

# **Plus Features**

### Plus benefits

- Always ten percent (10%) discount on rooms; discount is not valid with any other offers
- Guaranteed availability for bookings made up to two (2) days prior to arrival;
   thereafter based on availability
- Free late check-out and, in selected hotels, room with a premium view based on availability
- Plus benefits can be used to book a maximum of two (2) rooms per stay period

### Fee and other costs

- EUR 10 / USD 12 / GBP 9, including applicable taxes such as VAT, city tax and state tax, per month; twelve (12) months' commitment
- Discount does not apply to incidentals (including breakfast)

# **Payment**

- The Plus fee is to be paid in advance either monthly or annually at your option by us charging your specified payment method
- Your Plus benefits will be made available as soon as possible following our receipt of payment of the monthly or annual Plus fee based on your selection
- You may be asked to provide a payment method that we accept in order to activate your Plus plan, along with other payment information

# Right of withdrawal

- In jurisdictions in which mandatory consumer protection laws allow you to withdraw from your Plus plan you may withdraw from your Plus plan within the longer of fourteen (14) days from the date you purchased your Plus plan or the relevant period required under applicable law
- If you withdraw from your Plus plan within the withdrawal period we will reimburse, to the same payment method you used, the equivalent of the first (1st) monthly installment of your Plus fee if received by us unless you have used your Plus benefits during the withdrawal period, in which case the equivalent of your first (1st) monthly Plus fee will be forfeited
- You can withdraw from your Plus plan in the subscription section of your account or by submitting the model withdrawal form attached to the Plus terms and conditions as annex

### Plus period and automatic renewal

- Your Plus plan is for a twelve-month period
- Your Plus plan is valid for twelve (12) months from the date when you purchased your Plus plan.
- Your Plus plan will automatically renew for an indefinite period after the expiration of the initial twelve-month period, unless you terminate your Plus plan by notifying us at least thirty (30) days prior to the expiration of your Plus plan.
- You may terminate your renewed Plus plan at any time and for any reason subject to a notice period of thirty (30) days

### **Free Trial**

- We may offer you a one-time free trial period during which you can use the Plus benefits free of charge (a "Free Trial").
- You can cancel your Free Trial at any time prior to the expiration of the Free Trial period.
- Unless terminated by you prior to the expiration of the Free Trial period the Free Trial will
  convert to a paid Plus plan on the day following the last day of your Free Trial period.

Plus is offered by citizenM subscription B.V., Leidseweg 219, 2253 AE Voorschoten, the Netherlands, <a href="mailto:support@citizenm.com">support@citizenm.com</a>, 020 811 7000. The legally binding agreement governing Plus is set out in our terms and conditions below. Please review those terms and conditions carefully as they set out your and our rights and obligations.

### Plus Terms and Conditions

### 1. Scope

These terms and conditions apply to the Plus agreement between citizenM subscription B.V. ("citizenM") and you, the associated bookings and use of hotel rooms in any citizenM hotel, to the exclusion of any other party's terms and conditions. In addition, when you book a room under your Plus agreement your booking will be governed by <u>citizenM's general terms and conditions at the time of booking</u>, which terms and conditions are hereby incorporated by reference.

#### 2. Benefits

Your Plus benefits offered under the Plus agreement consist of:

- always ten percent (10%) discount on rooms; discount is not valid with any other offers;
- guaranteed availability for bookings made up to two (2) days prior to arrival;
   thereafter based on availability;
- free late check out and, in selected hotels, room with a premium view based on availability; and
- one (1) additional person in the room is permitted.

Plus benefits can be used to book a maximum of two (2) rooms per stay period.

All incidentals (including breakfast) must be purchased separately and discount does not apply to incidentals.

#### 3. Taxes

The Plus fee includes applicable taxes such as VAT, city tax and state tax.

### 4. Plus period, automatic renewal, your termination rights

Your Plus plan is for a twelve-month period. Your Plus plan is valid for twelve (12) months from the date when you purchased your Plus plan up to and including the last day of the month immediately preceding the month in which your Plus plan started in the calendar year following the start of your Plus plan, unless and until paused or terminated in accordance with these terms and conditions.

Your Plus plan will automatically renew for an indefinite period after the expiration of the initial twelve-month Plus period, unless you terminate your Plus plan by notifying us at least thirty (30) days prior to the expiration of your Plus plan. You may terminate your renewed Plus plan at any time and for any reason subject to a notice period of thirty (30) days.

# 5. Right of withdrawal

In jurisdictions in which mandatory consumer protection laws allow you to withdraw from your Plus plan you may withdraw from your Plus plan within the longer of fourteen (14) days from the date you purchased your Plus plan or the relevant period required under applicable law.

If you withdraw from your Plus plan within the withdrawal period we will reimburse, to the same payment method you used, the equivalent of the first (1st) monthly installment of your Plus fee if received by us. If you have used your Plus benefits during the withdrawal period, the equivalent of your first (1st) monthly Plus fee will be forfeited.

You can withdraw from your Plus plan in the subscription section of your account or by submitting the model withdrawal form attached to the Plus terms and conditions as annex A. If you have withdrawn from your Plus plan within the withdrawal period and have made use of your Plus benefits during the withdrawal period you cannot purchase a new Plus plan for a period of twelve (12) months following your withdrawal.

# 6. Payment

You agree to pay the Plus fee in advance. Your Plus benefits will be made available as soon as possible upon our receipt of payment of the monthly or annual Plus fee based on your selection. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, we may suspend your Plus benefits until we have successfully charged a valid payment method. While your Plus is suspended you will not be entitled to redeem your Plus benefits.

