

General Terms & Conditions

for MeetingPackage Service
Suite

MeetingPackage (Cocouz Oy)

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1. Validity

These Terms are valid from February 1st, 2026.

2. Background

(A) These Terms and Conditions for the MeetingPackage Service Suite (“Terms”) only apply to hotels, restaurants, meeting venues, other event venues, distribution and API partners. Any other contractual relationships are subject to additional terms and conditions, which are available upon request.

(B) These Terms constitute the entire agreement between you and Cocouz Oy for your use of any part of the MeetingPackage Service Suite (“Services”). Reference to capitalised term “You” refers to you as the company which is using the Services or any part thereof. Reference to the capitalised term “Us” or “We” refers to Cocouz Oy, a limited liability company incorporated under the laws of Finland, with its registered place of business at Sokerilinnantie 7c, 02600 Espoo Finland, and operating under with the company ID-number FI2577592-9. Your venue profile is managed through a single point of software, which is called “MeetingPackage”.

(C) No additional terms or conditions included in any order confirmation, request for offer, request for proposal, or other electronic or hard-copy document issued by you or to which you refer has any effect on Us, your use of the Services, or the relationship between You and Us. These Terms are divided into terms and conditions applicable to all parts of the Services.

(D) We own, operate, and license the Services, as well as certain technology to produce three Services, which are listed in clause 20 of this agreement.

You may freely choose which elements of the Services you wish to subscribe to and your subscriptions will be confirmed in the Supply Agreement (as defined below in section 1) executed between You and Us.

(E) We reserve the right to update the Terms as necessary. We will use reasonable efforts to notify you of an update, but it is Your responsibility to ensure that you are always aware and knowledgeable of the most up-to-date Terms and the content therein.

3. Definitions

The following words and phrases shall have the meanings assigned to them in this section.

Agreement	means the Supply Agreement together with these Terms.
Business Day	means days Monday through Friday excluding any Finnish public holidays.
Customers	means Your customers.
Fee	means the fees payable by You for the Services. Fees include, without limitation, all license fees and commission due and payable to Us.
Intellectual Property Rights or IPR	means all recognized protectable intellectual property, such as patents, copyrights, corporate names, trade names, trademarks, trade dress, service marks, applications for any of the foregoing, software, firmware, trade secrets, mask works, industrial design rights, rights of priority, know how, design flows, methodologies and any and all intangible protectable proprietary information that is legally recognized.
License Terms	mean the respective license terms applicable to each element of the Services.
MeetingPackage Service Suite	means all the Services as defined below.

Parties	means You and Us together.
Party	means either You or Us.
Services	mean any or all of the services, including without limitation, any and all Software and application programming interfaces and integrations, which are part of the MeetingPackage Service Suite.
Software	means any software that We license to You as part of the Services.
Subscription Tier	Means the Tier (Basic, Professional, Enterprise) that Your Services includes. Tiers include different features and configurations within the Services.
Supply Agreement	means the agreement subject to these Terms, in which your subscription to the Services, as well as the prices applicable there to are recorded.
Terms	means these terms and Conditions for MeetingPackage Service Suite.

Unless evident from the context, words in the singular will include the plural and words in the plural will include the singular.

4. Obligations of the Parties

4.1. Your Obligations

- 4.1.1. You will comply with all applicable laws and regulations with respect to Your activities under these Terms.
- 4.1.2. You agree to comply with all License Terms and Service Specific Terms applicable to the platform Services or individual elements thereof.
- 4.1.3. You may not sub-licence any of Your rights under these Terms or permit any unauthorised person to access or use any part of the Service.
- 4.1.4. You have no authority to legally bind Us in relation to Customers, other users, or any third party, and You may not make any representation or commitment to any party about or relating to Us or the Service.
- 4.1.5. You are responsible for any and all material (including without limitation any and all documents, information, site information, and other similar items), which You provide to Us in relation to the Services. Prior to delivering us any material, You must ensure that all material is accurate, up-to-date, and complete in all respects. We reserve the right to review all material and content submitted by You to be displayed or used by Us on or in connection with any part of the Service. We may choose in our sole discretion not to display or utilise any material or content, which we consider untrue, inaccurate, incomplete, or misleading or that We deem inappropriate for any reason.

4.2. Our Obligations

- 4.2.1. We will maintain and operate the Services in a professional manner, and we shall use commercially reasonable efforts to provide You the Services.
- 4.2.2. We will use commercially reasonable efforts to provide updates and bug fixes for reported errors in the Services.

