



**Last Updated: January 1, 2025**

## **REZFORCE PRODUCT SPECIFIC TERMS**

In addition to the Revinate General Terms and Conditions of Service (the "**General Terms**") entered into by and between you ("**Customer**," "**you**" or "**your**") and Revinate, LLC, its subsidiaries and affiliated entities (collectively, "**Revinate**," "**we**," "**our**" or "**us**"), as well as the Service Order associated with the General Terms ("**Service Order**") which incorporates by reference these RezForce Product Specific Terms ("**Product Specific Terms**"), your use of the RezForce services (the "**Services**"), as well as the third-party owned and operated telephony platform ("**Third-Party Platform**") made available to Customer in connection with the Services, is subject to the following additional Product Specific Terms. For purposes of the General Terms and these Product Specific Terms, the Third-Party Platform shall be deemed part of the Services, subject to all restrictions, limitations, disclaimers, terms and conditions applicable to the Services as set forth in the General Terms and this Service Order. Capitalized terms used but not defined herein have the meanings given to them in the General Terms. These Product Specific Terms shall apply only if Customer has ordered the Services, as reflected in a valid Service Order. To the extent that anything in or associated with these Product Specific Terms is in conflict, or inconsistent with, the General Terms and/or Service Order, these Product Specific Terms shall take precedence unless otherwise stated to the contrary herein.

### **1. Definitions:**

- (a) "**Booked**" means a call fielded or initiated by Revinate for Customer which results in a confirmed reservation for Customer.
- (b) "**Customer Service**" means a call fielded and/or initiated by Revinate for a Customer relating to an existing, previously booked reservation, wherein the caller requests a modification, change, or cancellation to the reservation and/or general pre-arrival information.
- (c) "**Hot Lead**" means a call fielded or initiated by Revinate for a Customer during which a consumer initiating and/or receiving the telephone call ("**Call Participant**") gives specific dates of stay and contact information and indicates that he or she is interested in booking the reservation with Customer, yet does not book the reservation during such call.
- (d) "**No Availability**" means a call fielded or initiated by Revinate during which the Call Participant inquires about a potential reservation with Customer, but a reservation is not made because Customer does not have a Room available on the Call Participant's requested travel dates that meets the Call Participant's requirements regarding unit type (e.g., number of rooms or beds, type of view, accessibility for persons with disabilities, etc.).
- (e) "**Non-booked**" means a call fielded or initiated by Revinate for Customer, other than a Non-bookable call, which does not result in a reservation. Subcategories of "Non-booked" include Hot Lead, Policy Issue, and No Availability.
- (f) "**Non-bookable**" means a call fielded or initiated by Revinate for Customer which cannot reasonably be expected to result in a reservation with Customer. For example, Non-bookable calls include, but are not limited to, inquiries about existing reservation(s), vendor calls, and after-hours emergency calls.
- (g) "**Policy Issue**" means a call fielded or initiated by Revinate for Customer which, due to the Customer's specific policies, could not be Booked (e.g. the Call Participant wants to book for three (3) nights, but Customer has a seven (7) night minimum stay requirement).
- (h) "**Success Fee**" means the fee charged to Customer by Revinate for a Booked call as set forth in the Service Order for the Services.
- (i) "**Total Base Reservation Rate**" means the total amount charged by Customer for a booked reservation, excluding taxes and ancillary fees.



**2. RezForce Services.** Revinate shall provide the following Services to Customer as reflected in a valid Service Order.

(a) **Call Center Services.** Revinate shall: (i) receive new reservation calls for Customer such as after-hours calls, overflow calls, and/or other calls as described in an applicable Service Order; and/or (ii) initiate outbound telemarketing calls for Customer (collectively the "**Customer Calls**"). The parties acknowledge and agree that the intent of Revinate in taking and/or initiating Customer Calls will be to book reservations. Therefore, Customer shall not overstaff, reduce hours of routing, disable, or otherwise prevent Revinate from receiving and/or initiating Customer Calls at any time during the Term of the Agreement. In addition to the foregoing, Customer Calls will be sent to Revinate after the maximum hold duration predetermined in the settings of the Third-Party Platform (the hold time should not exceed forty-five (45) seconds and cannot be set beyond sixty (60) seconds). Customer must provide RezForce agents with all necessary information (i.e., promo and/or rate code, etc.) for booking any specials and/or promotions offered by Customer (including price matching any major OTA's list price), unless otherwise specified by Customer within the RezGuide. Where permitted by applicable law, Revinate shall record all calls and provide the same to Customer upon request during the Services Term.

