

By using or accessing VacayHub, any mobile application for such website or any other website operated by us on which these Terms and Conditions are posted via a link or otherwise (each referred to herein as a “**Site**”), you acknowledge and agree that you are subject to the following terms and conditions, as well as our Privacy Policy, which also governs your use of the Site, and is incorporated by reference. Please read these Terms carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than court.

A user’s reservation or use of VacayHub is bound by the terms and conditions on the VacayHub site where the reservation is finalized. If you do not fully agree to these Terms and any other terms and conditions posted or linked to any Site, you are not authorized to access or otherwise use the Site. Under these Terms, “**use**” or “**access**” of the Site specifically includes any direct or indirect access or use of the Site or any cached version of the Site and any direct or indirect access or use of any information or content on the Site. Unless otherwise specified, the entity controlling the Site you are accessing is referred to herein as “VacayHub,” “**we**,” “**us**” or “**our**”. The term “**you**” refers to the user visiting the Site, listing a property, and/or requesting a reservation on this Site. You should read through all the Terms carefully. The Terms constitute a legally binding agreement between you and VacayHub. You are not authorized to use this Site unless you are at least 18 years of age and able to enter into legally binding contracts. We do not knowingly collect the information of anyone under the age of 18. If you arrived on the Site after having been re-directed or otherwise clicking on another website, you agree that these Terms shall govern your use of this Site.

1. VacayHub is a Marketing Site and We are Not a Party to any Rental Agreement or other Transaction Between Users of the Site.

We urge all users to be responsible about their use of this Site and any transaction entered into as a result of either listing a property or renting a property. We do not own or manage, nor can we contract for, any vacation rental property listed on a Site. The Site provides an on-line marketplace to allow homeowners and property managers who advertise on the Site (each, a “**member**”) to offer for rent in a variety of pricing formats, a specific vacation or short term rental property to potential renters or renters (each, a “**traveler**” and, collectively with a member, the “**users**”).

"Members" may also include property owners or managers who originally advertised their properties on another website and their listings have been redistributed on the Site. We also may offer online booking or other tools or services to allow users to communicate with each other and enter into rental agreements or other transactions.

We are not a party to any rental or other agreement between users. This is true even if the Site allows you to book a rental or provides other ancillary products or services, as the Site may facilitate booking a rental or other tools, services or products, but we are not a party to any rental or other agreement between users. As a result, any part of an actual or potential transaction between a traveler and a member, including the quality, condition, safety or legality of the properties advertised, the truth or accuracy of the listings (including the content thereof or any review relating to any traveler or property), the ability of members to rent a vacation property or the ability of travelers to contract for properties are solely the responsibility of each user. You acknowledge and agree that you may be required to enter into one or more separate agreements, waivers or terms and conditions before making a booking or purchasing a product or service and VacayHub may place additional restrictions on your booking, product or service.

Users agree that they are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site,

their use of any tool, service or product offered on the Site and any transaction they enter into on the Site or in connection with their use of the Site.

Members further agree that they are responsible for and agree to abide by all laws, rules, ordinances, or regulations applicable to the listing of their rental property and the conduct of their rental business, including but not limited to any and all laws, rules, ordinances, regulations or other requirements relating to taxes, credit cards, data and privacy, permits or license requirements, zoning ordinances, safety compliance and compliance with all anti-discrimination and fair housing laws, as applicable. Please be aware that, even though we are not a party to any rental transaction and assume no liability for legal or regulatory compliance pertaining to rental properties listed on the Site, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to your listing in order to comply with requests from governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with such obligations in our sole discretion.

Members who accept credit card, banking or other payment information from travelers agree to properly handle and safeguard all such information in accordance with applicable legal and regulatory requirements and best practices.

While we do take certain measures with a goal to assist users to avoid potentially fraudulent or other illegal activity of which we become aware, we assume no liability or obligation to take any such measures or actions. When we provide warnings or messages to users about any such activity, we do not warrant that such messages are accurate or that such messages will reach any or all users they should have reached in a timely manner or at all or that such messages or measures will prevent any harm or otherwise have any impact.

2. Limited License to Use the Site.

Users are granted a limited, revocable non-exclusive license to access the Site and the content and services provided on the Site solely for the purpose of advertising a property, searching for a property, purchasing or researching (for the purpose of inquiring about purchasing) any of the products or services offered on any Site, participating in an interactive area hosted on the Site or for any other purpose clearly stated on a Site, all in accordance with the Terms. Any use of the Site that is not for one of these purposes or otherwise in accordance with the Terms or as otherwise authorized by us in writing is expressly prohibited.

