SPECIAL TERMS AND CONDITIONS
ONE CLICK STAY

1. **One Click Stay Terms and Conditions**

   1.1. These One Click Stay Terms and Conditions are considered special terms and conditions that complement, or only when expressly provided for herein, overrule the provisions of the B2B Wallet Terms and Conditions, in relation to One Click Stay.

2. **One Click Stay Solution**

   2.1. One Click Stay is a comprehensive technical solution that connects different parties (e.g., Customer, Merchant, B2B Wallet Partners) as part of the reservation management flow.

   2.2. B2B Wallet technology, used for the payment of reservations within One Click Stay, provides access to financial services rendered by B2B Wallet Partners, all in accordance with the B2B Wallet Terms and Conditions.

   2.3. The Customer is the party contracting One Click Stay. The Customer acknowledges that the Merchant is merely a user of One Click Stay and nothing in the Agreement shall be construed to create any rights or obligations for the Merchant.

3. **One Click Stay's dependencies**

   3.1. The Customer acknowledges that:

   3.1.1. One Click Stay cannot be used without hotel booking information generated through a Booking Engine, which shall be provided by a Third Party on behalf of the Customer. The Customer shall procure a separate agreement with the relevant Third Party to govern the generation of this booking and the provision of the related information to Outpayce. For the avoidance of doubt, Outpayce shall have no liability arising from the provision, or the use, of the Booking Engine.

   3.1.2. the Customer shall have entered into an agreement for the purpose of receiving B2B Wallet prior to, or concurrently with, One Click Stay.

   3.1.3. the remittal of data to the Merchant for payment and invoicing of the reservation is subject to the Merchant:

   (a) registering with the systems of Outpayce or its relevant Affiliate(s) and keeping up-to-date information (e.g., company name, contact name, address, tax registration number, email address, bank account); and

   (b) acknowledging the relevant terms and conditions.

4. **One Click Stay Repository**

   4.1. The Customer will have access to the invoices generated by, or retrieved from, the Merchant by accessing a digital repository via log-in credentials (the "**One Click Stay Repository**").

   4.2. The Customer acknowledges that Outpayce, or its Affiliates, will maintain the relevant invoices with the One Click Stay Repository for consultation and download during the period in which One Click Stay is provided or as otherwise required to comply with legal and regulatory obligations.

   4.3. For the avoidance of doubt, the Parties acknowledge that the provisions included in the B2B Wallet Terms and Conditions regarding Data Security apply to the access and log-in credentials of the One Click Stay Repository.

5. **Obligation of the Parties**

   5.1. Neither Outpayce nor its Affiliates will have any obligation in relation to, or control over, the content of the Merchant's invoices.

   5.2. Each of the Parties will comply with their respective accounting and Tax obligations in accordance with the applicable Laws. The use of One Click Stay shall not exempt Customer from complying with any of such obligations. Outpayce shall bear no responsibility for the Customer's fulfillment of these obligations.

5.3. Notwithstanding Clause 5.2, Outpayce is, directly or indirectly, a trusted third party in the provision of One Click Stay, and hence, by using a digital signature according to EIDAS legislation standards, the contents of the instructions received are guaranteed to be the same as those sent.

6. **Payment of Charges**

6.1. All invoices for payment of Charges will be issued and paid in the currency provided for in the Agreement.

6.2. Outpayce will invoice the Charges within five (5) Business Days from the end of each month. For the purposes of this Clause, "**Business Days**" means all days of the week except Saturday and Sunday and all other days which are declared bank holidays under Spanish Law as well as under the Autonomous Community and city of Madrid.

6.3. Customer will pay invoices within thirty (30) calendar days of the date of the relevant invoice.

6.4. Without prejudice to any other rights that Outpayce may have under this Agreement, if any Charges are due and unpaid by Customer, Outpayce may charge interest on owed Charges from the last date on which the invoice could have been paid until payment is made in full at ten percent (10%) per annum or, if lower, the prevailing maximum statutory rate allowed by Law.