(b) **Outbound Calling.** Where Customer wishes to obtain outbound calling services in connection with the RezForce Services ("**Outbound Calling**"), Customer shall provide Revinate with a database of consumers for Revinate to contact via outbound telemarketing as contemplated hereunder ("**Contact Database**").

(c) **Lead Management.** Revinate will attempt to collect data on any calls that are not Booked to generate Hot Leads. Such Hot Leads will be available to Customer for follow-up in the Revinate Lead Management System. Where Customer intends to conduct any telemarketing in connection with the Hot Leads and/or any Call Participant for which Revinate collected additional data regarding Non-booked calls ("**Data Lead**") generated hereunder, then either: (i) the parties must indicate that the subject Hot Leads/Data Leads will be "TCPA Compliant" Hot Leads/Data Leads as set forth in the Service Order; or (ii) Customer shall ensure that any and all Scripts (as defined below) contain the requisite disclosures and other language necessary to obtain each applicable Call Participant's Telemarketing Consent (as defined below) for future outbound telemarketing by Customer.

(d) **Reservations in Customer's Property Management System.** All guest reservations will be made via either Customer's online booking engine or Revinate log-ins to Customer's cloud based property management system.

(e) **Marketing Campaign Tracking and Identification.** Revinate will enable Customer to track and monitor marketing campaigns and success ratios using dedicated Toll-Free Numbers ("**TFNs**") and, where possible, sales agent interaction with Call Participants.

(f) **Analytics and Reporting.** Revinate will provide Customer with detailed analyses and reporting of call quantity, origination, campaign-specific responses and achievement of identified metrics and sales goals. When available, Revinate shall provide real-time data to Customer regarding each Call Participant's geographic and personal demographics, including the Call Participant's prior call and lead history with Customer.

(g) **Local and Toll-Free Numbers.** During the Term of the Agreement, Revinate will carry traffic tied to Customer's existing TFN published for reservations, or obtain and provide Customer with the number of local and/or TFNs specified in the Service Order to be used exclusively by Customer; *provided, however,* that Customer may purchase additional TFNs at the rates reflected in the applicable Service Order. Unless otherwise set forth in a Service Order (i) TFNs are not included with RezForce Services; and (ii) all TFNs shall have unlimited minutes of use so long as Customer uses them exclusively for new reservation bookings and no other purpose. Customer is prohibited from automatically directing local calls to a TFN. Any transfer of TFNs may be subject to additional fees as described in the Service Order. All TFNs and any data collected by Revinate on behalf of Customer shall belong to Customer.

(h) **Categorization of Calls.** For billing and analytics purposes, Revinate will categorize each call in the Revinate Lead Management System as Booked, Non-booked, or Non-bookable. All Non-booked calls will be further sub-categorized as one of the following: Hot Lead, Policy Issue, or No Availability.

(i) **Additional Data Regarding Non-booked Calls.** Given Call Participant cooperation, for any Non-booked call, Revinate will collect from the subject Call Participant and enter into the Revinate Lead Management System the following: name, email address, phone number, desired dates of stay, property information, and any notes the Call Participant allows Revinate to collect.

(j) **Interactive Voice Response.** Revinate will install an "IVR Rez Filter", which provides an automated voice attendant with menu options to assist Revinate in directing new reservation calls to the right service queue and minimize non-bookable calls coming to RezForce.