3. Unauthorized Uses of the Site.

The license to use the Site only extends to the uses expressly described herein. The license to use the Site granted to users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or any derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engines" do not include a website or search engine or other service that provides classified listings or property rental advertisements, or any subset of the same or which is in the business of providing vacation property rental services or other services that compete with us.

Unauthorized uses of the Site also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously and specifically agreed to by us:

- Any commercial use of the Site or any content on the Site, other than by members in good standing, or by members under a valid license to software offered on the Site (a "**valid license**");

- Any use of the Site or the tools and services on the Site for the purpose of booking or soliciting a rental of a property other than a property listed under a valid subscription;
- Copy, reproduce, upload, post, display, republish, distribute or transmit any part of the content in any form whatsoever;
- Modify, translate into any language or computer language or create derivative works from, any content or any part of the Site;
- Reverse engineer any part of the Site;
- Sell, offer for sale, transfer or license any portion of the Site in any form to any third parties;
- Use the Site and its inquiry or booking functionality other than to advertise and/or research vacation rentals, to make legitimate inquiries to our members or any other use expressly authorized on the Site;
- Use the Site to post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
- Use or access the Site in any way that, in our sole discretion, adversely affects, or could adversely affect, the performance or function of the Site or any other system used by us or the Site.

4. Proprietary Rights and Downloading of Information from the Site.

The Site and all content and information on the Site are protected by copyright as a collective work and/or compilation, under applicable U.S. and international copyright laws and conventions

and database rights. You agree to abide by any and all copyright notices, information or restrictions contained in or relating to any content on the Site. Copying, storing or otherwise accessing the Site or any content on the Site other than for your personal, noncommercial use (other than in accordance with a valid listing) is expressly prohibited without prior written permission from us.

5. Your E-mail Address and Data; Our Privacy Policy; Data Transmittal.

When you provide your e-mail address, name or other information to us in connection with your use or access to the Site, any service or tool provided on the Site or otherwise, you agree to allow the Site and its affiliated websites to add your e-mail address, name or other information provided to our database of users. You are welcome to opt not to receive such promotional e-mails from the Site at any time. Your use of the Site signifies your acknowledgment of, and agreement with, our [Privacy Policy](#). We adhere to strong principles of privacy. You agree that we may access and use your user-contributed content in accordance with these Terms or our [Privacy Policy](#) and we agree that we will only disclose your user-contributed content in accordance with these Terms and our [Privacy Policy](#).

6. Identity Verification.

User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of each user's purported identity. We encourage you to communicate directly with a traveler or member through the tools available on the Site, though even this does not assure you of the identity of the person with which you are communicating. We further encourage you to take other reasonable measures to assure yourself of the other person's identity and, for travelers, of the property and relevant details of your booking or proposed booking.

We discourage you from giving anyone access to your online ID and password for your account with us and your email account. However, if you do give someone your online ID and

online password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account with us and/or your email account, even those transactions that are fraudulent or that you did not intend or want performed.

EACH USER ACKNOWLEDGES AND AGREES THAT: (1) NEITHER VACAYHUB NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S ID OR PASSWORD; AND (2) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD FOR YOUR HOMEAWAY ACCOUNT OR YOUR EMAIL ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH HOMEAWAY AND OTHER USERS.

Further, we may, without notice to you, suspend or cancel your listing at any time even without receiving notice from you if we suspect, in our sole discretion, that your account with us or your email account is being used in an unauthorized or fraudulent manner.

7. Limitations on Communications and Use of Other Users' Information; No Spam.

You agree that, with respect to other users' personal information that you obtain directly or indirectly from or through the Site or through any Site-related communication, transaction or software, we have granted to you a license to use such information only for: (i) Site-related communications, (ii) using services offered through the Site, and (iii) inquiring about or otherwise facilitating a financial transaction between you and the other user related to the purpose of the Site. Any other purpose will require express permission from the user. You may not use any such information for any unlawful purpose or with any unlawful intent.

In all cases, you must give users an opportunity to remove their information from your address book or database or other records and a chance to review what information you have collected about

them. In addition, under no circumstances, except as defined in this provision, may you disclose personal information about another user to any third party without the consent of the other user. You agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information, and you assume all liability for the misuse, loss or unauthorized transfer of such information.

We do not tolerate spam or unsolicited commercial electronic communications of any kind.