7. **Taxes and payment rights**

7.1. Each Party is responsible for and must pay any income tax imposed by the competent tax authority as a consequence of, or in connection with, any income earned by that Party as a result of this Agreement.

7.2. Charges are exclusive of taxes levied at any time as a direct consequence of the execution of this Agreement or with respect to the performance of this Agreement. If any tax is chargeable in respect of any payment, Customer must pay such taxes at the applicable rate in respect of any such payments, following the receipt of the relevant invoice issued by Outpayce, as the case may be.

7.3. If, under applicable laws, any Party is required to withhold or deduct any portion of the payments due to the other Party, then the sum payable to that Party would be grossed-up by the amount necessary to yield an amount equal to the sum it would have received had no withholdings or deductions been made.

7.4. The Parties will use their best efforts to do everything required by applicable laws to enable or assist the other Party to claim or verify any input tax credit, set off, rebate or refund in respect of any tax paid or payable in connection with the solutions and services provided under this Agreement.

7.5. The Parties will cooperate in good faith to obtain refunds of any taxes paid to the authorities that should not have been charged and/or paid.

7.6. Upon request of the other Party, the requested Party must provide, within one (1) calendar month, a certificate of residency for the purposes of double taxation conventions.

8. **Limitation of liability**

8.1. In addition to the limitations provided for in the B2B Wallet Terms and Conditions, the Customer acknowledges that Outpayce and its Affiliates shall not be liable under any circumstances for any losses or Third Party claims arising from invoices generated by, or retrieved from, the Merchants, nor for the compliance of such invoice's content with applicable Laws or Third Party rights, including, without limitation, infringement of Intellectual Property Rights or Tax or invoicing laws. Customer further acknowledges that the generation or retrieval of the Merchant's invoices ultimately depends on the Merchant. The inability to generate by, or retrieve from, the Merchant any due invoice shall not be considered a breach of this Agreement.

9. **Data Privacy**

9.1. The Customer acknowledges and agrees that the provision of the services described under these One Click Stay Terms and Conditions is subject to the data protection provisions outlined in the B2B Wallet Terms and Conditions, which are hereby incorporated by reference.

9.2. For the provision of One Click Stay, Outpayce may engage part of the services to an Affiliate (including but not limited to, access to the One Click Stay Repository). To the extent such Affiliate processes Personal Data in connection with One Click Stay, it will act as a sub-processor to Outpayce, and such processing is governed by the referred B2B Wallet Terms and Conditions.

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ONE CLICK STAY

Schedule 1 – Definitions

Any term in capitals in the One Click Stay Schedule or these One Click Stay Terms and Conditions and not expressly defined in this Schedule 1, shall have the meaning ascribed to it in the B2B Wallet contract or the B2B Wallet Terms and Conditions.

Booking Engine	means any software application used by a business to manage and automate a reservation process.
Call Center	means the feature of One Click Stay to locate the contact details of the Merchant to deliver the booking and payment information and the link to generate the e-invoice.
Charges	mean the fees payable in exchange for One Click Stay.
Handshake Process	means the onboarding process of the Merchant with One Click Stay.
Merchant	means the entity whose services are retained by the Customer as part of the reservation process.
One Click Stay	is an Outpayce Product that combines Outpayce and certain Affiliates' technology to request the financial services provider chosen by Customer to generate a Virtual Card, distribute the payment and booking data and retrieving the Merchant's invoices.
One Click Stay Repository	has the meaning given in Clause 4.1 of these One Click Stay Terms and Conditions.
One Click Stay Schedule	means the Schedule regarding One Click Stay incorporated into the Agreement.
One Click Stay Terms and Conditions	means this document.
Party/ies	means Customer and/or Outpayce.
Virtual Card	means an electronic card generated within One Click Stay for payment of reservations.