

# mycitizenM+ terms and conditions

## **citizenM - Terms & Conditions**

mycitizenM+ is offered by citizenM subscription B.V., Leidseweg 219, 2253 AE Voorschoten, the Netherlands, [support@citizenm.com](mailto:support@citizenm.com), 020 811 7000. The legally binding agreement governing mycitizenM+ 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.

### **1. Scope**

These terms and conditions apply to the mycitizenM+ 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 mycitizenM+ agreement your booking will be governed by [citizenM’s general terms and conditions](#) at the time of booking, which terms and conditions are hereby incorporated by reference.

### **2. Benefits**

Your mycitizenM+ benefits offered under the mycitizenM+ agreement consist of:

- always fifteen percent (15%) discount on the basic room rate and ten percent (10%) discount on food & beverage (except breakfast or if discount is statutorily prohibited); discount is not valid with any other offers;
- guaranteed availability for bookings made up to two (2) days prior to arrival; guaranteed availability might be subject to certain restrictions which, if applicable, will be communicated to you at the time of booking;
- 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.

mycitizenM+ benefits can be used (i) on inventory that has been publicly released only and (ii) to book a maximum of two (2) rooms per stay period. mycitizenM+ benefits are personal to you and cannot be transferred. Any attempted transfer is null and void. For the avoidance of doubt, you can only purchase mycitizenM+ benefits for your own account and you may only have one (1) membership at a time. If we discover that you have multiple memberships we reserve the right to terminate all such memberships in accordance with section 7.

### **3. Taxes**

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

### **4. mycitizenM+ period, automatic renewal, your termination rights**

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

After the expiration of the initial twelve-month mycitizenM+ period your mycitizenM+ plan will automatically renew for successive periods of thirty (30) days, unless you terminate your mycitizenM+ plan by notifying us before the expiration of the then current term.

## **5. Right of withdrawal**

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

If you withdraw from your mycitizenM+ 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 mycitizenM+ fee if received by us. If you have used your mycitizenM+ benefits during the withdrawal period, the equivalent of your first (1st) monthly mycitizenM+ fee will be forfeited. You can withdraw from your mycitizenM+ plan in the subscription section of your account or by submitting the model withdrawal form attached to the mycitizenM+ terms and conditions as annex A.

If you have withdrawn from your mycitizenM+ plan within the withdrawal period and have made use of your mycitizenM+ benefits during the withdrawal period you cannot purchase a new mycitizenM+ plan for a period of twelve (12) months following your withdrawal.

## **6. Payment**

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

You may be asked to provide a payment method that we accept in order to activate your mycitizenM+ plan, along with other payment information. By entering into these terms and conditions when you purchase a mycitizenM+, you hereby authorize us to charge your specified payment method for your mycitizenM+ 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 mycitizenM+ 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 mycitizenM+ 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 mycitizenM+ 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 section 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 mycitizenM+ 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 mycitizenM+ plan.

## 10. Privacy

We collect your personal data that you provide when you purchase a mycitizenM+ plan, book a room and stay with us. These personal data are processed in accordance with our [Privacy Statement](#) and also according to any applicable laws and regulations.

## 11. Termination

We may terminate your mycitizenM+ 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; or (iii) we determine that you have violated these terms and conditions or [citizenM's general terms and conditions](#). You must pay all mycitizenM+ fees due under these terms and conditions up to and including the effective date of the termination. If we terminate your mycitizenM+ plan for cause, the aggregate amount of the discounts you received in excess of the mycitizenM+ 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 mycitizenM+ for a period of twelve (12) months from the effective date of the termination.

Once your mycitizenM+ plan is terminated, canceled or if you have withdrawn from your mycitizenM+ plan you will not be entitled to or use any mycitizenM+ benefits and any future

bookings will be charged at the equivalent rate without the discount of fifteen percent (15%).

We may terminate your mycitizenM+ plan at any time for any reason. If we terminate your mycitizenM+ plan before the last day of the first mycitizenM+ period, we will refund any mycitizenM+ fees already paid to us in proportion to the number of full months remaining of the first mycitizenM+ period. If we terminate your mycitizenM+ plan during the last month of the first mycitizenM+ period or during any other month in the renewed indefinite mycitizenM+ plan, we will refund any mycitizenM+ 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 mycitizenM+ 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 mycitizenM+ 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 mycitizenM+ 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 mycitizenM+ 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 mycitizenM+ plan, including but not limited to the mycitizenM+ benefits, the mycitizenM+ 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. If the change has a negative impact on your use of my citizenM+ you can terminate your my citizenM+ plan by providing a termination notice prior to the change going into effect. If you take no action you will be considered to have accepted the change.

## **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 if not residing in the U.S.A.**

If you are not residing in the U.S.A. these terms and conditions and any mycitizenM+ 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.

## **16. Dispute resolution by binding arbitration if residing in the U.S.A.**

PLEASE READ THIS “DISPUTE RESOLUTION BY BINDING ARBITRATION” PROVISION VERY CAREFULLY. IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND CITIZENM, SUBJECT TO THE TERMS AND OPT-OUT OPTION SET FORTH BELOW.