8. Responsibility for Property Listings. We require property owners or managers to provide either a business license or current utility bill that shows that they are legitimate representatives of said property. We have no duty to screen content posted on the Site by members, travelers or other users. We cannot take responsibility for descriptions, representations or photos of any listing. We are not responsible for user-contributed content. "We reserve the right to decline to permit the posting on the Site of or to remove from the Site any user-contributed content that fails to meet conditions, which are incorporated by reference into these Terms, any other guidelines posted on a Site or if it otherwise violates these Terms, each as determined in our discretion. We may also remove user-contributed content if it is brought to our attention, such as by notice given to us by a user or any third party that any part of these Terms & Conditions, or any other requirements governing the posting of such content, as determined in our discretion. Finally, we reserve the right, but do not assume the obligation, to edit a member's content or user-contributed content in a non-substantive manner solely to cause the content to comply with our Terms and Conditions. Users remain responsible for reviewing their user-contributed content to ensure it is accurate and not misleading.

At a minimum, user-contributed content must as determined by us in our discretion:

- not infringe anyone's rights, including but limited to copyright and rights of publicity and privacy, violate the law or otherwise be inappropriate;
- not include personal information of another that can be used to identify or contact any person;
- not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations;
- not be obscene, abusive, discriminatory or illegal; or
- not be false or misleading.

All property listings on the Site are the sole responsibility of the member (who may be the owner or a property manager) and we specifically disclaim any and all liability arising from the alleged accuracy of the listings, reviews or any alleged breaches of contract on a user's part. Members are solely responsible for keeping their property information up-to-date on the Site. We do not represent or warrant that any of the copy, content, traveler or property reviews, guest book entries, property location, suitability, pricing or availability information published on the Site is accurate or up-to-date even in the case where travelers have searched for specific dates or types of properties. We assume no responsibility to verify property listing content or the accuracy of the location. Members are solely responsible for ensuring the accuracy of location, geographic and other content and agree to promptly correct (or contact us to correct) any inaccuracy and travelers are solely responsible for verifying the accuracy of such content and descriptions.

All other user-contributed content is the sole responsibility of the user who contributed such content. Users are solely responsible for their content and we specifically disclaim all liability for user-contributed content. The user represents and warrants that the user owns or otherwise controls and has all necessary legal rights to the property and the name or other identifier used in connection with the listing including, but not limited to, all the rights necessary to provide, post, upload, input or submit the user-contributed

content. We reserve the right to request a proof of ownership or permission, and to refuse to post user generated content without such proof or if such proof is, in our sole discretion, insufficient. By submitting or authorizing user-contributed content, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense to adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any of your user-contributed content, in connection with our business or the business of our affiliates. We will not continue to display the user-contributed content that was displayed in such listing.

You further grant us and our affiliates the ability to register copyright in and protect the user-contributed content, including the images, copy, and content available via any member's listing, from the unauthorized use of the user-contributed content by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. You further agree to appear and assist us—at our expense and control—with protecting such copyrighted material from unauthorized redistribution.

You agree that we may sublicense all the rights granted to us under these Terms to one or more third parties we may contract with to display all or part of the member's property listing or otherwise provide promotional or other services related to our business. In the event that you retain any rights of attribution, integrity or any other moral rights in any user-contributed content, you hereby waive your right to assert these or to require that any personally identifying information be used in connection with the user-contributed content or any derivative works thereof and affirm that you have no objection to the publication, use, modification, deletion or exploitation of the user-contributed content by us or our affiliates.

9. Service Fee Payable by Travelers.

We charge a service fee payable by travelers who book a property on the Site via the Site checkout. The service fee covers the use of the Site and is calculated as a variable percentage of the total reservation amount which may or may not include additional fees, taxes and damage deposits. The exact service fee charged will be displayed to travelers at the time of booking. The service fee will be charged after both the traveler and member accept the reservation. The service fee will only be refunded in the event a member accepts cancellation of the traveler's reservation and refunds the entire rental amount. Members agree not to encourage or advise a traveler to avoid or circumvent the service fee charged by VacayHub.

10. Social Media or Third-Party Websites.

If the Site offers a tool or service that allows us to access or use any profile or other information about you that you have provided to Facebook or another third-party website and you decide to use such tool or service, you acknowledge and agree that:

- The information or content that is a part of your Social Media Site profile, which you have designated as "public", may be accessed and used by us in connection with the Site;
- The Social Media Content will be considered user-generated content under these Terms and both you and we shall have the same rights and responsibilities as you that we have with respect to user-generated content under these Terms;
- In the event that the Social Media Content was for any reason misclassified with a public or similar designation or is otherwise inaccurate or to which you do not agree with for any reason, you agree to work with the Social Media Site to make any changes or resolve any disputes and acknowledge that we will not be able to provide you with recourse.