### 3. **Service Fees**

(a) **Fees.** In consideration for the RezForce Services, Customer shall pay the fees set forth in the applicable Service Order which are based upon the average stay value, conversion rate, call handling time, and call volume information provided by Customer. In the event the foregoing performance metrics do not meet the figures provided by Customer, Revinate may, upon thirty (30) days' prior written notice to Customer, adjust pricing at any time during Customer's Initial Term or any renewal Term.

(b) **Credit for Cancellations.** Revinate will provide Customer with credits for cancelled reservations as follows: Customer must report cancelled reservations to Revinate no later than sixty (60) days after Customer's guest's scheduled arrival date for Customer to receive a credit. Cancelled reservations for which Customer receives payment, whether via travel insurance or other means, do not qualify for Revinate credits. All cancellations must be processed through the Revinate RezForce Tracking System via email using [rezforcetracker@revinate.com](mailto:rezforcetracker@revinate.com) for proper processing. Credits for cancelled reservations reported to Revinate on or before the 25th of each month will appear in the following monthly billing cycle. All cancellations must have verification from Customer's Property Management System ("PMS") included with cancellation notice. No billing credits or adjustments will be processed for Customer approved guest credits, accommodation complaints, maintenance concerns with the Unit(s) or similar reasons. In the event of cancellation, Customer will receive a credit in the amount of the Success Fee charged for the Booked call, and in lieu thereof will be charged the applicable fee for a Non-booked" call for such cancelled reservation. Travel insurance reimbursed reservations do not qualify as "cancelled" reservations. If travel insurance was purchased by the guest, Customer will be billed in the amount of the Success Fees as it relates to that Booked call.

(c) **Booked Reservations.** A reservation will not be deemed a confirmed reservation resulting in a Booked call type unless and until the applicable Revinate agent secures a credit card number from the Call Participant. If Customer's reservation system will not allow Revinate to book a reservation as normal, and all the required information is captured for a reservation, including availability, the reservation will be considered confirmed, and the call will be categorized as Booked, even though the reservation has not actually been entered into Customer's reservation system. Revinate will charge the Success Fee for any such Booked call.

(d) **Existing Reservations.** For Customers with an interface between Revinate and Customer's PMS, the PMS allows the Revinate System to recognize Call Participants based upon their telephone numbers and reference them with guest records within the PMS. All Call Participants from a telephone number recognized as either an existing reservation or an owner will be directed straight to the applicable property's telephone number based on the affiliation of such property to the TFN dialed by such Call Participant, and therefore will not reach a Revinate agent. Customer will not be charged any lead or transfer fees for these call types.

(e) **Taxes.** Customer will be responsible for any applicable federal, state or local taxes or fees arising out of any calls or reservations booked by Revinate.

4. **Instructions Regarding Reservation Bookings; Errors.** Revinate shall use commercially reasonable efforts to book reservations in accordance with instructions that Customer provides to Revinate in writing. In the event that Revinate books a reservation that is either: (a) contrary to clear and unambiguous written instructions provided by the Customer; (b) for date(s), a location, or a room type different from what has been requested by the applicable travel guest; or (c) at the incorrect rate or pricing, Customer's sole remedy, and Revinate's entire obligation and liability, with respect to each such erroneous reservation shall be payment to Customer of the lesser of: (i) actual direct damages suffered by Customer caused by Revinate's error; and (ii) U.S. \$500.00.



5. **Additional Responsibilities of Customer.** Customer shall provide or be responsible for the following as a condition precedent to the obligations of Revinate to provide Services:

- (a) **Non-Reservation Calls.** Customer shall direct Revinate where to route non-reservation calls.
- (b) **Customer Knowledge Base (RezGuide).** Customer shall complete and return to Revinate the "Customer Knowledge Base (RezGuide)" (the "RezGuide") that will be made available to Customer. The RezGuide enables Revinate to access information about Customer's properties, policies and procedures. The RezGuide will override information on Customer's website, and Customer must update Revinate within forty-eight (48) hours of any changes to such information, via the RezGuide Feedback web portal, to ensure the same is promptly made available to the RezForce agents. If Customer becomes aware of any incorrect billing due to Customer's failure to promptly update the RezGuide, Customer shall immediately inform Revinate, and the amount of any underpayment caused by Customer's failure shall be added to the next invoice. If any amounts were overpaid due to Customer's failure to promptly update the RezGuide, Customer shall not be entitled to a credit or refund for such overpayment.
- (c) **Customer Website.** Customer shall, at all times, maintain the proper functionality of its website(s) and/or other booking engine(s) and shall promptly notify Revinate of any technical or other issues that may affect the provision of Services by Revinate.
- (d) **Change in Operations.** Customer shall promptly notify Revinate of any change in its operations that may affect the provision of Services by Revinate (e.g. change to the hours of operation, etc.).
- (e) **Marketing Campaigns.** Customer shall promptly notify Revinate of any marketing campaign that may result in a spike in call volume that would require additional staffing by Revinate.
- (f) **Responsible Organization Change Request Form.** Customer must complete and return to Revinate a Responsible Organization Change Request form giving Revinate authority to carry existing TFN traffic and transfer Customer's existing TFNs.

6. **Customer's Compliance Responsibilities (North America).**

(a) **Contact Database.** Customer is solely responsible for ensuring that the Contact Database consists of consumers who have provided: (i) "prior express written consent" (as defined in the TCPA) to receive telemarketing solicitations via automated means by Customer and its third party service providers (such as Revinate) to the provided telephone numbers ("TCPA Consent"); (ii) consent required under other applicable state and federal laws including, without limitation, Federal Do Not Call List requirements, the Florida Telemarketing Act and Florida Do Not Call Act, Maryland's Stop the Spam Calls Act, the Oklahoma Telemarketer Restriction Act and the Washington Telemarketing Law HB1497 ("Additional Consents"); and (iii) "express agreement, in writing" (as required under the Amended Telemarketing Sales Rule, 16 C.F.R. § 310.4(b)(iii) (the "ATSR") to receive telephone calls from Customer to the provided telephone numbers even if they are listed on a state or federal Do Not Call list ("TSR Consents," and together with the TCPA Consent and Additional Consents, the "Telemarketing Consent"). Customer shall retain the records of each individual's Telemarketing Consent ("Consent Records") for a minimum of five (5) years following collection of same. Customer must, within three (3) business days of receipt of Revinate's request, provide the: (A) Consent Records to Revinate; and (B) the name, date, time, IP address and referral URL where the applicable Call Participant(s) provided the Telemarketing Consent (or a recording of the call if such Telemarketing Consent was provided orally). Customer is solely responsible and liable for any third-party owned lists/databases used in connection with the Services, including whether or not legally sufficient consent has been obtained from the consumers contained in the applicable third-party owned list(s)/database(s). Customer agrees to fully indemnify and hold Revinate harmless from and against any and all liability, claims, judgments, settlement amounts and/or other costs incurred by Revinate (including attorneys' fees and court costs) in connection with Customer's failure, or suspected failure, to comply with the provisions set forth in this Section 7(a). Without limiting the foregoing, Customer hereby expressly acknowledges and agrees that Revinate makes no claim that its Services will not be considered an autodialer or automated telephone dialing system within the meaning of the TCPA and equivalent state statutes. As a result, Revinate does not make any claim, representation or assertion that Revinate's Outbound Calling Services will comply with the consumer consent requirements set forth in the TCPA, other Telemarketing Laws and/or any other applicable laws, rules regulations and/or guidelines.