You may be asked to provide a payment method that we accept in order to activate your Plus plan, along with other payment information. By entering into these terms and conditions when you purchase a Plus, you hereby authorize us to charge your specified payment method for your Plus plan on a monthly or annual basis in advance based on your selection. You authorize the issuer of your selected payment method to pay the Plus fee, and you agree that your agreement to these terms and conditions will be accepted as authorization to the issuer of the payment method to pay the Plus fee. You agree to provide updated payment information upon request and any time the information you previously provided is no longer valid.

As part of your Plus plan, you agree to provide us with your current, valid email address and authorize us to provide all notices in connection with these terms and conditions to you via that email address. In the event your email address changes, you must provide us with your new email address.

# 7. Limitation of liability

This clause 7 sets out our entire liability in respect of any breach of these terms and conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with these terms and conditions. Our liability to you for any loss or damage in contract or tort, including negligence, will not exceed the amount of the Plus fees paid by you to us. Our total liability to you for all claims, in the aggregate, will not exceed the amount actually paid by you to us over the twelve (12) months immediately preceding the date when your first claim(s) arose. We will also not be liable for any special, indirect or

consequential loss or damage, however arising (including negligence). Nothing in these terms and conditions will exclude or restrict either party's liability in respect of death or personal injury resulting from its negligence, or for fraudulent misrepresentation.

### 8. Force majeure

In no event will we be liable or obligated to pay any compensation for any breach of these terms and conditions or delay or failure to provide services contracted due to circumstances beyond our control, such as acts of God, (natural) disasters, pandemics or epidemics, fires, (acts of) war and terrorism, strikes, riots, civil disorder, governmental regulations, industrial disputes, adverse weather conditions or any other exceptional and catastrophic events, circumstances or emergencies, delays in transportation, failures of services or inability to obtain any necessary information or consent from any authority.

### 9. Age requirement

You must be at least 18 years old, or the legal age of majority in your jurisdiction of residence, to purchase a Plus plan.

### 10. Privacy

We collect your personal data that you provide when you purchase a Plus plan, book a room and stay with us. These personal data are processed in accordance with our <a href="Privacy\_Statement">Privacy\_Statement</a> and also according to any applicable laws and regulations.

### 11. Termination

We may terminate your Plus plan effective immediately, without notice, if: (i) your payment is overdue (provided that we will use commercially reasonable efforts to notify you of the overdue payment before we terminate); (ii) you provide false or inaccurate information; (iii) we determine that you have violated these terms and conditions or <a href="citizenM's general terms and conditions">citizenM's general terms and conditions</a>; or (iv) you withdraw your consent to process your personal data in accordance with clause 10. You must pay all Plus fees due under these terms and conditions up to and including the effective date of the termination. If we terminate your Plus plan for cause, the aggregate amount of the discounts you received in excess of the Plus fees already paid will have to be repaid. We will charge this to your specified payment method. In addition you will not be entitled to purchase a subsequent Plus for a period of twelve (12) months from the effective date of the termination.

Once your Plus plan is terminated you will not be entitled to or use any Plus benefits.

We may terminate your Plus plan at any time for any reason. If we terminate your Plus plan before the last day of the first Plus period, we will refund any Plus fees already paid to us in proportion to the number of full months remaining of the first Plus period. If we terminate your Plus plan during the last month of the first Plus period or during any other month in the renewed indefinite Plus plan, we will refund any Plus fees already paid to us for the month.

### 12. Free Trial

We may offer you a one-time free trial period during which you can use the Plus benefits free of charge (a "Free Trial"). The length of any such Free Trial may vary from time to time. You can cancel your Free Trial at any time prior to the expiration of the Free Trial period. If you cancel your Free Trial you may continue to use the Plus benefits until the end of the Free Trial period. Unless terminated by you prior to the expiration of the Free Trial period the Free Trial will convert to a paid Plus plan on the day following the last day of your Free Trial period and your specified payment method will be charged immediately. We reserve the right to revoke the Free Trial and the associated Plus benefits in the event that we have reasonably determined that you are not eligible, due to any abuse of the Free Trial or otherwise.

# 13. Changes

We may change our Plus plan, including but not limited to the Plus benefits, the Plus fee and these terms and conditions, from time to time and at any time. We will communicate any changes to you at least thirty (30) days in advance of such changes going into effect. You accept the change by continuing your Plus plan after the change takes effect. If you do not agree with a change, you have the right to reject the change by providing a termination notice prior to the change going into effect.

# 14. Entire agreement

These terms and conditions constitute the entire understanding and agreement between you and citizenM relating to the subject matter herein. If any provision of these terms and conditions, or portion thereof, is found to be invalid or unenforceable by a court of competent jurisdiction, such determination will not affect the validity of any other provision of these terms and conditions, or portion thereof. No waiver of any provision of these terms and conditions, or portion thereof, whether by conduct or otherwise, will be deemed to be, or will constitute, a continued waiver or a waiver of any other provision of these terms and conditions, or portion thereof.

### 15. Governing law and jurisdiction

These terms and conditions and any Plus purchased under them will be governed by and construed in accordance with Dutch law. Disputes will be submitted to the non-exclusive jurisdiction of the competent court of Amsterdam, the Netherlands. This choice of law and jurisdiction is without prejudice to consumer protection afforded by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of any choice, would have been applicable in the country where you reside.

# **Annex A - Model Withdrawal Form**

Date:

Complete and return this form only if you wish to withdraw from the Plus agreement.

To:
citizenM subscription B.V
Leidseweg 219
2253 AE Voorschoten
the Netherlands,
support@citizenm.com

I hereby give notice that I withdraw from my Plus agreement entered into on
[insert date]

Name of purchaser:
Address of purchaser:
Signature of purchaser (only if this form is submitted on paper):