using Hijiffy solution are their name, gender, email, phone number, reservation check-in and check-out dates, number of adults and children and history of conversation, to be used for customer care and reservation purposes. Hijiffy will save the data until the counterparty requests its deletion, no more than 90 days after counterparty's request.

#### **4. Support**

Hijiffy will provide email support to the counterparty for local office hours (10 am to 7 pm, Europe/Lisbon time).

Support Email	support@hijiffy.com
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#### **5. Relationship between the parties and to third parties**

The counterparty is neither an agent nor a representative of Hijiffy and is not authorized to act on behalf of Hijiffy or to enter into obligations in favor of third parties for it. The counterparty must clearly distinguish between its products and services and Hijiffy' products and services.

#### **6. Payment**

The fees and submission of invoices are governed by the terms in Annex 3 Pricing. Invoices from Hijiffy are due for payment within 30 days after they are issued.

#### **7. Liability**

Hijiffy' liability to the counterparty is, to the extent legally permissible, limited to damages caused by Hijiffy' willful conduct or gross negligence.

#### **8. Confidentiality**

The parties mutually agree to maintain the confidentiality of all confidential information of the other party. Hijiffy is entitled to employ subcontractors and agents to assist it in providing services, but it must impose the same confidentiality undertaking on them.

#### **9. Amendments**

Hijiffy reserves the right to amend and to supplement these General Contract Terms at any time. The counterparty will be notified in writing at least 30 days before they come into force of the amendments and/or supplements. If the counterparty does not agree with the notified amendment or supplement, it shall have the right to terminate the contract affected by the amendment and/or supplement at the time the amendment and/or supplement comes into force, by registered letter or email within 20 days of receipt of notification of the amendment and/or supplement. In this scenario, the counterparty will be refunded in prorated amount calculated taking into consideration the remaining paid days of the service after contract termination.

#### **10. Duration of the contract, termination**

The term of this contract continues for the duration of the Initial Term specified on the Annex *Trial Period and Payment terms*. Thereafter, the Term will renew for the Renewal Term, unless either party provides advance written cancellation notice at least thirty (30) days before the start of the next Renewal Term. In the event of a breach of contract (including a payment default) by the other party that has been notified but not cured within 30 days, the contract can be terminated with immediate effect.

#### 11. Jurisdiction

The competent, ordinary courts at Portugal shall have exclusive jurisdiction over any dispute arising out of or in connection with this agreement.

## Service Level Agreement

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Hijiffy and the counterparty.

### 1. Definitions

- “Maintenance” means scheduled Unavailability of the Services, as announced by Hijiffy with a minimum notice period of 7 days prior to the Services becoming Unavailable. “Maintenance” shall not exceed one (1) hour. However, in the exceptional case that “Maintenance” will exceed one (1) hour, Hijiffy will announce with a minimum notice period of 14 days prior to the Services becoming Unavailable.
- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.
- “Service Credit” means a credit denominated in Euros, calculated as set forth below, that will be used to discount the amount in the next counterparty’s Payment.
- “Unavailable” and “Unavailability” mean when one of the following services is not running/working due to Hijiffy’s fault:
  - Console: agents have access to old and new conversations transcripts with ability to reply, across all channels;
  - Widget: chat widget is loading in all websites where is installed and visitors are able to access conversation and reply;
  - Chatbot: chatbot is loading the predefined decision tree and hand-offs the conversation to agents if unable to identify a configured FAQ, in all channels (Websites, Messenger, Line, WeChat).

### 2. Service Commitment: 99.9% Uptime

Hijiffy will use reasonable efforts to make the solution available with a Monthly Uptime Percentage of at least 99.9% during any billing cycle. Subject to the SLA Exclusions, if Hijiffy does not meet the Service Commitment, the counterparty will be eligible to receive a Service Credit. Hijiffy’s uptime can be monitored at <https://status.hijiffy.com/>. A Monthly Uptime Percentage of 99.9% means that Hijiffy guarantees the counterparty will experience no more than 43 min and 12 seconds of Unavailability per month. All services are monitored 24x7. Services not running/working that lead to unavailability will have a response time inferior to 1 hour.

### 3. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges due on the counterparty’s monthly costs in which the Unavailability occurred, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.9% but equal to or greater than 99.0%, the counterparty’s will be eligible for a Service Credit of 10% of the charges for that month specified in Annex 3 - Pricing.
- For Monthly Uptime Percentage less than 99.0%, the counterparty’ will be eligible for a Service Credit of 30% of the charges for that month specified in Annex 3 - Pricing.

Hijiffy will apply Service Credits only against future payments for the Services otherwise due from the counterparty. Service Credits will not entitle the counterparty to any refund or other payment from Hijiffy.

