



## **Clubhub LLC**

Terms of Service

Last Updated: Jan. 31. 2025

Welcome to Clubhub ("we," "us," "our"). By accessing or using our platform ("Service"), you ("The Enterprise," "you," "your") agree to be bound by the following Terms of Service ("Terms"). Please read them carefully.

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### **1. Acceptance of Terms**

By accessing or using our Service, including our website at [Website URL] and any other products or services offered by us (the "Platform"), you, as the enterprise contracting our SaaS services ("The Enterprise"), agree to comply with and be bound by these Terms. If you do not agree to these Terms, you must immediately discontinue use of the Service.

### **2. Eligibility**

To use Clubhub.ai's Service, you must be a legal entity or an authorized representative of a legal entity with the capacity to enter into binding agreements. By agreeing to these Terms, you, as The Enterprise, represent and warrant that:

You are at least 18 years of age.

You have the legal authority to bind The Enterprise to these Terms.

You will ensure that any employees or representatives using the Platform on your behalf also meet these requirements.

Additionally, you agree to comply with all applicable local laws regarding eligibility and contractual capacity.

### **3. Services Provided**

Our Service is a Software-as-a-Service (SaaS) platform designed to assist vacation clubs and enterprises with the management of inventory (e.g., vacation properties, accommodations, or activities), memberships, and bookings. This includes, but is not limited to:

**Inventory Management:** Organizing, tracking, and scheduling vacation properties, bookings, and amenities.

**Membership Management:** Managing membership data, including sign-ups, renewals, and payments.

**Booking Management:** Facilitating and managing the booking of vacation properties and activities by your club members and leads.

The Platform is used by The Enterprise and their club members (which include leads and other types of clients). The Booking Management features, including the ability to make reservations, modify bookings, and access inventory, are available to both The Enterprise and their club members, but their roles and responsibilities differ:

**For The Enterprise (Our B2B Client):**

The Enterprise has access to advanced features, including the management of hospitality inventory, reservation availability, and bookings. The Enterprise is responsible for managing the accuracy and quality of the inventory they offer, including any third-party supplier inventory. Employees of The Enterprise, referred to as "club admins," can use special features to configure the different products and services a club offers.

**For Club Members (Your B2C Clients):**

Club members refer to individuals who use the platform to book vacation properties, activities, and other services offered by their vacation club. It is The Enterprise's responsibility to ensure that club members review and accept the vacation club's terms related to booking policies, cancellations, and other club-specific rules.

**For Leads and Non-Members (Our B2C Clients):**

If a lead (someone who is not yet a member of the vacation club) makes a booking via the SaaS platform, this booking is provided by third-party suppliers, and the lead should be redirected to the third-party provider's homepage for details and management of the booking. In this case, the third-party supplier is solely responsible for the entire transaction and the terms governing the booking.

Please note that the terms and conditions governing the bookings, availability, cancellations, and other policies related to vacation properties and activities are determined by the individual vacation club using the platform. As The Enterprise, you are responsible for ensuring that your club members adhere to your vacation club's own terms and policies.

#### **4. Enterprise Account and Registration**

To use certain features of the Platform, you, as The Enterprise, must create an account. By registering, you agree to:

- Provide accurate and up-to-date information about your vacation club and your club members (including leads).
- Maintain the confidentiality of your login credentials.
- Notify us immediately of any unauthorized use of your account.

You, as The Enterprise, are solely responsible for any activities under your account, whether authorized by you or not.

## **5. Booking Management**

The Platform offers a Booking Management feature that allows The Enterprise and their club members to:

### **For The Enterprise:**

You have the ability to manage and update hospitality inventory, including availability, pricing, and bookings. As The Enterprise, you are responsible for maintaining accurate and up-to-date information about properties and activities available for booking. You are also responsible for managing bookings, modifying reservation details, and implementing cancellation or refund policies. Furthermore, you are responsible for ensuring that any third-party suppliers you work with provide accurate inventory details and meet legal requirements.

### **For Club Members:**

Club members can use the platform to search for, view, and book vacation properties, activities, and services offered by your vacation club. Club members may also modify or cancel bookings according to the specific policies set by The Enterprise. It is The Enterprise's responsibility to ensure that club members are aware of and accept these terms when making bookings.

### **Third-Party Suppliers and Bookings**

If a club member or lead makes a booking via the SaaS Platform and the booking is provided by a third-party supplier, it is important to note that:

- The third-party supplier is solely responsible for the entire booking offer, including the details of the inventory, availability, pricing, terms, and conditions of the booking.
- The third-party supplier is also responsible for the entire transaction process, including any payment processing, cancellations, refunds, and customer service related to the booking.

For leads (individuals who are not yet club members) who make a booking directly through the platform, this booking is also handled by third-party suppliers, and such leads should be redirected to the third-party provider's homepage for further

information, booking management, and transactions. In this case, The Enterprise is not responsible for the booking offer or transaction.

As The Enterprise, you must inform your club members and leads that bookings provided by third-party suppliers are governed by the terms of service and policies set by the third party. The Enterprise is not responsible for the actions or policies of third-party suppliers, and your club members and leads should be directed to the supplier's website for all related inquiries.

Please ensure that your club members and leads are aware of these terms and are fully informed about the third-party involvement when making a booking.

## **6. Client Accounts, Club Fees, and Payment Processing**

As The Enterprise, you must ensure that your club members are aware of the following:

**Club Fees:** Any fees related to your club members' membership, including club fees, dues, or additional charges for services offered by your vacation club, must be detailed in your contract with your club members. The Enterprise is solely responsible for collecting and managing these fees. Our SaaS platform is not responsible for determining, collecting, or processing any club membership fees directly. Any such fees are governed by The Enterprise's own policies.

**Payment Gateway:** Payments for bookings made by your club members through the Platform may be processed via our owned payment gateway or through a third-party payment gateway chosen by your vacation club. As The Enterprise, you should inform your club members that by using the platform, they agree to the terms of the payment processor, whether it's owned by the platform or provided by a third party.

**Platform Availability of Contract Benefits:** The benefits outlined in your contract with your club members, such as exclusive amenities or services, may or may not be available on the platform. The availability of these benefits is dependent on the terms of your contract with us as the SaaS provider. For example, not all features available through the Platform may be enabled for every vacation club. As The Enterprise, it is your responsibility to ensure that club members are aware of what benefits are available to them and the conditions for their use.

## **7. License to Use the Service**

We grant you, as The Enterprise, a non-exclusive, non-transferable, revocable license to access and use the Service for the purposes of managing your vacation club and providing access to your club members, in accordance with these Terms. You may not:

- Reproduce, distribute, or reverse-engineer any part of the Platform.

- Use the Platform in any unlawful manner.
- Transmit malware or harmful code through the Platform.

### **8. Payment Terms and Subscriptions**

Some features of the Service may require a paid subscription. By subscribing to the Service, you agree to pay all applicable fees for the selected plan. Subscriptions are billed on a recurring basis, and you authorize us to charge the payment method you provide.

### **9. Privacy and Data Protection**

We take privacy seriously. Our collection, use, and protection of personal data are governed by our Privacy Policy, which you can view [\[here\]](#). By using the Service, you agree to our privacy practices as outlined in the Privacy Policy.