5. Intellectual Property Rights

- 5.1. All rights (including without limitation any and all Intellectual Property Rights), title, and interest in and to the Services and Software are the sole and exclusive property of Us and of Our Licensors, and all rights (including without limitation any and all Intellectual Property Rights), title, and interest in and to the Services and Software shall solely and exclusively vest in Us and Our Licensors.
- 5.2. All Services (design, text, graphics, the selection arrangement, and all software compilations, underlying source code, software, and all other material of Our Services) are Our Intellectual Property Rights.
 - 5.2.1. Except for the express rights granted to You in the License Terms and these Terms, You are granted no other rights or licenses to the Services and Software and We reserve any and all rights.
- 5.3. You retain all rights, title, and interest to all your material. You hereby grant Us a non-exclusive, worldwide, royalty-free, and fully paid up license to use and exploit your material as is necessary to provide You the Services.
- 5.4. You shall not directly or indirectly register, attempt to register, or encourage a third party to register or attempt to register any of Our Intellectual Property Rights. Similarly, You shall not directly or indirectly register, attempt to register, or encourage a third party to register or attempt to register any trademarks, service marks, or brand names, which are confusingly similar to Our trademarks, service marks, or brand names, or use in any way any of Our trademarks, service marks, brand names, or key words (or any derivative spellings or misspellings of the same) as an internet domain name.

6. Fees and Payment

- 6.1. The Fees are set forth in Our Web Portal, to which You will be granted access, or in the Supply Agreement.
- 6.2. You agree to pay the applicable Fees as amended from time to time.
- 6.3. We shall invoice for the Services annually in advance or as agreed in the Supply Agreement. The applicable invoicing cycle is recorded in the Supply Agreement.

The payment term for all Our invoices under the Agreement is fourteen (14) days net from the date of invoice.

- 6.4. You have no right to set off any amounts against any invoice issued by Us. If you can reasonably prove that an invoice submitted by Us is incorrect, the incorrect part of the invoice becomes due and payable upon Us issuing a corrected invoice. Correct parts of the invoice must be paid pursuant to the original invoice.
- 6.5. If You fail to make any payment due to Us under these Terms by the due date for payment, You become liable to pay interest on the overdue amount at the rate of eight percent (8%) per annum above European Central Banks base rate from time to time.
- 6.6. We offer electronic invoicing (e-invoice) and credit card (PayPal or similar) free of charge. If you request manual invoicing and payment via Bank transfer, We reserve the right to add a manual invoicing fee to each invoice accordingly.
- 6.7. We are entitled to increase the Fees or parts thereof by written notice no less than two (2) months before the increase is due to become effective. If You do not accept the increase, You are entitled to terminate Your use of the Services with two (2) months written notice.
 - 6.7.1. On each annual anniversary date of Your Agreement, The Fees set forth in Our Web Portal or the Supply Agreement can be increased for the twelve-month period ending with the month of December preceding the annual anniversary date.
- 6.8. The Fees are exclusive of any taxes, including value-added tax, and other governmental and public charges and levies that will be added to the Fees and paid by You. You are responsible for paying all taxes applicable to your business and arising out of this Agreement.
- 6.9. Upon the expiration of the original term or any renewal term of this Agreement, the Agreement and Service Terms shall be automatically renewed for a repeat of the original contractual period unless, at least ninety (90) days before the renewal date, either party gives the other party written notice of its intent not to continue the contractual relationship. During any renewal term of the contract, the terms, conditions and provisions set forth in this Agreement shall remain in effect.

- 6.9.1. Termination of the agreement for the provision of the Services, notwithstanding the reason thereof, does not affect the continuation in force of Your obligation to pay Fees, and VAT/TAX to Us during the notice period.