11. Unsolicited Ideas and Feedback.

We welcome your feedback regarding our business. From time to time, users submit to us ideas or suggestions pertaining to our

business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names. We are under no obligation to review or consider them. If you choose to submit any ideas, original creative artwork, suggestions or other works (“submissions”) in any form to us, then regardless of what you say, write or provide to us in connection with your submissions, the following terms shall apply. If you provide any submissions to us, you agree that: (i) your submission and its contents will automatically become the property of VacayHub, without any compensation to you; (ii) VacayHub may use or redistribute any such submission and its contents for any purpose and in any way; If you want to send us your feedback, we simply request that you send it to us using the “Contact” tab located on the top right side of the homepage. Please provide only specific feedback on our Site and services. Keep in mind that we assume no obligation to keep any feedback you provide confidential and we reserve the right to use or disclose such information in any manner.

12. Software Available on the Site.

The Site is controlled and operated by VacayHub or an affiliate of VacayHub in the United States. Software available on the Site (the “**Software**”) is subject to United States export controls. No Software available on the Site in the United States may be downloaded or otherwise exported or re-exported (i) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods, or (ii) anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Commerce Department’s Table of Deny Orders. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

All Software is the copyrighted work of VacayHub, an affiliate of VacayHub or an identified third party. Your use of such Software is

governed by these Terms and the terms of any additional license agreement that accompanies or is included with such Software. If the Software is not accompanied by an additional license agreement, we hereby grant you a limited, personal and nontransferable license to use the Software for viewing and using this Site in accordance with these Terms and for no other purpose.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. COPYING OR REPRODUCING ANY SOFTWARE AVAILABLE ON THIS SITE IS EXPRESSLY PROHIBITED, EXCEPT AS SPECIFICALLY PROVIDED FOR IN A LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

13. Limitation of Liability.

IN NO EVENT WILL VACAYHUB, OR ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES, OR ANY THIRD-PARTY PROVIDER OF A SERVICE OR TOOL OFFERED, BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SITE, (B) THESE TERMS, (C) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (D) USE OF THE SITE, TOOLS OR SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDER PROVIDES, RELATED TO THE BUSINESS WE OPERATE ON THE SITE, BY YOU OR ANY THIRD PARTY (E) ANY USER-CONTRIBUTED CONTENT, (F) INTERACTION BETWEEN OUR SITE AND ANY THIRD PARTY SITE, FACILITATED BY A TOOL OR SERVICE ON OUR SITE AND/OR (G) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVES A FEE IN CONNECTION

THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, ANY THIRD PARTY PROVIDER OR ANY USER OF THE SITE. THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF VACAYHUB, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.

14. Disclaimers.

THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED

WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY SUCH BREACHES. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR USER-CONTRIBUTED CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR USER-CONTRIBUTED CONTENT TO US AND BY POSTING INFORMATION ON THE SITE, INCLUDING PROPERTY LISTINGS, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THESE TERMS. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD US OR ANY THIRD PARTY PROVIDER RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATION THEREOF, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT A PARTY TO ANY RENTAL TRANSACTION OR OTHER TRANSACTION BETWEEN USERS OF THE SITE. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE (OTHER THAN PURSUANT TO ANY GUARANTEE THAT MAY BE OFFERED ON THE SITE) THE SAFETY OF ANY TRANSACTION, RENTAL PROPERTY

OR THE TRUTH OR ACCURACY OF ANY LISTING OR OTHER CONTENT PROVIDED ON THE SITE.

15. Release; Indemnification.

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION OR USER-CONTRIBUTED CONTENT) OR ANY THIRD PARTY PROVIDER OR ANY THIRD PARTY WEBSITE THAT MAY BE LINKED TO OR FROM OR OTHERWISE INTERACT WITH THE SITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE EACH MEMBER OF VACAYHUB, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD EACH MEMBER OF VACAYHUB (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT ON THE SITE

(INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY OTHER USER OR THIRD PARTY), ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF OR POSTED BY OTHER USERS OF YOUR ACCOUNT TO THE SITE, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.

WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

16. Disputes; Arbitration.

VacayHub is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Site, any dealings with our customer experience agents, any services or products provided, any representations made by us by contacting VacayHub customer support or click the ContactUs button on the top right of homer page. If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

Any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert Claims on an

individual basis in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, users or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms, regardless of whether prior versions of the Terms required arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms as a court would.

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed upon location.

By agreeing to arbitration under the AAA Rules, the parties agree, among other things, that the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive power to rule on any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "VacayHub Legal: Arbitration Claim Manager," 1545 Gulf Shores Pkwy Suit 141, Gulf Shores AL 36542. If we request arbitration against you, we will give you notice at the email address or street address you have provided.

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** The Federal Arbitration Act and federal arbitration law apply

to these Terms. An arbitration decision may be confirmed by any court with competent jurisdiction.

17. Additional Terms and Conditions Applicable to Online Booking.

In addition to being bound by the other terms set forth herein, users are also bound by the following terms, which are in addition to any other terms applicable in connection with using the Site. In addition, if such Reservation Services include payment or other services provided by a third-party provider, such services are subject to the additional terms and conditions and privacy policies of such third-party providers.

We provide Reservation Services to manage inquiries, quotes, and rental agreements and to allow for payments to be made relating to the rental. By utilizing a rental agreement as part of the Reservation Services or otherwise displaying terms relating to the rental as part of the online booking process (including such terms that we may require), the traveler and member each agree to the terms and conditions set forth in the rental agreement or other such terms displayed in the booking process and that the user indicates acceptance of the booking or rental agreement, as applicable. You hereby acknowledge and agree that (i) you are fully responsible for such terms and conditions, (ii) any rental agreement used, whether a sample provided by the Site or a rental agreement copied and pasted, is used solely at their own risk and expense, (iii) nothing contained in the these Terms or any sample rental agreement is a substitute for the advice of an attorney and (iv) that you have been hereby advised to obtain local legal counsel to prepare, review and revise as necessary any rental agreements to ensure compliance with federal, state and local law and their particular circumstances.

18. Responsibility for Property and Traveler Liability.

Users are solely responsible for obtaining insurance coverage sufficient to protect their properties and guests or their trip, as applicable.

19. GENERAL

These Terms are governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), AAA Rules, federal arbitration law, and for U.S. residents, the laws of the state in which you reside (as determined by the billing address you have provided us), without regard to conflict of laws principles. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law.

When we need to send you notice, it will be sent to the email address you provide to the Site during the registration or booking or inquiry process or as later updated in your account (if applicable). Notice shall be deemed given upon receipt or 24 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any physical address provided to us during the registration process or as later updated in your account (if applicable). Notice shall be deemed given three days after the date of mailing to a physical address and one day after mailing to an electronic address.

We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database or content. We may also impose limits on certain features or services or restrict your access to parts or the entire Site without notice or liability. We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time. Notification of any amendment will be posted on the Site by the indication of the last amendment date at the top of these Terms and will be effective immediately. When members renew subscriptions, the terms in effect at the time of renewal will govern, provided that such terms may change as described above.

We reserve the right, but assume no obligation, to agree to different or conflicting terms and conditions with respect to any

user. Any such terms and conditions will not be enforceable unless specifically agreed to by us.

Subscription rates and fees (including any commissions) charged for any listing are set at the time of a user or member's purchase of the subscription. Such rates and fees are subject to change without notice or approval. We further reserve the right to offer additional products, services or features for purchase at any time. We do not separately file the Terms entered into by each user of the Site. Please make a copy of these Terms for your records by printing and/or saving a downloaded copy of the Terms on your personal computer. We may immediately terminate any user's access to or use of the Site due to such user's breach of these Terms or any other unauthorized use of the Site. However, we do not guarantee that we will take action against all breaches of these Terms. Our failure to take immediate action with respect to a breach by you or others does not waive our right to act with respect to such breach or any other breach.

These Terms constitute the entire agreement between us and you with respect to the matters set forth herein, and supersede any prior agreement between us and you with respect to your use of the Site. Headings in these Terms are for reference only and do not limit the scope or extent of such section. In the event of any conflict between these Terms and any other terms and conditions applicable to a product, tool or service offered on our Site, the Terms herein shall prevail. If any portion of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms shall remain in full force and effect. Further, any provision of these Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Our platform is open to travelers, owners, and property-managers of every race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, and marital status. We expect all users to demonstrate respect and tolerance in all interactions with other

users—both online and off-line—and we reserve the right to remove anyone from our marketplace who fails to abide by these principles.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO MEMBERS

In addition to being bound by the terms set forth above, members who advertise on the Site are also bound by the following terms, which are in addition to any other terms agreed to in connection with purchasing or renewing a listing.