### **16.1. Scope of arbitration provision**

You and citizenM agree that any and all past, present and future dispute, claims or causes of action arising out of or relating to these terms and conditions or your use of or purchase of the Plus benefits, whether arising prior to or after you agreed to these terms and conditions (collectively, “Dispute(s)”), shall be determined by arbitration, unless you opt out as provided in section 16.4 below or your Dispute is subject to an exception to this agreement to arbitrate set forth in section 16.8. You and citizenM further agree that any arbitration pursuant to this section shall not proceed as a class, group or representative action. This section 16 “Dispute resolution by binding arbitration if residing in the U.S.A.” shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these terms and conditions.

### **16.2. Informal dispute resolution**

citizenM wants to address your concerns without the need for a formal legal dispute. Before filing a claim against citizenM, you agree to try to resolve the Dispute informally by contacting [support@citizenm.com](mailto:support@citizenm.com)

Similarly, citizenM will undertake reasonable efforts to contact you (if we have contact information for you) to resolve any claim we may possess informally before taking any formal action. If a Dispute is not resolved within thirty (30) days after the email noting the Dispute is sent, you or citizenM may initiate an arbitration proceeding as described below.

### **16.3. We both agree to arbitrate**

By agreeing to these terms and conditions, you and citizenM each and both agree to resolve any Disputes through final and binding arbitration as discussed herein, except as set forth under “Exceptions to agreement to arbitrate” below.

### **16.4. Opt-out of agreement to arbitrate**

If you do not wish to be subject to this arbitration agreement, you may opt out of this arbitration provision by sending a written notice to [support@citizenm.com](mailto:support@citizenm.com) within thirty (30) days of first accepting these terms and conditions. You must date the written notice, and include your first and last name, address, and a clear statement that you do not wish to resolve disputes with citizenM through arbitration. If no written notice is submitted by the 30-day deadline, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except with regard to the exceptions set forth in section 16.8 below. By

opting out of the agreement to arbitrate, you will not be precluded from purchasing or using the Plus benefits or entering into these terms and conditions, but you and citizenM will not be permitted to invoke the mutual agreement to arbitrate to resolve Disputes under the terms otherwise provided herein.

## **16.5. Arbitration procedure and Fees**

**16.5.1.** You and citizenM agree that the American Arbitration Association (“AAA”) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes in effect at the time arbitration is sought (“AAA Rules”). Those rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration.) Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. The arbitrator(s) shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this section 16.5.1, if a party seeks injunctive relief that would significantly impact other Plus purchasers as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential.

**16.5.2.** You and citizenM further agree that the arbitration will be held in the metropolitan area closest to your place of residence, or if the parties so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. In either case, citizenM may elect to appear electronically. If citizenM elects arbitration, citizenM shall pay all of the AAA filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the AAA Rules, or in accordance with countervailing law if contrary to the AAA Rules. However, if the value of the relief sought is \$10,000 or less, at your request, citizenM will pay all filing, administration, and arbitrator fees associated with the arbitration, unless the arbitrator(s) finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). In such circumstances, fees will be determined in accordance with the AAA Rules. Each party shall bear the expense of its own attorneys’ fees, except as otherwise required by law.

## **16.6. Arbitration shall proceed individually**

You and citizenM agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor citizenM may bring a claim as a part of a class, group, collective,

coordinated, consolidated or mass arbitration (each, a “Collective Arbitration”). Without limiting the generality of the foregoing, a claim to resolve any Dispute against citizenM will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. “Concurrently” for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

#### **16.7. Class action and collective arbitration waiver**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR CITIZENM SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION SHALL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR.

#### **16.8. Exceptions to agreement to arbitrate**

Notwithstanding your and citizenM’s agreement to arbitrate Disputes, you and citizenM retain the right (A) to bring an individual action in small claims court; and (B) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights.

#### **16.9. Survival and severability of this arbitration provision**

This section 16 “Dispute resolution by arbitration if residing in the U.S.A.” shall survive the termination or expiration of these terms and conditions. With the exception of section 16.7 “Class action and collective arbitration waiver,” if a court or arbitrator decides that any part of this section 16 is invalid or unenforceable, then the remaining portions of this section 16 shall nevertheless remain valid and in force. In the event that a court or arbitrator finds that all or any portion of section 16.7 “Class action and collective arbitration waiver” to be invalid or unenforceable, then the entirety of this section 16 “Dispute resolution by arbitration if residing in the U.S.A.” shall be deemed void and any remaining Dispute must be litigated in court pursuant to section 16.

#### **17. Governing law and judicial forum if residing in the U.S.A.**

If you are residing in the U.S.A., except as otherwise required by applicable law or provided in section 17, in the event that the agreement to arbitrate is found not to apply to you or your Dispute, you and citizenM agree that any judicial proceeding must be brought in a court of competent jurisdiction in New York, U.S. Both you and citizenM consent to venue and personal jurisdiction there. Except to the extent inconsistent with or preempted by the laws of the jurisdiction in which you reside, New York law, without regard to the principles of conflict or choice of laws, will govern these terms and conditions and any Disputes.

## **Annex A - Model Withdrawal Form**

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

To:  
citizenM subscription B.V  
Leidseweg 219  
2253 AE Voorschoten  
the Netherlands,  
[support@citizenm.com](mailto: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):

Date: