

DISTINCT HOSPITALITY SOLUTIONS

Legal Disclosures and Policies

Effective Date: February 11, 2026

distincthospitalitysolutions.com

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1. WEBSITE TERMS OF SERVICE

1.1 Acceptance of Terms

Welcome to Distinct Hospitality Solutions ("DHS," "we," "us," or "our"). By accessing or using our website at distincthospitalitysolutions.com (the "Site") and any related services, products, or software platforms including but not limited to trAln, Guestsight, and Stafflink (collectively, the "Services"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use our Site or Services.

1.2 Description of Services

Distinct Hospitality Solutions provides hospitality consulting services, operations optimization, software solutions, and related services to businesses in the hospitality industry.

1.3 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of law provisions.

2. PRIVACY POLICY

2.1 Information We Collect

We collect personal information including name, email address, telephone number, business name, and billing information. We also collect usage information such as IP address, browser type, and pages visited.

2.2 How We Use Your Information

We use collected information to provide and improve our Services, process transactions, communicate with you, and ensure security.

2.3 Data Security

We implement appropriate technical and organizational measures to protect your personal information, though no method of transmission is 100% secure.

3. PRODUCT AND SERVICE DISCLOSURES

3.1 Consulting Services Disclaimer

The consulting and advisory services provided are based on our professional experience and industry knowledge. We make no guarantees regarding specific business outcomes, revenue increases, or operational improvements. Results may vary based on numerous factors including market conditions, client implementation, and external economic factors.

3.2 Software Services

Our software platforms (trAIIn, Guestsight, Stafflink) are provided as SaaS solutions. We strive for 99% uptime but do not guarantee uninterrupted service. Features may be updated, modified, or discontinued at our discretion.

4. CONSULTING SERVICES AGREEMENT TERMS

4.1 Scope of Engagement

Each consulting engagement will be defined by a Statement of Work (SOW) outlining specific services, deliverables, timeline, and fees.

4.2 Payment Terms

Unless otherwise stated, invoices are due within thirty (30) days of receipt. Late payments may be subject to interest charges of 1.5% per month or the maximum rate permitted by law.

5. SOFTWARE LICENSE AND USE TERMS

5.1 License Grant

Subject to these Terms and payment of fees, DHS grants Client a limited, non-exclusive, non-transferable license to access and use the software platforms solely for internal business purposes.

5.2 License Restrictions

Client shall not:

- Copy, modify, or create derivative works
- Reverse engineer or decompile the software
- Rent, lease, sell, or sublicense the software

6. END USER LICENSE AGREEMENT (EULA)

This End User License Agreement ("EULA") is a legal agreement between you ("End User," "you," or "your") and Distinct Hospitality Solutions ("DHS," "we," "us," or "our") for the use of our software applications: trAln, Guestsight, and Stafflink (collectively, the "Software"). By installing, accessing, or using the Software, you agree to be bound by the terms of this EULA.

6.1 Grant of License

6.1.1 License Scope

Subject to your compliance with this EULA and payment of applicable subscription fees, DHS grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Software solely for your internal business purposes in the hospitality industry. This license is granted on a per-organization basis and is valid only during your active subscription period.

6.1.2 Authorized Users

You may permit your employees, contractors, and agents ("Authorized Users") to access and use the Software on your behalf, provided that: (a) each Authorized User complies with this EULA; (b) you are responsible for all actions and omissions of your Authorized Users; and (c) the number of Authorized Users does not exceed the number of user licenses purchased in your subscription plan.

6.1.3 Geographic Restrictions

The Software is licensed for use worldwide, subject to compliance with all applicable export control laws and regulations. You agree not to use the Software in any jurisdiction where such use would be prohibited by law.

6.2 License Restrictions and Prohibited Uses

You expressly agree that you will NOT:

- Copy, reproduce, distribute, or publicly display the Software except as expressly permitted
- Modify, adapt, translate, or create derivative works based on the Software
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software
- Remove, alter, or obscure any copyright, trademark, or proprietary rights notices
- Rent, lease, lend, sell, redistribute, or sublicense the Software to any third party
- Use the Software for service bureau, time-sharing, or outsourcing purposes
- Use the Software to develop a competing product or service
- Access the Software to build a similar or competitive product using similar ideas, features, or functions
- Benchmark the Software or use performance information for competitive purposes
- Interfere with or disrupt the integrity or performance of the Software or its underlying infrastructure
- Attempt to gain unauthorized access to the Software, related systems, or networks
- Use any automated system, including robots, spiders, or scrapers, to access the Software
- Upload or transmit viruses, malware, or any harmful code
- Use the Software for any illegal, harmful, or fraudulent purpose
- Violate any applicable laws, regulations, or third-party rights while using the Software

6.3 Ownership and Intellectual Property Rights

6.3.1 DHS Ownership

The Software, including all copies, modifications, enhancements, and derivative works, is and shall remain the exclusive property of DHS and its licensors. The Software is protected by copyright, trademark, patent, and other intellectual property laws of the United States and international treaties. This EULA grants you only a limited right to use the Software and does not constitute a sale or transfer of any ownership rights.

6.3.2 Reservation of Rights

All rights not expressly granted to you in this EULA are reserved by DHS. Nothing in this EULA grants you any right to use DHS trademarks, trade names, service marks, or logos without our prior written consent.

6.3.3 Your Data

You retain all rights, title, and interest in and to any data, content, or information you input, upload, or generate using the Software ("Your Data"). You grant DHS a limited, worldwide, non-exclusive license to host, store, process, and transmit Your Data solely as necessary to provide the Software and Services to you. You represent and warrant that you have all necessary rights to Your Data and that Your Data does not violate any laws or third-party rights.

6.4 Subscription Terms and Payments

6.4.1 Subscription Plans

The Software is offered on a subscription basis with various plan options (e.g., monthly, annual) as specified at the time of purchase. Your subscription includes access to the Software, standard technical support, and software updates during the subscription term.

6.4.2 Payment Obligations

You agree to pay all applicable subscription fees in accordance with the pricing and payment terms presented to you at the time of purchase. Fees are due in advance and are non-refundable except as required by applicable law or as expressly stated in this EULA. All fees are exclusive of applicable taxes, which you are responsible for paying.

6.4.3 Auto-Renewal

Your subscription will automatically renew at the end of each subscription period unless you cancel prior to the renewal date. You authorize DHS to charge your payment method for the renewal subscription fees. We will provide notice of renewal charges at least thirty (30) days before the renewal date.

6.4.4 Price Changes

DHS reserves the right to modify subscription fees upon thirty (30) days' notice. Price changes will take effect at the start of your next subscription period. Your continued use of the Software after a price change constitutes acceptance of the new fees.

6.4.5 Late Payments

If payment is not received when due, we may suspend or terminate your access to the Software. Late payments may accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less. You are responsible for all costs of collection, including reasonable attorneys' fees.

6.5 Software Updates and Modifications

6.5.1 Right to Update

DHS may, from time to time, provide updates, upgrades, patches, bug fixes, or new versions of the Software (collectively, "Updates"). Updates may be automatically deployed without prior notice. Your continued use of the Software following an Update constitutes acceptance of that Update.

6.5.2 Modifications to Features

DHS reserves the right to modify, suspend, or discontinue any feature or functionality of the Software at any time, with or without notice. We are not liable to you or any third party for any modification, suspension, or discontinuation of the Software or any part thereof.

6.6 Technical Support and Maintenance

6.6.1 Standard Support

As part of your subscription, DHS provides standard technical support during business hours (Monday-Friday, 9:00 AM - 5:00 PM Eastern Time, excluding U.S. federal holidays). Standard support includes assistance with software functionality, troubleshooting, and bug reporting. We will make commercially reasonable efforts to respond to support requests within one (1) business day.

6.6.2 Support Exclusions

Support does not include assistance with: (a) problems caused by your misuse, negligence, or unauthorized modifications; (b) third-party software or hardware issues; (c) network connectivity problems; (d) training or consulting services; or (e) issues arising from your failure to implement Updates.

6.6.3 Premium Support

Enhanced support options, including 24/7 availability, dedicated support personnel, and faster response times, may be available for an additional fee.

6.7 Warranties and Disclaimers

6.7.1 Limited Warranty

DHS warrants that the Software will perform substantially in accordance with its documentation under normal use for a period of thirty (30) days from the date of your initial subscription. Your sole remedy for breach of this warranty is, at DHS's option, repair or replacement of the Software or refund of the fees paid for the affected subscription period.

6.7.2 Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.7.1, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DHS DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, ACCURACY, AND INTEGRATION. DHS DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. DHS DOES NOT WARRANT THE RESULTS OBTAINED FROM USE OF THE SOFTWARE OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS.

6.8 Limitation of Liability

6.8.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DHS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF DHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.8.2 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DHS'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS EULA, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO DHS FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (B) ONE HUNDRED DOLLARS (\$100.00 USD).

6.8.3 Essential Purpose

You acknowledge that the limitations of liability in this Section 6.8 are essential elements of the agreement between you and DHS, and that DHS would not make the Software available without these limitations.

6.9 Indemnification

You agree to indemnify, defend, and hold harmless DHS and its affiliates, officers, directors, employees, agents, suppliers, and licensors from and against any claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from: (a) your use or misuse of the Software; (b) your violation of this EULA; (c) your violation of any laws, regulations, or third-party rights; (d) Your Data or any content you submit through the Software; or (e) any unauthorized use of your account or credentials.

6.10 Data Privacy and Security

6.10.1 Data Collection and Use

DHS collects and processes data in accordance with our Privacy Policy (see Section 2 of this document). By using the Software, you consent to such collection and processing.

6.10.2 Data Security

DHS implements commercially reasonable technical and organizational measures to protect Your Data from unauthorized access, disclosure, alteration, or destruction. However, no security system is impenetrable. DHS cannot guarantee the absolute security of Your Data.