20. Member Eligibility; Accuracy of Information; Listing Practice Requirements.

Our services may only be used by members who can form legally binding contracts under applicable law. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms. In order to list a property on a Site, members must comply with conditions. These conditions outline certain requirements including but not limited to:

- Members must maintain an accurate reservation calendar on their listing(s);
- Members must use commercially reasonable efforts to respond to all booking requests from travelers within 24 hours of receipt of a request for booking;
- Members must respond to inquiries and booking requests received in the interest of the traveler experience.

21. Additional Member Representations.

Each member represents and covenants that: (i) it owns and/or has all necessary rights and authority to offer for rent and to rent the property listed by such member; (ii) it will not wrongfully withhold a rental deposit in breach of the underlying rental agreement; (iii) it will accurately describe the subject rental property, will not fail to disclose a material defect in, or material information about, a rental property and will upon request, or otherwise from time to time, review the property listing content and location or geographic description to ensure it is accurate and

not misleading ; (iv) it will not wrongfully deny access to the listed property; and (v) it will not fail to provide a refund when due in accordance with the applicable cancellation policy or underlying rental agreement. In addition, if VacayHub, through its sole discretion, compensates a traveler for a loss caused by acts or omissions attributable to a member, VacayHub reserves the right to pursue the member for the amount paid or contributed towards the loss.

If you are a tenant who is listing a home, condominium, or apartment, please refer to your rental contract or lease, or contact your landlord, prior to listing the property to determine whether your lease or contract contains restrictions that would limit your ability to list your room, home, condominium or apartment. Listing your home may be a violation of your lease or contract and could result in legal action against you by your landlord, including possible eviction.

22. Appearance in Search Results.

We cannot guarantee that your listing will appear in any specific order in search results on the Site. Search order will fluctuate based on a variety of factors such as search parameters, subscription level purchased, listing quality, traveler preferences, member response time, reservation history, online booking capability, and other factors that we may deem important to the user experience from time to time. Listing appearance or order in any particular search result may also vary depending on the search criteria used by the particular traveler. We reserve the right to apply various search algorithms or to use methods to optimize Best Match results for particular travelers' experiences and the overall marketplace.

23. Content, Layout and Copy.

All content and copy edits submitted by members are subject to review and approval by us in our sole discretion. We reserve the right to refuse to publish any content that we determine in our sole discretion does not meet these Terms or is otherwise

unacceptable to us. However, we assume no duty to review content and we shall not have any liability for any loss or damage resulting from the design or positioning of the copy, properties, content and/or photographs or any change made to any content, photograph or copy submitted by any member.

24. Photographs.

Photographs should depict the actual vacation rental as the main subject of the photograph. Accurate photographs are imperative to the rental process and establishing trust between the users and owners/managers. Please respect and honor the intellectual property rights (including but not limited to copyright rights) or any other rights of a third party. We reserve the right to not display or to remove any photographs that we determine, in our sole discretion, do not meet these Terms or are otherwise unacceptable to us.

By submitting a photograph to us, the member represents and warrants that (a) it holds all intellectual property rights (including but not limited to all copyright rights), (b) that any people in the photograph have given permission for their likeness to be displayed in an online advertisement on the Site, (c) that the photograph accurately and fairly represents the subject of the photograph and has not been altered in any manner that would mislead a viewer of that photograph and (d) that it will indemnify and hold harmless the Site and any member VacayHub from any cause of action arising from any misrepresentation with respect to any and all photographs so submitted.

It is the member's responsibility to obtain any and all permissions required to use, post and grant the foregoing rights in all photographic and other material used in its listings. The member warrants that it is the owner of the copyright in such material or is authorized by the owner thereof to grant to us the rights therein contained and agrees to provide any proof of such rights to us that we may request. Each member further agrees that we may reproduce in whole or in part any photographic material supplied

by such member in the promotion of either such member's property or the Site.

25. Uses of Our Trademarks or Logos.

There are limited ways in which a member may use our trademarks or logos in connection with a listing without specific prior written authorization. The following are general guidelines. It is usually permissible for you to refer to VacayHub on which you list your property. For example, you might say "Check out my vacation rental on VacayHub. However, you may not refer to VacayHub in any way that might lead someone to believe that your company, property, listing or site is sponsored by, affiliated with, or endorsed by VacayHub. The VacayHub name and logo are trademarks or registered trademarks in the United States and other jurisdictions around the world. If you would like to use our name and/or logo in relation to any promotional material for your listing please contact us through the "ContactUs" link.

