

SafouAI-Hôtel — Terms of Service

Last updated: January 26,2026

These Terms of Service (“**Terms**”) govern access to and use of the **SafouAI-Hôtel** web application and related services (the “**Service**”) provided by **SafouAI Sàrl** (IDE/UID: CHE-255.788.687), Route de Tercier 2, 1807 Blonay, Switzerland (“**SafouAI**”, “**we**”, “**us**”, “**our**”).

By creating an account, starting a subscription, or clicking “I agree,” you (“**Customer**”, “**you**”) agree to these Terms. If you are accepting on behalf of an organization, you represent that you have authority to bind that organization. If you do not agree to these Terms, do not use the Service.

1. The Service; Description; Definitions

1.1 What the Service does

The Service provides hospitality operators with curated market intelligence and automated strategic recommendations, including:

- **Event Intelligence:** Detection of upcoming local and regional events (touristic and professional) susceptible to impacting hotel occupation.
- **Competitor Data:** Monitoring of competitor hotels’ Best Available Rates (BAR), special offers, and restrictions (e.g., minimum length of stay, closed to arrival).
- **Environmental Data:** Selected news alerts and weather forecasts.
- **Strategic Recommendations:** AI-driven recommendations for pricing (BAR) commercial restrictions and special offers, accompanied by textual justifications explaining the motivation behind the advice.

1.2 Important Accuracy and Advisory Notice

Information surfaced by the Service is gathered from public internet sources that can change without notice. **Strategic Recommendations provided by the Service are advisory in nature.** While these recommendations consider collected data (events, competitors, weather, etc.), SafouAI does **not** guarantee the accuracy of predictions or the commercial success of the recommendations. Final pricing and strategy decisions remain the sole responsibility of the Customer.

1.3 Business Use Only

The Service is intended for professional, internal business use by organizations in or serving the hospitality sector.

1.4 Definitions

- “**Order**”: Any online checkout, order form, or statement of work referencing these Terms and setting plan tier, term, pricing, and special conditions.

- **“City/Location”**: The geographic area configured for a subscription to scope event detection and weather.
- **“Tracked Hotels List”**: The set of competitor hotels configured for that subscription.
- **“Outputs”**: Reports, dashboards, alerts, recommendations, and other results generated by the Service.

2. Accounts, Integration, and Access

2.1 Accounts and Users

Customer must maintain accurate account information. Customer is responsible for all activity under its accounts.

2.2 Integration (No PMS Connection)

The Service is a standalone web application. It does not require connection to the Customer’s internal IT systems (such as Property Management Systems). Setup relies solely on the location and identity of the hotel provided by the Customer.

2.3 Seats and Scope

Unless specified otherwise in the Order, a subscription may be used by **any user within Customer’s organization**. Each subscription is scoped to one **hotel, associated to one location**.

3. Orders; Subscription Term; Renewal; Cancellation

3.1 Term & Renewal

Subscriptions run for the initial term stated in the Order and renew automatically for successive terms unless either party gives notice of non-renewal before the current term ends.

3.2 Cancellation

Customer may cancel renewal at any time, effective at the end of the then-current term. Fees are non-refundable except as expressly provided in Section 12.4.

4. Fees; Payment; Taxes

4.1 Fees and Currency

Fees are as stated in the Order (and summarized in Exhibit A), payable in **CHF** and exclusive of taxes.

4.2 Invoicing & Payment

Fees are due upon invoice or in advance via accepted payment methods. Late amounts may accrue 1.5% interest per month. Customer is responsible for VAT and applicable taxes.

5. License; Acceptable Use

5.1 License

SafouAI grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Service for its **internal business purposes**.

5.2 Restrictions

Customer must not:

- (a) copy, modify, or reverse engineer the Service;
- (b) resell or use the Service to build a competing product;
- (c) publish externally or broadly disseminate pricing intelligence or recommendations surfaced by the Service (internal reporting is permitted);

6. Customer Data; Outputs

6.1 Ownership

Customer retains all rights in Customer Data. Customer grants SafouAI a license to process Customer Data to provide the Service.

6.2 Outputs

Subject to these Terms, Customer may use Outputs **internally** during and after the subscription term.

7. Third-Party Content

The Service surfaces links to third-party websites and public information (e.g., news, weather, competitor sites). SafouAI is not responsible for third-party content or changes thereto.

8. Privacy and Security

SafouAI's collection and use of personal data are described in our Privacy Policy. For Account Data, each party acts as an independent controller. SafouAI implements reasonable technical measures to protect the Service.

9. Availability and Support

9.1 Updates

Events, prices, news, meteo and recommendations, are **updated daily**.

9.2 Availability

Uninterrupted operation is not guaranteed . Support is provided during business hours (CET/CEST).

10. Warranties; Disclaimers

THE SERVICE (INCLUDING ALL WEB-SOURCED DATA, RECOMMENDATIONS, AND OUTPUTS) IS PROVIDED “AS IS”. SAFOUAI DISCLAIMS ALL WARRANTIES, INCLUDING ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE . SafouAI does not guarantee that following the strategic recommendations will result in increased revenue or occupancy.

11. Limitation of Liability

SafouAI’s total liability is limited to the amounts paid by Customer to SafouAI in the **12 months** preceding the event giving rise to liability. Neither party will be liable for indirect, special, or consequential damages (e.g., loss of profits).

12. Termination

Either party may terminate for material breach not cured within 30 days. SafouAI may terminate for convenience on 30 days’ notice, in which case a pro-rated refund will be issued.

13. General Provisions

13.1 Intellectual Property

SafouAI retains all rights to the Service, software, models, and datasets.

13.2 Publicity

SafouAI may use Customer’s name and logo to identify Customer as a client, unless Customer opts out.

13.3 Governing Law

These Terms are governed by **Swiss law**. The courts of the **Canton of Vaud** (Lausanne) have exclusive jurisdiction.

13.4 Contact

SafouAI Sàrl, Route de Tercier 2, 1807 Blonay, Switzerland. Email: contact@safouai.com .

Exhibit A – Plan-Specific Conditions

1. Subscription Tiers and Features

The Service is available in the following tiers. Pricing encompasses the stated features and limits.

Feature	Basic Plan	Standard Plan	Premium Plan
Price (Monthly)	200 CHF	300 CHF	400 CHF
Max Tracked Hotels	5	10	10
Forecast Horizon	2 Months	4 Months	8 Months

2. Included Functionality (All Plans)

All subscription tiers include access to:

- **Competitor Intelligence:** Daily tracking of prices (BAR) and restrictions.
- **Event Monitoring:** Detection of local events (tourist & professional).
- **Contextual Data:** Weather forecasts (2 weeks) and News.
- **Strategic Recommendations:** Daily AI advice on pricing, restrictions and special offers with written justifications.

3. Operational Constraints

- **Updates:** Recommendations are updated daily.

4. Acceptance

By clicking “I agree” or using the Service, you accept the Terms and conditions outlined in this Exhibit.