### 4. Sole Remedy

Unless otherwise provided in the Terms, the counterparty’s sole and exclusive remedy for any unavailability, non-performance, or another failure by Hijiffy to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

### 5. Credit Request and Payment Procedures

To receive a Service Credit, the counterparty must submit a claim by emailing to [support@hijiffy.com](mailto:support@hijiffy.com). To be eligible, the credit request must be received and must include:

- the words “SLA Credit Request” in the subject line;
- the dates and times of each Unavailability incident that the counterparty are claiming;

If the Monthly Uptime Percentage of such request is confirmed by Hijiffy and is less than the Service Commitment, then Hijiffy will issue the Service Credit to the counterparty in the following invoice sent to the counterparty’s.

### 6. SLA Exclusions

The Service Commitment does not apply to any Unavailability:

1. Caused by factors outside of Hijiffy’s reasonable control, including any force majeure event;
2. That results from any actions or inactions of the counterparty;
3. That results from any counterparty’s software or technology;
4. That results from failures of Services not controlled by Hijiffy: Facebook Messenger, Line or WeChat;
5. That results from any Maintenance.

## Annex 1 - Services

### Chatbot

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**The service includes 1 chatbot shared across all messaging channels, with the following main functionalities:**

- Booking flow;
- Quote request;
- Transfer to a human agent when necessary;
- Answer FAQs for each hotel;
- Collects customer satisfaction score.

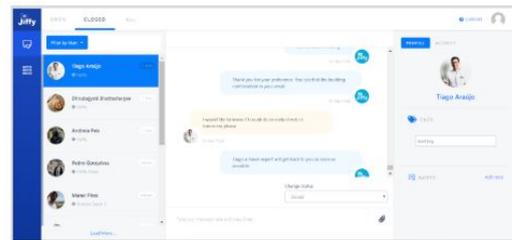
New chatbots with other functionalities may possibly incur in a setup fee.

### Customer Service Console

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#### Handoff to a human agent

If there is no way to answer the guest automatically, we let the user handoff to a human agent and at that time a ticket will open on our console. The console provides an integrated chat to reply to guests and a ticketing system to mark conversations as completed. Automated chats are stored in console and accessible by PHG during the contract terms. After, they will be sent within a file.



#### Additional service specifications

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- Unlimited number of FAQs (added/edited directly in the console or requested to support for new topics);
- Product updates at no additional cost (excluding new channels);
- No additional cost to set up new hotels when using the same decision tree;

## Annex 2 - Trial Period and Payment terms

### Trial Period

All prices excl. VAT

#### Free 14-day Trial

Unlimited number of users, interactions and bookings.

Free 14-day Trial

#### Availability & Rates

The user will insert all booking details to check availability and will then be redirected to your Booking Engine to select rooms and complete booking (a pixel must be installed in order to track metrics).

Booking Engine

### Payment terms

#### Subscription start date

The paid subscription starts 5 business days after the 14-day trial period.

5 business days  
after the 14-day trial period

#### Terms

The term of this contract continues for the duration of the Initial Term. The Term will automatically renew for an unlimited number of Renewal Terms, unless either party provides advance written cancellation notice at least thirty (30) days before the start of the next Renewal Term.

Initial term: 1 year  
Renewal term: 1 year

#### NET Terms

Invoices from Hijiffy are due for payment 30 days after they are issued.

Net 30

## Annex 3 - Pricing

### Annual Cost

#### Subscription Plan Table - annually payment

<b>Basic</b> Individual Hotels	<b>Medium</b> Small Hotel Chains	<b>Advanced</b> Large Hotel Chains
<ul style="list-style-type: none"> <li>✓ Chatbot Individual Property</li> <li>✓ 2 seats (41.50€/extra seat)</li> <li>✓ 2 channels (99.90€/extra channel)</li> <li>✓ Console included</li> <li>✓ Standard reports</li> <li>✓ No automatic ticket creation</li> <li>✓ Redirects to your booking engine</li> <li>✓ HiJiffy branding</li> <li>✓ Basic support</li> </ul> <p style="text-align: center;">From € <b>149.90</b> / month</p>	<ul style="list-style-type: none"> <li>✓ Chatbot Multiple Property</li> <li>✓ 3 seats (41.50€/extra seat)</li> <li>✓ 3 channels (99.90€/extra channel)</li> <li>✓ Console included</li> <li>✓ Standard reports</li> <li>✓ Standard ticket creation</li> <li>✓ Redirects to your booking engine</li> <li>✓ HiJiffy branding</li> <li>✓ Medium support</li> </ul> <p style="text-align: center;">From € <b>299.90</b> / month</p>	<ul style="list-style-type: none"> <li>✓ Customized chatbot</li> <li>✓ 5 seats (41.50€/extra seat)</li> <li>✓ 4 channels (99.90€/extra channel)</li> <li>✓ Console included</li> <li>✓ Advanced reports</li> <li>✓ Advanced ticket creation</li> <li>✓ Redirects to your booking engine</li> <li>✓ No HiJiffy branding</li> <li>✓ Advanced support</li> </ul> <p style="text-align: center;">From € <b>649.90</b> / month + setup fee</p>

By switching to a **monthly billing plan**, the pricing has a 20% increase.