- The listing cannot be a mere example of properties in a given area. Only one property can appear on each listing, unless it is a property with multiple rental units and additional listings are purchased. We reserve the right to amend the copy or remove any listing when more than one property is described in such listing, and may choose, in our sole discretion to retain any fees associated such non-conforming listing as compensation for the violation of this condition.

26. Payment Method Requirements; Bank and Credit Card Fees.

No member may request any traveler to mail cash, or utilize any instant-cash wire transfer service such as Western Union or MoneyGram in payment for all or part of a property rental transaction. Any violation of this term or any other unacceptable payment methods that may be posted on the Site may result in the immediate removal of the non-conforming listing from the Site without notice to the member and without refund. Users' bank or credit card companies may impose certain fees or charges,

including, but not limited to, foreign transaction fees, related to any rental of a property. It is the user's obligation to review any agreement with its bank or credit card company concerning any such fees.

27. Subscription Payments; Automatic Renewal of Subscription Payments.

Payment for subscription listings must be made to us in U.S. Dollars paid either by major credit or debit card or company check. For any subscription paid for by credit card, such subscription shall automatically renew at the expiration of the then-current term for an additional term of the same duration (as the previous term) and at the then-current non-promotional subscription rate. If such subscription was purchased by check such subscription shall not be automatically renewed. The automatic renewal feature allows your service to remain uninterrupted at the expiration of your then-current term. If you wish to turn off auto-renewal, you must log on to your account and manually turn off auto-renewal in your owner dashboard at least five (5) days prior to expiration of the then-current term. Upon any such turning off of auto-renewal, your subscription will remain active through the expiration of your then-current subscription term; however your subscription will not be automatically renewed upon the expiration of your then-current term. If your subscription does not auto-renew or expires at the end of your then-current subscription term and you desire to renew your subscription, you will be required to pay the then-current non-promotional subscription rate to renew your subscription or to activate a new subscription.

If you do not turn off auto-renewal and you continue to use our subscription service, you re-affirm and authorize us to charge your form of payment at the end of each subscription term for an additional term of the same duration as the initial term and at the then-current, non-promotional subscription rate for the same product or service.

If the product or service that you last purchased has changed in any way or is no longer offered, you agree and authorize us to charge your form of payment at the renewal of your subscription term for a product or service that is the most similar, as determined by us, to the product or service that you previously purchased, even if the price of such product or service is not the same as the prior product or service that you purchased. If the Site enables you to list your property on a basis of commission based subscription, you agree to pay us compensation as described to you in the registration process, which compensation may be changed by us from time to time without notice by us displaying the compensation on the Site on which you registered for the listing. The registration process and additional notices you may receive from us may also provide additional terms and conditions for such listings.

28. Subscription Term and Refund Requests.

All subscription listings are sold to run the full term that is chosen by the member. The term starts on the date that the member submits the full or initial (as applicable) payment and expires one year thereafter. For example, for an annual subscription term, if the member submits payment for the subscription on July 1st, the subscription would expire on June 30 of the following year. If you renew your subscription listing, or if your subscription listing automatically renews, your listing will remain online for the new subscription period without refund.

Generally, no refunds are available unless a member qualifies for a refund under any special program we may have in effect. If you sell your property and no longer wish for the listing to remain online, please contact us and we can remove the listing; however, no refund will be owed.

29. Distribution of Listings to Third Party Websites.

To enable members to obtain broader distribution of their properties, we may provide your listing information and content, or otherwise provide for the distribution of your listing on a third party

website. Additional terms and conditions may apply to such distributions, as we may notify you of via your owner dashboard or email.

30. Termination of Listings; Other Remedies.

If, in our sole discretion, any member submits unsuitable material to our Site or into our database, is not abiding by local rental regulations and is creating a nuisance in its community, misuses the Site or our online system or is in material breach of these Terms, we reserve the right to limit the member's use of the Site, impact the member's listing(s) search position, and/or terminate such member's listing immediately without refund. In addition, if we become aware of or receive a complaint or a series of complaints from any user or other third party regarding a member's listing or rental practices that, in our sole discretion, warrants the immediate removal of such member's listing from the Site (for example, and without limitation, if a member double-books a property for multiple travelers on the same date, or engages in any practice that, in our sole discretion, would be considered deceptive, unfair or improper.

