
Terms and Conditions for StaySettle

Effective Date: 14 October 2025

PLEASE READ THIS DOCUMENT CAREFULLY. These Terms and Conditions ("Terms") govern your access to and use of the StaySettle software-as-a-service platform (the "Service"), provided by **SQVentures BV** ("we," "us," or "our"). By creating an account or by accessing or using the Service, you ("you" or "Customer") agree to be bound by these Terms.

If you are entering into this agreement on behalf of a company or other legal entity (e.g., a hotel), you represent that you have the authority to bind such an entity to these Terms, in which case the terms "you" or "Customer" shall refer to such entity.

1. Scope and Nature of the Service

1.1. **Service Description.** The Service is a software tool designed to assist hotel operators in managing and responding to payment disputes (chargebacks and inquiries) initiated within their Stripe account. The Service's primary functions include:

- Monitoring a connected Stripe account for new disputes.
- Automatically retrieving transactional and technical data from Stripe related to a disputed charge.
- When a Property Management System (PMS) is connected, attempting to match disputes to guest reservations to retrieve proof-of-service data.
- Assembling the retrieved data into a suggested evidence package.
- Providing an interface for you to review, supplement with manually uploaded documents, and submit the evidence package to Stripe.

1.2. **No Legal or Financial Advice.** You acknowledge that the Service is an informational and administrative tool only. We are not a law firm or a financial advisory service. The information, generated evidence letters, and suggestions provided by the Service do not constitute legal or financial advice. The final decision on any dispute rests solely with the relevant card networks and issuing banks.

1.3. **No Guarantee of Outcome.** We do not warrant or guarantee that the use of the Service will result in any disputes being resolved in your favor ("won").

2. Account Registration and Security

2.1. **Account Creation.** To use the Service, you must complete the registration process, providing accurate and current information as prompted, including your hotel name, a valid email address, and creating a secure password.

2.2. **Account Responsibility.** You are solely responsible for maintaining the confidentiality of your account credentials. You agree to notify us immediately of any unauthorized use of your account. We are not liable for any loss or damage arising from your failure to comply with this security obligation.

3. Authorization for Third-Party Services

3.1. **Stripe Account Authorization.** As a prerequisite for using the Service, you must authorize the Service to connect to your Stripe account using Stripe Connect (OAuth). You hereby grant SQVentures BV ongoing permission to access your Stripe account with "read_write" scope, which allows the Service to perform the following actions on your behalf:

- View all disputes, charges, customers, and related transaction data.
- Modify a dispute by uploading files and submitting evidence packages.
- Close a dispute by accepting it (refunding the customer).
- Create Transfers to debit your Stripe balance for the payment of Service Fees as defined in Section 5.

3.2. **Property Management System (PMS) Authorization.** To utilize features related to reservation matching, you may connect your PMS account (e.g., Mews). By doing so, you grant SQVentures BV ongoing permission to access your PMS data via its API, including but not limited to:

- Reservation details, guest names, and contact information.
- Guest stay information, such as check-in/check-out status.
- Folios, bills, and records of incidental charges.

3.3. **Dependency on Third-Party APIs.** You acknowledge that the Service's functionality is dependent on the continued availability of and access to the APIs of Stripe and any connected PMS. We shall not be liable for any inability to provide the Service resulting from changes, downtime, or access restrictions imposed by these third-party providers.

4. Data Processing and Use of Artificial Intelligence (AI)

4.1. **Data Storage and Processing.** You grant us the right to store and process data retrieved from your connected Stripe and PMS accounts within our secure cloud infrastructure (Google Cloud Firestore) for the purpose of providing the Service.

4.2. **Consent to AI Document Analysis.** A core feature of the Service involves the analysis of documents you upload, such as cancellation policies. You hereby expressly consent to having these documents transmitted to and processed by third-party Artificial Intelligence services (e.g., Google Vertex AI) for the sole purpose of extracting relevant text and data to be used as evidence.

4.3. **AI Limitations.** You acknowledge that AI-powered analysis is an emerging field and may be subject to errors, omissions, or misinterpretations. You are responsible for reviewing any AI-extracted data for accuracy before submitting it as evidence. We are not liable for any inaccuracies in the data extracted by these AI models.

4.4. **Data Processing Agreement (DPA).** To the extent that we process personal data of your guests on your behalf, the terms of our Privacy Policy are hereby incorporated by reference and shall serve as your Data Processing Agreement with us. A copy of the Privacy Policy was made available to you during signup and is accessible on our website. For the purposes of the

General Data Protection Regulation (GDPR), you are the Data Controller and SQVentures BV is the Data Processor.

5. Fees, Commission, and Payment

5.1. Commission Fee. You agree to pay a commission fee (the "Fee") for each successfully won dispute that was responded to using the Service. A dispute is considered "won" when its final status is updated to won by Stripe.

5.2. Fee Calculation. The Fee is calculated as 5% of the disputed amount, capped at a maximum of 7 EUR per dispute. If the dispute currency is not EUR, the cap will be converted to the dispute's currency using the exchange rate published by the European Central Bank for the day prior to the charge.

5.3. Automatic Payment Authorization. By connecting your Stripe account, you explicitly authorize SQVentures BV to automatically collect the Fee by creating a Stripe Transfer that debits the calculated amount from your Stripe account balance and transfers it to our platform account. This debit will be initiated upon our system receiving notification from Stripe that the dispute status is won.

6. Customer Responsibilities

6.1. Accuracy of Information. You are solely responsible for the accuracy, legality, and authenticity of any files or information you upload or manually provide to the Service.

6.2. Review of Evidence. While the Service automates evidence gathering, you are responsible for reviewing the final assembled evidence package for completeness and accuracy before submitting it.

6.3. Automated Submission. The Service offers an "Automated Response" feature which, if enabled, will automatically submit evidence for new disputes without your manual review, provided certain criteria are met. By enabling this feature, you accept full responsibility for the evidence submitted on your behalf.

7. Limitation of Liability and Disclaimer

7.1. Disclaimer of Warranties. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7.2. Matching Engine. You acknowledge that the "matching engine" used to link Stripe charges to PMS reservations relies on heuristic methods and may fail to find a match or may produce an incorrect match. We are not liable for any consequences arising from a failed or incorrect match.

7.3. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SQVentures BV, ITS AFFILIATES, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) ANY LOST DISPUTES, REGARDLESS OF THE OUTCOME; OR (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL OUR AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU TO US IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. Term and Termination

8.1. Term. This Agreement commences on the date you first accept it and continues as long as you have an account with us.

8.2. Termination. You may terminate this Agreement at any time by closing your account through the Service's interface. We may suspend or terminate your account if you are in breach of these Terms.

8.3. Effect of Termination. Upon termination, your right to use the Service will immediately cease. We will proceed with the deletion of your data from our systems in accordance with our data retention policy.

9. General Provisions

9.1. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the Netherlands.

9.2. Jurisdiction. Any legal suit, action, or proceeding arising out of or related to these Terms or the Service shall be instituted exclusively in the competent courts of Amsterdam, the Netherlands.

9.3. Modification of Terms. We reserve the right to modify these Terms at any time. We will provide notice of any material changes. Your continued use of the Service after such changes constitutes your acceptance of the new Terms.

9.4. Entire Agreement. These Terms, together with our Privacy Policy (available at <https://www.staysettle.com/privacy>) and any other legal notices published by us, shall constitute the entire agreement between you and SQVentures BV concerning the Service.

10. Contact Information

If you have any questions about these Terms, please contact us at:

SQVentures BV

Quellijnstraat 19a, Amsterdam

KvK-nummer: 98488961

Email: qzeegers@sqventuresbv.com