7. Model and Payment Method Selection, and Payment Transaction Provider

- 7.1. You may pay for Services either by invoice sent directly by Us or via credit card (Stripe). Your payment choice is recorded in the Supply Agreement.
- 7.2. You may at any point during the License Term upgrade Your Subscription Tier and the revised Fee will become valid from the day you have upgraded your Subscription Tier.
- 7.3. You may at any point during the License Term downgrade Your Subscription Tier and the revised Fee will become effective at the beginning of the new License Term.
- 7.4. To receive direct payments from Customers You agree to Our payment gateway provider, which is currently STRIPE's but can be changed, Connected Account Agreement. The current STRIPE Agreement can be found from Stripe Payments Europe Limited (<https://stripe.com/connect-account/legal> & <https://stripe.com/pricing>), registered in Ireland. Our payment provider is a third-party solution provider responsible for payment transactions, acting as the payment brokerage service and payment service provider, in accordance with its own terms. Your credit card details shall be recorded with the payment provider service. The payment provider is liable for the security of payment details, and you expressly acknowledge and agree that you will not make any claims against Us with respect to the security of payment details.
- 7.5. By entering into this Agreement and choosing Our payment supplier, You also accept the payment supplier's terms and conditions by entering into the Agreement, You agree to such terms and/or continuing to offer Your venues through our Services, You agree to be bound by the payment providers agreement, as amended by the payment supplier from time to time. You agree to provide Us with accurate, complete, and up-to-date information about You and Your business and hereby expressly provide Us with all necessary authorisations

to share Your information and other information related to Your use of payment processing services.

8. Services Relating to Application Programming Interfaces and Integrations

- 8.1. We offer You application programming interfaces and integrations either as a service or as a one time setup fee to streamline Your processes, operations, and data management.
- 8.2. These application programming interfaces and integration services are subject to a separate agreement. Applicable Prices are agreed in the API Supply Agreement or via a separate addendum or email.

9. Warranties

- 9.1. Each Party warrants and represents to the other Party that it has the right and authority to enter into the Agreement and to perform all of its respective obligations and undertakings.
- 9.2. Each Party further warrants and represents that:
 - 9.2.1. The Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such a Party in accordance with its terms;
 - 9.2.2. No additional authorization or approval of any kind is required in connection with such a Party's execution, delivery, or performance of the Agreement; and
 - 9.2.3. The execution, delivery, and performance of the Agreement does not breach any terms or conditions of any other agreement to which such a Party is a party or by which it is otherwise bound.
- 9.3. You warrant and represent that You have all the rights in respect of the material provided Us under the Agreement, and that the material is true, accurate, and complete in all respects and not misleading in any respect.

- 9.4. Unless otherwise agreed in Section C, the Services are provided “as is”, “where is”, and “as available”, without warranty of any kind. You acknowledge that whilst We use reasonable endeavours to ensure that use of the Services will be uninterrupted and error free (except during planned maintenance), We make no warranty as to the availability or functioning of the Services and shall not be liable to You for any losses incurred as a result of the Services being unavailable or not functioning correctly, unless expressly agreed otherwise in Section C.
- 9.5. Any warranties provided by Us for the Services are expressly set forth in these Terms and no other warranties are provided or can be implied. We expressly exclude any implied warranties such as, but not being limited to, any warranties on merchantability, fitness for a particular purpose, or non-infringement.
- 9.6. You shall comply with all laws applicable to exercising You rights or the execution of You obligations under the Agreement.

10. Indemnities

- 10.1. You agree to indemnify, defend, and hold Us harmless from and against any and all liabilities, costs, expenses, damages and losses (including all reasonable legal and other professional costs and expenses) suffered or incurred by us arising out of or in connection with:
- (i) any claim made by a Customer in relation to purchasing, booking, or requesting for a proposal of Your products;
 - (ii) any inaccurate, untrue, incomplete, or misleading material or other information relating to You;
 - (iii) any unavailability for any reason of Your services booked by a Customer;
 - (iv) the functioning or availability of any equipment at Your venue;
 - (v) the cleanliness, physical state or fitness for purpose of Your venue or any related services; (vi) any other act or omission of You;
 - (vii) Your breach or negligent performance or non-performance of the Agreement;

- (viii) any claim made against Us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of material provided by You; or
- (ix) any breach of Your obligations or responsibilities under applicable data privacy legislation.

11. Limitation of Liability

- 11.1. 9.1 Nothing contained in this clause 9 shall limit:
 - 11.1.1. A Party's liability for death or personal injury resulting from such a Party's negligence;
 - 11.1.2. Either Party's liability for fraud;
 - 11.1.3. Your liability for a breach of sections 3 (Intellectual Property Rights) or 11 (Processing of Personal Data);
 - 11.1.4. Your liability for events under section 8 (Indemnities)
- 11.2. Unless otherwise agreed in Section C, We will under no circumstances have any liability for any losses or damages, direct or indirect, which may be suffered by You for using the Services.
- 11.3. In any and all cases, Our total liability, whether in contract, tort (including negligence) or otherwise will in no circumstances exceed a sum equal to the lower of:
 - 11.3.1. The amount of (i) Commission or (ii) license fees (exclusive of VAT), whichever is the lower, We have actually received from You in the 12 months prior to the occurrence of the event giving rise to liability; or
 - 11.3.2. Ten thousand Euros (€10,000).
- 11.4. Sections 9.2 and 9.3 will apply to the fullest extent permissible by law.
- 11.5. For clarity, We will have no liability to You or any other person for any acts or omissions of a Customer.

12. Confidentiality

- 12.1. Each Party shall keep in confidence all material and information received from the other Party and marked as confidential, or which should be understood to be confidential, and may not use such material or information for any purposes other than those set out in the Agreement.
- 12.2. Each Party undertakes that it will not at any time disclose to any person any confidential information concerning the business, affairs, clients, customers, or suppliers of the other Party or of any member of the group of companies to which the other party belongs, except as permitted by clause 10.3.
- 12.3. Each party may disclose the other party's confidential information:
 - 12.3.1. To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement.; and
 - 12.3.2. As may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.
- 12.4. Neither Party will use any other Party's confidential information for any purpose other than to perform its obligations under this agreement.
- 12.5. The confidentiality obligation shall however not apply to material or information, which:
 - 12.5.1. Is generally available or otherwise public;
 - 12.5.2. The receiving Party has received from a third Party without any obligation of confidentiality;
 - 12.5.3. Was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto;
 - 12.5.4. The receiving Party has independently developed without using material or information received from the other Party; or
 - 12.5.5. The receiving Party is required to provide due to law or regulation by the authorities.

12.6. Each Party shall promptly upon termination of the Agreement or when the Party no longer needs the material or information in question for the purpose set out in the Agreement cease using confidential material and information received from the other Party and upon request return or destroy the material including all copies thereof in a reliable manner. Each Party shall however be entitled to retain such material as is required by law or regulation by the authorities.

12.7. The rights and responsibilities under this section 10 shall survive the termination, expiration or cancellation of the Agreement.

13. Non-solicitation

A Party shall not solicit or hire the other Party's employees or sub-contractors (or their employees) performing Services hereunder (collectively, "Personnel") during the term of the Agreement and for a period of one year thereafter.

However, the foregoing restriction will not apply to hiring made pursuant to public advertisements not specifically targeted at the other Party's Personnel.

14. Processing of Personal Data

Processing of personal data under the Agreement is subject to the Data Protection Agreement.

15. Use of Anonymised and Aggregated Data

15.1. We may collect, generate, process and use data derived from Your use of the Services, including booking data, transaction data, product usage metadata and operational metrics ("Service Data").

15.2. We shall anonymise or aggregate Service Data before any such data is used outside the scope of providing the Services to You.

15.3. You expressly acknowledge and agree that We may use anonymised or aggregated Service Data for:

- (i) analytics and statistical reporting;

- (ii) service and algorithm improvement;
- (iii) product development;
- (iv) benchmarking services;
- (v) industry insights and market reporting;
- (vi) internal business purposes.

For clarity, anonymised and aggregated data is not Personal Data, and We act as an independent controller for such data.

- 15.4. We will not disclose any anonymised data in a manner that allows You or any other customer to be identified.

16. Data Ownership

- 16.1. You retain ownership of all Customer Data You upload or provide within the Services.
- 16.2. We retain ownership of the Services, platform data models, system-generated data, anonymised data, and aggregated insights.
- 16.3. You grant Us a non-exclusive licence to use Customer Data solely for providing the Services and fulfilling Our obligations under the Agreement.

17. Acceptable Use

- 17.1. You may not use the Services in any unlawful manner or for high-risk environments (including medical, aviation, critical infrastructure).
- 17.2. You may not attempt to reverse-engineer, scrape, or access the platform in a manner exceeding authorised usage.

18. Suspension Rights

- 18.1. We may suspend access to the Services in the event of:
 - (i) legal requirements or to prevent harm;

- (ii) security threats caused by Your usage;
- (iii) overdue payments exceeding 30 days;
- (iv) misuse or breach of Acceptable Use terms.

18.2. Upon any termination of suspension, You agree to continue to honour any bookings or request for proposals made during the term of the Agreement during any suspension or after the Agreement is terminated.

18.3. Upon termination of this Agreement, We will use commercially reasonable efforts to remove all access to the Product(s) within a reasonable time.

19. Commencement and Duration

19.1. The Agreement shall become effective upon each Party signing the Supply Agreement.

19.2. Unless You cancel the Agreement at least ninety (90) days before the end of the then ongoing term of the Agreement, the Agreement will automatically renew for the same subscription length at the standard agreed in the Supply Agreement or the Web Portal including inflation increase detailed in point 4.7.1.

19.3. Supplier shall not return any payments performed before the termination of this Agreement.

19.4. We will provide You access to the Solution for the term indicated in the Supply Agreement.

20. Termination for Cause

A Party may terminate the Agreement with immediate effect:

20.1. If the other Party is in material breach of the Agreement and fails to cure a curable breach within thirty calendar (30) days of written notification from the non-breaching Party;

20.2. If the other Party is in material breach of the Agreement and such a breach is incurable; or

- 20.3. The other Party goes into bankruptcy, liquidation, has administrator appointed over any part of its assets, is unable to settle its debts when they become due, or faces any other corresponding financial distress
- 20.4. We may in our sole discretion immediately remove, or cause to be removed, any content from the Product(s) and refuse to place or cause to be placed any new content on the Product(s), if We consider any content to be untrue, inaccurate, incomplete or misleading, or We in any other case consider such actions necessary. Any improper content from, or action by, You described in this paragraph, or an attempt at such action may lead to immediate termination or suspension of this Agreement without notice if We consider this appropriate or necessary in Our sole discretion.
- 20.5.

21. Miscellaneous

- 21.1. Nothing in this agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, or constitute any party the agent of another party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 21.2. The Supply Agreement, the Data Protection Agreement, and these Terms constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter. In case of conflict, (i) the Data Protection Agreement prevails over the Supply Agreement and the Terms, and (ii) the Supply Agreement prevails over the Terms. This Agreement may be only amended in writing if signed by an authorized representative of the Parties.
- 21.3. Each Party acknowledges that in entering into this agreement it does not rely on, and will have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 21.4. Nothing in this Agreement will limit or exclude any liability for fraud.

- 21.5. Any notice given to a Party under or in connection with this agreement can be sent by written correspondence to the address of the registered office of the Party or by email to the email address provided by the Party.
- 21.6. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 21.7. If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this agreement.
- 21.8. Clause and paragraph headings, as well as their respective numbering are for convenience only and do not affect the interpretation of these Terms.
- 21.9. Unless otherwise set forth, any reference to clauses and sections are to the clauses and sections of these Terms.
- 21.10. If there is any discrepancy between any of the provisions in the main body of Terms and its Schedules, the provisions in the main body of these Terms will prevail.
- 21.11. Any reference to a statute, statutory provision, directive, or regulation is considered a reference to it as amended, extended, or re-enacted from time to time. Further, any reference to any statute, statutory provision, directive, or regulation will include all subordinate legislation made from time to time under the same.
- 21.12. Termination of this Agreement (or any Service) will not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

21.13. We have the right to inspect Your services, venues, and products. In order to use this right, Our representative is entitled, once a year, to a free of charge overnight stay at the venue of inspection. This is only applicable for venues that offer overnight stays in their venue.

22. Governing Law and the Courts of Competence

19.1 This agreement will be governed by and construed in accordance with the laws of Finland, excluding its choice of law rules.

19.2 Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be finally resolved in the District Court of Helsinki. Parties shall co-operate as necessary to petition the District Court to hold all proceedings in the English language.

19.3 Nothing in this clause will limit Our right to take proceedings against You in any other court of competent jurisdiction, nor will the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

23. Order of Precedence

In the event of any conflict or inconsistency between the documents forming the contractual relationship between the Parties, the following order of precedence shall apply, unless a document expressly states that it overrides the below order:

1. The Supply Agreement, Order Form or Quote including any product specific terms applicable to any of the MeetingPackage products.
2. These General Terms and Conditions (including all Service Specific Terms in Section C);
3. The Data Protection Agreement (solely for matters relating to personal data processing under applicable data protection laws);
4. Any Appendices, Schedules or Statements of Work;
5. Any policies, documentation or terms referenced via hyperlink.

A document higher in the above hierarchy prevails over lower-ranked documents to the extent of the conflict. Documents incorporated by reference via hyperlink shall have the same legal force and effect as if set out in full in the Agreement.

24. Service Level Agreement

The Service Level Agreement published at <https://www.meetingpackage.com/legal/sla> shall apply.