(b) Customer represents and warrants that: (i) its marketing activities in connection with the Services and Call Participants (including the Hot Leads); (ii) the scripts that it prepares and/or approves for use by Revinate in connection with the Outbound Calling ("**Scripts**"); and its Contact Database shall comply with all applicable laws, rules and regulations including, without limitation: (A) all telemarketing-related laws, rules and regulations including, without limitation, applicable provisions of the TCPA, the ATSR, laws governing the National Do Not Call Registry ("**NDNCR**"), Pallone-Thune Telephone Robocall Abuse Criminal Enforcement And Deterrence Act ("**TRACED Act**"), the Florida Telemarketing Act and Florida Do Not Call Act, Maryland's Stop the Spam Calls Act, the Oklahoma Telemarketer Restriction Act, the Washington Telemarketing Law HB1497, and analogous state laws (collectively, "**Telemarketing Laws**"); (B) the California Consumer Privacy Act, Cal. Civ. Code § § 1798.100 et seq. ("**CCPA**"), the California Privacy Rights Act ("**CPRA**"), the Colorado Privacy Act ("**CPA**"), the Connecticut Data Privacy Act ("**CDPA**"), the Delaware Personal Data Privacy Act ("**DPDPA**"), the Florida Digital Bill of Rights ("**FDBR**"), the Indiana Consumer Data Protection Act ("**ICDPA**"), the Iowa Consumer Data Protection Act ("**ICDPA**"), the Montana Consumer Data Privacy Act ("**MCDPA**"), the Oregon Consumer Privacy Act ("**OCPA**"), the Tennessee Information Protection Act ("**TIPA**"), the Texas Data Privacy and Security Act ("**TDPSA**"), the Utah Consumer Privacy Act ("**UCPA**") and the Virginia Consumer Data Protection Act ("**VCDDPA**"), and any subsequently enacted state data privacy laws (collectively, "**Applicable Privacy Laws**"); and (C) the Gramm-Leach Bliley Act, the Federal Trade Commission Act, the CAN-SPAM Act of 2003, as amended, Canada's Anti-Spam Legislation ("**CASL**"), the EU General Data Protection Regulation ("**GDPR**"), the UK General Data Protection Regulation ("**UK GDPR**"), and any and all rules and regulations promulgated under any of the foregoing (collectively, subsection (A)-(C) above, "**Applicable Law**"). Without limiting the foregoing, Customer shall ensure that the following shall fully comply with Applicable Privacy Laws: (I) Customer's internal Contact Database, data security policies and procedures, encryption technology, personnel oversight and networks; (II) Customer's record keeping practices in connection with consumer data obtained, stored, utilized and/or transferred to third parties by Customer; (III) Customer's procedures for preventing a breach of Contact Database data and responding in the event that a consumer data breach occurs; (IV) Customer's policies and procedures related to cross-border transfers of personal information; and (V) Customer's policies for honoring the right of consumers to exercise all rights granted consumers under Applicable Privacy Laws, including providing Revinate with notice of same where required by Applicable Privacy Laws.

(c) **Legal Disclaimer.** Neither Revinate, nor the Services, are intended, under any circumstances, to offer legal advice, recommendations or counseling in connection with any legal matter including, without limitation, compliance with the Telephone Consumer Protection Act (47 USC § 227), and its implementing regulations adopted by the Federal Communications Commission (47 CFR § 64.1200), as amended from time-to-time (the "**TCPA**") (including obtaining "prior express written consent" from consumers in connection with same), compliance with any other Telemarketing Laws (as defined below), compliance with Applicable Privacy Laws (as defined below) or any other Applicable Law (as defined below), and no element of the Services should be construed as such. You should always check with your attorney(s) to ensure that any use of the Services, including your use of Hot Leads, complies with Applicable Law including, without limitation, Applicable Privacy Laws and the TCPA.

## **7. Customer's Compliance Responsibilities (Outside North America).**

(a) **Compliance with Applicable non-US Law.** By accessing and using the Services, you represent and warrant that your use of the Services will at all times be in strict compliance with all applicable local and international laws, rules and regulations, including, but not limited to, all applicable privacy laws, rules and regulations (collectively, "Applicable non-US Law").

(b) **Legal Disclaimer.** Neither Revinate nor the Services are intended, under any circumstances, to offer legal advice, recommendations or counseling in connection with any legal matter including, without limitation, compliance with Applicable non-US Laws, and no element of the Services should be construed as such. You should always check with your attorney(s) to ensure that any use of the Services complies with Applicable non-US Law.