

## **TERMS OF USE FOR HOTELS**

Effective Date: 1 July 2024

This agreement ("Agreement") is entered into between AxtionApp Sdn Bhd, having its registered office at D-19-1 Lorong Bayan Indah 2, Bay Avenue, Bayan Lepas, Penang, Malaysia ("AxtionApp"), and the hotel entity ("Hotel") subscribing to the services provided through the AxtionApp platform ("AxtionApp").

### **1. Engagement of External Trainers**

Hotel agrees to engage external trainers through AxtionApp as follows with a permissible variation of +/- 10% due to fluctuations in staff strength based on the approved manpower budget:

For hotels with 10 - 29 employees: Hotel shall engage in at least one (1) external training session every quarter by subscribing to public trainings available on the platform.

For hotels with 30 - 199 employees: Hotel shall engage a minimum of one (1) external training session per month.

For hotels with 200 - 500 employees: Hotel shall engage a minimum of two (2) external training sessions per month.

Failure to comply with these requirements will result in a deduction of 10% from the Hotel's total score.

### **2. Platform Usage and Liability**

AxtionApp is a Software as a Service (SaaS) platform that facilitates connections between hotels and external trainers. AxtionApp bears no responsibility or liability for the outcomes of training sessions, the performance of trainers, or any impact on hotel operations. Hotels are solely responsible for performing due diligence and vetting trainers before engagement.

### **3. Conditions to Use AxtionApp**

Hotel agrees to the following conditions for using AxtionApp:

Usage of AxtionApp is subject to approval by Hotel management.

Hotel acknowledges and agrees that AxtionApp may use content provided by Hotel, including training schedules, feedback, and related materials, for marketing and publicity purposes. AxtionApp shall have a non-exclusive, royalty-free license to use such content for promotional activities related to AxtionApp.

### **4. Compliance with Laws**

Hotel shall comply with all applicable laws and regulations in its use of AxtionApp.

### **5. Limitation of Liability**

To the maximum extent permitted by law, AxtionApp shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or relating to Hotel's use of the platform, including but not limited to damages for loss of profits, data, goodwill, or other intangible losses. AxtionApp does not warrant that the platform will be error-free or uninterrupted.

### **6. Indemnification**

Hotel agrees to indemnify, defend, and hold harmless AxtionApp, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to Hotel's use of AxtionApp, including but not limited to claims arising from trainers' performance or training outcomes.

### **7. Modifications**

AxtionApp reserves the right to modify or update these Terms of Use at any time without prior notice. Hotel shall be notified of any material changes to these Terms of Use.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

**9. Contact Information**

If Hotel has any questions or concerns regarding these Terms of Use, please contact AxtionApp at [hello@axtionapp.com](mailto:hello@axtionapp.com).

By using AxtionApp, Hotel acknowledges that it has read, understood, and agrees to be bound by these Terms of Use.