

Corporate Connect - Terms of Service

These Terms of Service ("Terms") govern the use of the Corporate Connect functionality within the Suite platform ("Corporate Connect") by agents ("Agent" or "you"). By accessing or using Corporate Connect, you agree to be bound by these Terms.

1. Definitions

1.1 Agent

A travel agency or other third-party authorized to use Corporate Connect to make reservations on behalf of its clients.

1.2 Client

The individual or entity for whom the Agent is arranging a reservation through Corporate Connect.

1.3 Corporate Connect

The functionality provided by Profitroom that enables Agents to introduce and manage reservations.

1.4 Hotel

The accommodation provider using the Platform's services.

1.5 Profitroom

Profitroom S.A., the provider of the Suite platform and Corporate Connect.

1.6 Suite

The online platform provided by Profitroom, which includes the Corporate Connect functionality.

1.7 User/You

An individual authorized by the Agent to access and use Corporate Connect.

1.8 Personal Data

Any information relating to an identified or identifiable natural person ('data subject').

2. Scope of Service

2.1 Corporate Connect allows Agents to facilitate reservations at Hotels using the Suite platform.

2.2 Agent's use of Corporate Connect is subject to these Terms, as well as any agreements between the Agent and their Clients, and the Agent and the Hotel.

3. Data Protection

3.1 Data Processing Roles

Agent, as an independent controller, is responsible for the lawfulness of processing the personal data of their Clients. Profitroom processes personal data on behalf of the Hotel. When using Corporate Connect, the Agent acts as a processor on behalf

of the Hotel concerning the reservation data. The Hotel remains the controller of the reservation data.

3.2 Lawful Basis

Agent warrants that it has a lawful basis, such as consent or contractual necessity, for processing Client's Personal Data for the purpose of using Corporate Connect.

3.3 Data Accuracy

Agent is responsible for ensuring the accuracy and completeness of Personal Data entered into Corporate Connect.

3.4 Data Minimization

Agent shall only input the minimum Personal Data necessary to complete a reservation.

3.5 Security Measures

Agent must implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized access, disclosure, alteration, or destruction. These measures shall be at least equivalent to the standards outlined in the Suite Terms of Service.

3.6 Data Subject Rights

Agent is responsible for facilitating the exercise of Client's data subject rights (e.g., access, rectification, erasure) where applicable. Profitroom will cooperate with Agent to facilitate these rights where technically feasible.

4. Agent Responsibilities

4.1 Account Security

Agent is responsible for maintaining the confidentiality of its Corporate Connect login credentials. Agent shall be responsible for all activities that occur under its account.

4.2 Acceptable Use

Agent shall use Corporate Connect only for its intended purpose of facilitating legitimate reservations. Prohibited uses include:

- a) Making fraudulent or unauthorized reservations.
- b) Using Corporate Connect for any unlawful purpose, including but not limited to fraud, identity theft, or unauthorized data access.
- c) Interfering with the operation of Corporate Connect or the Suite platform.
- d) Sharing login credentials with unauthorized third parties.

4.3 Compliance with Laws

Agent is responsible for complying with all applicable laws and regulations, including data protection laws, consumer protection laws, and any laws related to online transactions.

4.4 Training

Agent is responsible for ensuring its Users are trained on the proper use of Corporate Connect and the handling of Personal Data.

4.5 Security Incident Reporting

Agent must report any information security incidents related to its Corporate Connect account to Profitroom within 24 hours of detection. Reports should be sent to **security@profitroom.com** and include relevant details such as the nature of the incident, potential impact, and any corrective actions taken.

5. Profitroom's Responsibilities

5.1 Service Availability

Profitroom will make reasonable efforts to ensure the availability of Corporate Connect, but does not guarantee uninterrupted access.

5.2 Data Security

Profitroom will implement and maintain appropriate technical and organizational measures to protect the security and integrity of Corporate Connect and the data it processes, in accordance with applicable law.

5.3 Support

Profitroom will provide reasonable support to Agent in its use of Corporate Connect, as detailed in separate agreement with Hotel.

6. Limitation of Liability

6.1 Profitroom shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to Agent's use of Corporate Connect.

6.2 Agent shall indemnify and hold Profitroom harmless from any claims, losses, or damages arising out of Agent's breach of these Terms, violation of applicable law, or misuse of Corporate Connect.

7. Intellectual Property

7.1 Agent acknowledges that Profitroom retains all right, title, and interest in and to Corporate Connect and the Suite platform, including all intellectual property rights.

7.2 Agent is granted a limited, non-exclusive, non-transferable license to use Corporate Connect solely for the purpose of facilitating reservations as permitted by these Terms.

8. Modifications to Terms

8.1 Profitroom may modify these Terms at any time by providing notice to Agent.

8.2 Agent's continued use of Corporate Connect after the effective date of any modifications constitutes acceptance of the modified Terms.

9. Termination

9.1 Profitroom may suspend or terminate Agent's access to Corporate Connect for any reason, including breach of these Terms.

9.2 Agent may terminate its use of Corporate Connect at any time.

10. Contact

10.1 Any questions, concerns regarding these Terms or Corporate Connect should be directed to Profitroom support@profitroom.com.

11. Acceptance

11.1 By using Corporate Connect, Agent acknowledges that it has read, understood, and agrees to be bound by these Terms.

Proposal of wording for TOS acceptance:

"By activating your account, you confirm that you have read, understood, and agree to be bound by the Corporate Connect Terms of Service, including the obligation to report any security incidents within 24 hours. Read Terms of Service."