6.10.3 Data Backup and Recovery

While DHS maintains regular backups of data stored in the Software, you are solely responsible for maintaining backup copies of Your Data. DHS is not responsible for any loss, corruption, or damage to Your Data.

6.10.4 Data Export and Portability

You may export Your Data at any time through the Software's export features. Upon termination of your subscription, you will have thirty (30) days to export Your Data, after which DHS may delete Your Data from its systems.

6.11 Term and Termination

6.11.1 Term

This EULA begins on the date you first access or use the Software and continues for the duration of your active subscription, unless earlier terminated in accordance with this EULA.

6.11.2 Termination for Convenience

You may terminate this EULA at any time by canceling your subscription through your account settings or by providing written notice to DHS. Cancellation will be effective at the end of your current subscription period. No refunds will be provided for early cancellation except as required by law.

6.11.3 Termination for Cause

DHS may suspend or terminate your access to the Software immediately, without prior notice, if: (a) you breach any provision of this EULA; (b) your account is more than thirty (30) days past due; (c) you engage in fraudulent or illegal activities; (d) your use of the Software poses a security risk or disrupts the Software or other users; or (e) as required by law.

6.11.4 Effects of Termination

Upon termination: (a) all licenses granted under this EULA immediately cease; (b) you must immediately cease all use of the Software; (c) you must delete or destroy all copies of the Software in your possession or control; (d) you will have thirty (30) days to export Your Data; and (e) any amounts owed to DHS become immediately due and payable. Sections 6.2, 6.3, 6.7.2, 6.8, 6.9, 6.12, and 6.13 shall survive termination.

6.12 Export Compliance

The Software may be subject to U.S. export control laws and regulations. You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce. You represent and warrant that you are not: (a) located in a country subject to U.S. government embargo or designated as a "terrorist supporting" country; or (b) listed on any U.S. government list of prohibited or restricted parties.

6.13 General Provisions

6.13.1 Entire Agreement

This EULA, together with any applicable order forms, subscription agreements, and our Privacy Policy, constitutes the entire agreement between you and DHS regarding the Software and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written.

6.13.2 Amendments

DHS may modify this EULA at any time by posting a revised version on our website or within the Software. Material changes will be notified to you via email or in-app notification at least thirty (30) days before the effective date. Your continued use of the Software after the effective date constitutes acceptance of the modified EULA. If you do not agree to the modifications, you must cease using the Software and cancel your subscription.

6.13.3 Governing Law

This EULA shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

6.13.4 Dispute Resolution

Any dispute arising out of or relating to this EULA shall be resolved exclusively in the state or federal courts located in Miami-Dade County, Florida, and you consent to the personal jurisdiction of such courts. However, DHS may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights.

6.13.5 Waiver and Severability

No waiver of any provision of this EULA shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. If any provision of this EULA is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

6.13.6 Assignment

You may not assign, transfer, or delegate any of your rights or obligations under this EULA without DHS's prior written consent. Any attempted assignment in violation of this provision is void. DHS may freely assign this EULA without your consent. This EULA shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6.13.7 Force Majeure

DHS shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

6.13.8 No Third-Party Beneficiaries

This EULA is for the sole benefit of you and DHS and is not intended to confer any rights or benefits on any third party.

6.13.9 Notice

All notices under this EULA must be in writing and shall be deemed given when delivered personally, sent by confirmed facsimile or email, or three (3) business days after being sent by certified mail, return receipt requested, to the addresses specified in Section 11 (Contact Information).

6.13.10 Acknowledgment

BY CLICKING "I ACCEPT," INSTALLING, ACCESSING, OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

7. INTELLECTUAL PROPERTY NOTICE

All intellectual property rights in and to the Services are and will remain the exclusive property of Distinct Hospitality Solutions. "Distinct Hospitality Solutions," "trAln," "Guestsight," "Stafflink," and associated logos are trademarks of Distinct Hospitality Solutions.

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DISTINCT HOSPITALITY SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

9. COOKIE POLICY

We use cookies to analyze website traffic and optimize your experience. By accepting our use of cookies, your data will be aggregated with all other user data. You can manage cookie preferences through your browser settings.

10. EMPLOYMENT AND CONTRACTOR DISCLOSURES

Distinct Hospitality Solutions is an equal opportunity employer. We do not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, or any other legally protected status.

11. CONTACT INFORMATION

For questions regarding these disclosures, the EULA, or our Services, please contact us:

Distinct Hospitality Solutions

Phone: (305) 548-1826

Website: distincthospitalitysolutions.com

Email: [Insert primary business email]

Business Hours:

Monday - Friday: 9:00 AM - 5:00 PM EST

ACKNOWLEDGMENT

By using the Services of Distinct Hospitality Solutions, you acknowledge that you have read, understood, and agree to be bound by these Legal Disclosures, Policies, and the End User License Agreement.

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