Additionally, you agree to defend and indemnify VacayHub, its affiliated companies, and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- your breach of these Terms or the documents referenced herein;

- your violation of any law or the rights of a third party; or

- your use of this Site.

31. Right of Off-set. For any amounts owed by You to us, or to our affiliates, or to Guests, You authorize us to deduct (off-set) such amounts from Accommodation Fee payments. Similarly, we may offset any payment obligation that we may have to You under this Agreement against (1) Fees owed by You, (2) amounts overpaid to You, and (3) any other amounts owed by You to us or our affiliates under this Agreement or any other agreement.

You acknowledge and agree that You are responsible for any Chargeback or Reversal of a Payment, plus the applicable Chargeback and Reversal fees, regardless of the reason for the Chargeback or Reversal and that we will not have any obligation to pursue any collection action against any

Guest. In the event of a chargeback or reversal of any Payment by a Guest, we will have the right to automatically exercise our setoff rights. Thereafter, contingent on receiving all requested information from You, we will use commercially reasonable efforts to investigate the validity of the chargeback or reversal. You agree to cooperate with us and to provide any information that may be reasonably requested by us in our investigation. You acknowledge that chargeback and reversal decisions are made by the applicable bank or credit card issuer and all judgments as to the validity of the chargeback or reversal is made at the sole discretion of the applicable bank or credit card issuer.

You hereby authorize us to automatically deduct all Fees due from the Payments collected by us, as well as Fees related to Chargebacks and Non-Sufficient Funds (“**NSF**”) prior to settlement to Your bank account. In the event we are unable to recover Fees for any reason, You agree to pay all reasonable costs of collection, including reasonable attorneys' fees, incurred

by us. In addition, You are solely responsible for monitoring Your account and ensuring timely payment of all amounts.

32. Taxes. You are responsible for any and all applicable taxes, including sales, use, personal property, value-added, excise, customs fees, tourist, hotel occupancy, import duties or stamp duties or other taxes and duties imposed by governmental entities of whatever kind and imposed with respect to the transactions under this Agreement, including penalties and interest. We may be required to report any Payments to national, state, and/or local tax authorities, including the US Internal Revenue Service and other tax authorities. We are not responsible for, and are not the entity collecting sales or income or other taxes with respect to the Payments. You are responsible for determining any and all taxes and duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with the sale or purchase of any products or services for a transaction, or otherwise in connection with any action, inaction, or omission by You or any affiliate of Yours, or any of Your or their respective employees, agents, contractors, or representatives (“**Taxes**”). You also are responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate authority. The amount of Taxes, if any, collected and remitted will be visible and separately stated to both You and Guests on respective transaction documents.

33. Termination. Either party may terminate this Agreement at any time for convenience immediately upon written notice, which may be via mail to the address set forth below. For the avoidance of doubt, no such termination of this Agreement by itself will terminate any other agreements between You and us or any of our affiliates.

34. Effect of Termination. Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts, fees or other compensation due and owing to the other party under this Agreement prior to such termination. Any Payments still in process at the time of termination will be

completed by us as if the Agreement were still in effect, including following relevant settlement timelines and deduction of any fees. However, You will remain liable for Chargebacks, Reversals, charges and any other obligations incurred by You and managed by us after the termination of this Agreement and You authorize us to automatically, without prior notice to You, deduct such amounts from Your bank account. Upon termination, we will disable Your access to the Services (other than such access required to complete any Payments still in process).

35. Binding Upon Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by You without our prior written consent and any attempted assignment or transfer without such consent is void. We may assign this Agreement at any time but will not do so in such a way as to reduce any guarantees given to You under this Agreement.

36. Force Majeure. We will not be responsible for any delays, errors, failures to perform, interruptions or disruptions in the Services or our websites caused by or resulting from any act, omission or condition beyond our reasonable control, whether or not foreseeable or identified, including without limitation acts of God, strikes, lockouts, riots, acts of war, terrorist conflict or terrorist attack, governmental regulations, fire, explosion, power failure, earthquakes, severe weather, floods, drought, epidemics, pandemics, or other natural disasters or the failure of Your, Guest's or any third party's hardware, software or communications equipment or facilities.

37. Third Party Service Providers. In connection with our provision of Services, we will utilize third party service providers to facilitate and process Payments. You hereby extend any rights extended to us under this Agreement to any such third party

service providers authorized by us to assist in the provision of our Services hereunder.