

TripAdvisor Rentals – Owner Terms of Use

These are the TripAdvisor Rentals Owner Terms of Use. TripAdvisor Rentals has included short summaries at the start of each Section. These are no substitute for reading the Agreement in its entirety. The summaries are there for convenience only, and have no legal or contractual effect.

1. Introduction

This Section 1 is an introduction to ‘TripAdvisor Rentals’, and explains a little about our corporate structure. We also explain about how we’ll make changes to this Agreement in the future.

- 1.1. “TripAdvisor Rentals” is the umbrella term We use to refer to any one of the three companies within the TripAdvisor group that provides an online platform and various tools and services that enable property owners or managers to list rental properties, and travellers to book such properties, and both parties to communicate with each other (the “Services”). The details of those three companies (each, a “TAVR Company”, “We”, “Our”, “Us”) are set out in Section 1.4 below.
- 1.2. The Services are offered on various websites, mobile sites and applications, including but not limited to www.flipkey.com, www.holidaylettings.co.uk, www.housetrip.com, www.niumba.com, www.tripadvisor.com, and www.vacationhomerentals.com, and all applicable related domains (collectively, the “Site”).
- 1.3. These Owner Terms of Use (also referred to as this “Agreement”), together with the [Privacy Policy](#), govern the relationship between the applicable TAVR Company and any party using the Site to offer or list a property for rent, including property owners and managers (“Owner”, “You”, “Your”).
- 1.4. The three TAVR Companies are: (i) FlipKey, LLC, a Delaware corporation located at 400 1st Avenue, Needham, MA 02494, USA (“FlipKey”); (ii) Holiday Lettings Limited, registered in England and Wales under company number 5282912 with its registered office at 7 Soho Square, London W1D 3QB, UK (“Holiday Lettings”); and (iii) Guía de apartamentos Niumba S. L. U., a company registered in Spain with its registered office at Calle de Ausiàs March, 148-150. Planta 4-7, 08013 Barcelona, Spain (“Niumba”).
- 1.5. If You are not clear about which TAVR Company You have contracted with, please read this carefully, or contact Us to check if You are still unsure. If You are registering as a property manager, the guidelines in Section 1.5 a – c

below may not apply, and You should be informed of whether FlipKey or Holiday Lettings is the applicable TAVR Company contracting with You when You first register with the Site. If You are not sure, You must contact Us to check.

1.5.1. FlipKey will be the TAVR Company with which You are contracting if You registered as an Owner on:

- 1.5.1.1. the FlipKey website
- 1.5.1.2. Vacationhomerentals.com
- 1.5.1.3. tripadvisor.com, where We have determined during the registration process that Your device does not have a UK IP address; or
- 1.5.1.4. one of the following TripAdvisor domains where We have determined during the registration process that Your device has a US IP address: tripadvisor.ca, tripadvisor.com.au, tripadvisor.in, tripadvisor.com.my, tripadvisor.com.sg, tripadvisor.co.nz, or tripadvisor.co.za.

1.5.2. Holiday Lettings will be the TAVR Company with which You are contracting if You registered as an Owner on:

- 1.5.2.1. a Holiday Lettings website;
- 1.5.2.2. a HouseTrip website;
- 1.5.2.3. one of the following TripAdvisor domains: tripadvisor.co.uk, tripadvisor.ie, tripadvisor.com.tr, tripadvisor.com.gr, tripadvisor.se, tripadvisor.com.br, fr.tripadvisor.ca, tripadvisor.fr, tripadvisor.it, tripadvisor.de, or tripadvisor.nl;
- 1.5.2.4. one of the following TripAdvisor domains where We have determined during the registration process that Your device does not have a US IP address: tripadvisor.ca, tripadvisor.in, tripadvisor.com.my, tripadvisor.com.sg, tripadvisor.co.nz, or tripadvisor.co.za; or
- 1.5.2.5. tripadvisor.com, provided that during the registration process, We have determined that Your device has a UK IP address.

1.5.3. Niumba will be the TAVR Company with which You are contracting if You registered as an Owner on:

- 1.5.3.1. the Niumba website; or
- 1.5.3.2. one of the following TripAdvisor domains: tripadvisor.es, tripadvisor.com.mx, tripadvisor.com.ar, tripadvisor.cl, tripadvisor.com.ve, tripadvisor.co, or tripadvisor.com.pe.

- 1.6. You may from time to time be contacted by an employee, agent or contractor (an “**Agent**”) of a TAVR Company that is not the TAVR Company with which You are contracting (“**Other TAVR Company**”). You acknowledge and agree that, in such circumstances, the Agent is acting solely as an agent for the TAVR Company with which You are contracting, and that any instruction, contact or communication to You from such Agent does not in any way create any legal relations between You and the Other TAVR Company. For example, if You are contracted with FlipKey, You may from time to time hear from employees of Holiday Lettings in the course of Your use of the Services. This would not create any legal relationship between You and the Holiday Lettings employee, who in this case would solely be acting as an agent of FlipKey.
- 1.7. These Owner Terms of Use constitute a legally binding agreement between You and the TAVR Company. By using or accessing the Site or the Services in the capacity of an Owner, You acknowledge that You agree to and are subject to the Owner Terms of Use and the [Privacy Policy](#). If You do not fully agree to the Owner Terms of Use, You are not authorised to access or otherwise use the Site.
- 1.8. We do not authorise anyone to register with the Site unless they are at least 18 years of age with the capacity to enter into legally binding contracts. If You are registering on behalf of a business entity or another person, You represent that You have the authority to bind the entity or other person to these Owner Terms of Use.
- 1.9. You represent and covenant that all information submitted to Us and to the Site during Your registration with the Site and at all other times shall be true and correct. You further agree to promptly provide notice to Us regarding any updates to any such information that You previously submitted.
- 1.10. If We make changes to this Agreement, We will post the revised Agreement on the Site and update the “Last Updated” date at the bottom of the page. We may also provide You with prior notice of the changes by e-mail, specifying the date they become effective. If You disagree with the revised Owner Terms of Use, You may terminate this Agreement with immediate effect by e-mailing us. If You do not terminate this Agreement before the date the revised Owner Terms of Use take effect, Your continued access to or use of the Site and/or Services will constitute Your acceptance of the revised Owner Terms of Use.
- 1.11. If You breach any of the Owner Terms of Use, We may suspend Your access to and use of the Site, remove Your Property Listings from the Site, cancel Your bookings, in addition to any other legal rights and remedies available to Us under these Owner Terms of Use or otherwise available to Us. We shall not have any liability for any direct, indirect or consequential loss or damage that You incur relating to any such removal of Your Property Listings and/or

cancellation of Your bookings. For the avoidance of doubt, in the event that Your booking is cancelled pursuant to this Section 1.11, You will not receive any payment for such booking.

2. Use of the site

Section 2 explains how you are entitled to use our site and other services, and sets out your responsibilities in terms of the operation of your rental business and your use of our services.

- 2.1. The Site is a venue that allows Owners to list one or more properties available for rent (each, a “Property”, and “Property Listing”) to potential travellers (each, a “Traveller”). We may also facilitate online bookings and/or other tools or services to allow Owners and Travellers to communicate directly with each other and to enter into rental agreements (“Rental Agreements”) directly with each other.
- 2.2. The Site is a venue only for the purposes of facilitating interactions and rental transactions (“Bookings”) between Owners and Travellers. No TAVR Company nor any subsidiary or affiliate thereof (each, a “TAVR Affiliate”) shall be or shall become a party to any contractual relationship between the Traveller and the Owner.
- 2.3. You may send messages through the Site only if they relate to genuine enquiries or requests relating to a Booking or prospective Booking. Sending spam or unsolicited electronic communications of any kind is strictly prohibited.
- 2.4. You are responsible for, and agree to abide by, all laws, rules and regulations applicable to Your use of the Site, Your use of any tool, service or product offered on the Site and any transaction You enter into either on the Site or in connection with Your use of the Site. You further agree that You are responsible for and shall abide by all laws, rules and regulations applicable to the advertisement of Your Property and the conduct of Your rental business, including but not limited to any and all laws, rules, regulations or other requirements relating to permits, planning, licences, zoning regulations, occupancy and other taxes, zoning ordinances, lease and other housing restrictions, payment card handling, data security and privacy, local authority requirements, health and safety and anti-discrimination. You will process all Traveller personal data made available to you through your participation in the Services only in accordance with Our instructions and otherwise in accordance with these Owner Terms of Use. You will not share or disclose any Traveller’s personal data to any

other person, and will put in place adequate technical and physical measures to protect the security, integrity and confidentiality of Travellers' personal data. You will immediately inform Us if there is, or You reasonably believe there to be, any loss or unauthorised or unlawful access to any Travellers' personal data. In addition, You shall not decline a Booking or impose different terms on a Traveller due to the Traveller's race, color, ethnicity, national origin, gender, religion, sexual orientation, gender identity, or marital status (unless Your Property is outside the U.S. or EU and local law requires accommodation distinctions to be made on certain of these bases).

- 2.5. During the term of this Agreement, You may have access (through Your account) to data provided by You to Us, and data otherwise generated through Your use of the Services ("**Data**"). Data may include: (a) data required by Us to create and maintain Your account, and facilitate Your use of the Services (e.g. legal, financial and tax information); (b) data (including information about Travellers) provided by Travellers who make bookings of or inquiries about Your Property; (c) reviews, ratings and/or other content submitted by Travellers or other end users in connection with You for the duration of its publication on the Site; and (d) data in the form of information, analytics, statistics and/or intelligence, including aggregated and anonymized data that relates to other advertisers of Properties and the Travellers who book such Properties through the Site. Supplier may use any such Data solely for internal business purposes during the term of this Agreement.

We may use and retain any and all Data both during and after the term of this Agreement. We may share Data as described in Section 2.5 (a) – (c) with third parties: (x) as necessary for Us to perform this Agreement; (y) in order to improve the services We are able to offer; and (z) as necessary to comply with Our legal and regulatory obligations. You may opt out of third party data-sharing in accordance with Your rights under data protection laws.

All of the foregoing provisions of Section 2.5 are subject to: (a) the terms of Our Privacy Policy; (b) the data protection rights of You and Travellers (as applicable); and (c) each party's obligations pursuant to applicable laws.

3. Property Listings

Section 3 explains our different business models and how they work. We cover a range of important topics, including the terms that apply to use of our payment platform, plus cancellation policies and chargebacks.

3.1. *General*

- 3.1.1. You may agree with the TAVR Company either to place a Property Listing on the Site on a 'free-to-list' basis or a 'Subscription' basis. The terms set out in this Section 3.1 apply to Owners contracting with the TAVR Company on either basis. We are not obliged to offer a choice of both advertising models to Owners.
- 3.1.2. You shall ensure that each Property Listing pertains to one single and specific Property available for short-term rent; not multiple properties, nor an example of properties, unless We have given You prior written permission. We reserve the right to amend or remove any Property Listings not adhering to this policy. You shall not substitute or attempt to substitute the Property for a different property that was not the one described in the corresponding Property Listing.
- 3.1.3. You shall provide only accurate and up-to-date information in each Property Listing, and shall not impose different conditions or additional fees on the Traveller to those set out in the Property Listing.
- 3.1.4. You warrant and represent on an ongoing basis for so long as any Property is listed on the Site that: (i) You own and/or have all necessary rights and authority to offer for rent and to take Bookings for the Property You listed; (ii) You will not wrongfully retain or claim a security/damage deposit; (iii) all of the information provided to Us is accurate and up-to-date, including, but not limited to any and all representations about Your identity, payment information You provide, any Property, its amenities, location, price, and its availability for a specific date or range of dates; (iv) each Property Listing must relate to an individual and uniquely identified Property; (v) You will not wrongfully deny any Traveller access to any Property; (vi) You will provide refunds when due in accordance with the applicable cancellation policy or underlying Rental Agreement with the Traveller.

- 3.1.5. You may not transfer or assign pending Bookings, a Property Listing or these Owner Terms of Use to another party. In the event of a Property sale or change in management of a Property, We can advise You or the new owner/manager as to how to create a new Property Listing.
- 3.1.6. Except where stated otherwise, these Owner Terms of Use bind every Owner, regardless of the basis on which such Owner advertises on the Site.

3.2. ***Online Bookable Property Listings***

The following terms in this Section 3.2 shall apply to

- i. Owners who advertise on the Site on a free-to-list basis, and to
- ii. Owners who advertise on the Site on a subscription basis who have enabled online booking in respect of a Property Listing.

3.2.1. ***Provision of a Payment Platform***

- 3.2.1.1. We will provide Owners with an online payment platform ("Payment Platform"), giving them the ability to accept online payments from Travellers. You hereby appoint Us as your limited payment collection agent solely for the purpose of accepting funds from Travellers on Your behalf.
- 3.2.1.2. You agree that payment made by a Traveller which we receive on Your behalf via the Payment Platform shall be considered the same as a payment made directly to You and You will provide the Booking to Travellers in the agreed-upon manner as if You had received the Traveller's funds directly. The Traveller's obligation to pay You is extinguished upon Our receipt of the Traveller's funds on Your behalf, and We are responsible for arranging remittance of Your payment in the manner described in these Owner Terms of Use. In accepting appointment as Your limited payment collection agent, We assume no liability for any of Your acts or omissions.
- 3.2.1.3. Generally, We will hold the money paid by Travellers until 24 hours after the Booking has commenced, whereupon We will, on Your behalf, instruct a payment service provider to initiate the transfer of payment to the Owner for the Booking (less any applicable fees or taxes) with the Traveller on the next business day (excluding public holidays). The time it takes for the Owner to receive payment once We give such instruction

may depend upon the payout method chosen by the Owner. If We are notified of a problem with the Booking, the transfer of payment may be suspended. We shall not be liable for any failure or delay in relation to any payments.

3.2.1.4. The Owner acknowledges that We, as the Owner's limited payment collection agent, shall hold or charge the security/damage deposit and with the Owner's reasonable instruction, arrange disbursement of or charge the security/damage deposit to the Traveller in accordance with the terms of the Booking, including any Rental Agreement, if applicable. We will use reasonable efforts to address Your requests and claims related to security/damage deposits, but We are not responsible for administering or accepting any of Your damage claims related to security/damage deposits, and We disclaim any and all liability in this regard. You agree to cooperate with and assist Us in good faith, and to provide Us with such information and take such actions as We may reasonably request in connection with security/damage deposit claims.

3.2.1.5. We make the Payment Platform available through arrangements with PayPal and/or other providers of online payment solutions. Some third party online payment providers (such as PayPal) may impose their own additional charges for the use of their services, including by deducting their charges from the Owner's payment. We are not responsible or liable for these charges, nor are we responsible or liable for any third party's (including PayPal's) provision of payment services or their failure. In particular, We are not responsible for any decision taken by PayPal or another provider to decline a Traveller's payment, based on its risk assessment of that Traveller. You shall not hold Us liable for any losses You suffer as a result of using such services. If You need customer support in relation to an online payment service, You should contact the relevant provider for assistance.

3.2.1.6. We may change or withdraw the Payment Platform at any time without notice and in Our sole discretion.

3.2.1.7. Your use of the Payment Platform may necessitate changes to Your Property Listing (for example the addition of the PayPal logo and a 'Book now' or similar button) and You authorise Us to make all such changes. Once a Traveller has made full payment in respect of a Booking, You agree that (i)

one or more of the telephone numbers You have provided and (ii) the address of Your Property may both be made available to such Traveller.

3.2.1.8. You shall not send any contact details within the content of any messages until both (a) a confirmed Booking is made and (b) We have released those details to both the Owner and Traveller.

3.2.1.9. We will act as Your limited payment collection agent in receiving the Traveller's payment, however, We are not a party to Your transactions with Travellers and are not responsible for ensuring that Travellers make payments to You via the Payment Platform. As your limited payment collection agent, You understand that Our obligation to arrange payment to You is subject to and conditional upon successful receipt of the associated payments from Travellers. We do not guarantee payments to You for amounts that have not been successfully received by Us on Your behalf from Travellers. Further, We will not be liable or responsible for any refunds or any disputes between You and any Traveller.

3.2.1.10. We shall retain Your payment details in accordance with applicable laws and regulations. Other than as required by any applicable laws and regulations, We do not accept any liability or responsibility in relation to storing and/or using Your payment details. If You have provided Us with incorrect payment details (including, without limitation, bank account information) then We shall not be responsible for any failure or delay in processing payments made via the Payment Platform and You shall be liable for all costs We expend in relation to any payments.

3.2.2. *No Offline Payments*

3.2.2.1. You may not request payment from a Traveller via any means other than via the Payment Platform (e.g., by asking that a Traveller pays by cheque, by bank or wire transfer, or on a third party website). Such actions may result in immediate removal of Your Property Listing and/or cancellation of pending Bookings, and we may also terminate this Agreement. For the avoidance of doubt, if We have grounds to believe You have accepted Rental Fees by means other than the Payment Platform, We reserve the right to

charge You the commission We would have earned if such Rental Fees had been paid on the Payment Platform.

3.2.3. *Cancellation Policy*

3.2.3.1. You shall choose the type of cancellation policy that will apply to Travellers who make a Booking, and this cancellation policy will be published to Travellers. You may vary the cancellation policy by Booking. You shall comply with the cancellation policy that is advertised in respect of each Booking.

3.2.3.2. We may decide, in Our sole discretion, that it is necessary or desirable for the protection of Our interests and/or a Traveller's interests and/or Your interests, to withdraw Our booking facilitation services resulting in an override of Your cancellation policy and the effective cancellation of a Booking. We may also determine, in Our sole discretion, to arrange refund to the Traveller part or all of the amounts charged to the Traveller. Furthermore, if We terminate this Agreement with You, We may cancel some or all of Your pending Bookings and arrange refund of some or all of the corresponding payments for such Bookings. You agree that the TAVR Companies and the relevant Traveller will not have any liability for such cancellations or refunds. We may also communicate with Travellers to alert them to such cancellations. You agree that the TAVR Companies will have no liability in respect of such communications.

3.2.3.3. Notwithstanding the terms of any cancellation policy, in the event that a Traveller cancels a Booking within 24 hours of either (a) Your acceptance of the Booking (in the case of a Booking request, which may be immediate acceptance in the case of an Instant Book Property) or (b) the Traveller's first payment (in the case of a quote), and the stay is scheduled to commence at least 60 days after the date of acceptance or payment, as applicable, the Traveller shall receive a 100% refund for the cancelled Booking.

3.2.4. *Contacting the Traveller*

3.2.4.1. You agree that We may, in Our sole discretion, contact the Traveller after a Booking (or Booking request) has been

made to request further information about the Traveller and/or the Booking, including but not limited to copies of the Traveller's personal identification documentation and/or any other information We deem appropriate for the protection of Our interests, a Traveller's interests and/or Your interests. In cases where We suspect that there is fraudulent, improper, illegal and/or suspicious activity and/or the otherwise Booking prejudices Our interests, Your interests and/or a Traveller's interests, We reserve the right to cancel the Booking (or Booking request) as per Section 3.2.3.2 above.

3.2.5. *Chargebacks*

- 3.2.5.1. As We may become liable for chargebacks from payment services used by Travellers, We will retain the right to make a deduction from any future monies payable to You in relation to such chargebacks. You shall provide Us with all reasonable cooperation in relation to chargebacks. If You incur an excessive number of chargebacks, in Our sole opinion, then We may remove Your Property Listings from the Site. We may also terminate this Agreement.
- 3.2.5.2. In certain situations whereby We (a) receive notice of a chargeback filed without merit (as determined in Our sole discretion) against Us in respect of a legitimate charge for a Booking, and (b) subsequently lose the legitimate charge as a chargeback. You shall assign to the TAVR Company the right to pursue the loss directly against the Traveller, which right We may exercise in Our sole discretion.

3.2.6. *Deductions for Monies Owed*

If You owe or agree to pay any amount to Us (whether as a result of Bookings or otherwise), then We may make a deduction from any future monies payable to You of the amount owed by You to Us. If We do so, then your obligation to pay Us will be extinguished to the extent of the amount withheld by Us.

- 3.2.7. *Indemnity* You agree to indemnify and keep Us indemnified from and against any and all claims, actions, proceedings, damages, losses,

liabilities and expenses (including legal fees) that We suffer or incur arising out of or in connection with Your use of PayPal or other payment solutions to receive online payments, in particular any claims from PayPal, other payment solution providers or Travellers, and for any liabilities arising for any incorrect tax calculations or submissions.

3.3. Subscription model

The following terms apply only to Owners who advertise on the Site by paying a subscription to the TAVR Company.

- 3.3.1. No Property Listings will be activated until We receive full payment for the subscription. Payment for subscriptions for Property Listings must be paid either by a credit card or debit card that We accept.
- 3.3.2. We offer a 'cooling off period' of seven business days wherein You may cancel the requested subscription by notifying Us. The 'cooling off period' applies to the first subscription period only; it cannot be applied beyond the first year of advertising.
- 3.3.3. **Subscriptions shall automatically renew at the expiration of the then-current term for an additional term of the same duration as the initial term. This automatic renewal allows Your service to remain uninterrupted. If You do not wish for Your subscription to be automatically renewed, You must manually cancel Your subscription by accessing Your account and cancelling prior to the expiration of the then-current term.**
- 3.3.4. Upon any cancellation, Your Property Listing subscription will remain active through Your then-current term; however Your subscription will not be automatically renewed upon the expiration of this term. If Your subscription is cancelled at the end of Your then-current subscription term for any reason and You thereafter wish to renew Your subscription, You will be required to pay the then-current subscription rate to activate a new subscription. **If You do not cancel Your subscription, You re-affirm and authorize Us to charge Your payment card at the end of each subscription term for an additional term of the same duration as the initial term and at the then-current subscription rate. You agree to be responsible for any such charges, and We reserve the right to obtain payment directly from You if necessary.**

- 3.3.5. You may disable a Property Listing prior to the end of the term and thus remove the Property Listing from the Site, however, disabling a Property Listing will not cancel Your subscription. No refunds or extensions of time are available for disabled or cancelled subscriptions.
- 3.3.6. Once You have paid for a subscription, it is Your responsibility to ensure that the Property Listing meets all of the requirements of these Owner Terms of Use, in order to enable Us to activate the Property Listing. Unless We expressly agree otherwise, if the Property Listing has not been activated within 12 months after the payment date due to Your failure to meet such requirements or because You decide that You do not wish the Property Listing to be activated, Your subscription shall automatically expire. We shall no longer be under any obligation to display the Property Listing on the Site and You shall not be entitled to any refund.
- 3.3.7. We reserve the right to change the subscription rates and conditions without notice. Any new rates will be applicable immediately for all new advertisements and renewals for both new and existing Owners.
- 3.3.8. You shall not request payment from a Traveller by wire transfer or cash. You may accept payment only by payment card, cheque or PayPal.
- 3.3.9. You agree to properly handle and safeguard all payment card and/or banking information You receive from Travellers in accordance with applicable legal and regulatory requirements, applicable card association or network operating rules and/or policies and best practices, and You further agree to only collect and use such payment information in connection with Bookings and for no other purpose.

4. Fees and Charges

This Section 4 sets out the commission we charge you for bookings made through our online payment platform, plus the booking fee we charge to travellers. We also describe the cancellation fee we'll charge to you if you cancel a booking.

- 4.1. This Section 4 applies to
 - i. all Owners advertising with Us on the 'free-to-list' model, and

ii. any Owners on the subscription model who have enabled online booking of their Property on the Site.

- 4.2. Subject to the provisions of Section 4.3, We will charge You 3% commission on the value of all accommodation rental fees, including mandatory and optional fees relating to a Booking, (collectively, the “Rental Fees”) made by an Owner using the Site. Such commission shall be taken from the Rental Fees that You have requested. We will deduct this commission from the amounts paid to You in relation to a Booking. We retain the right to change the commission rate at any time for any new Bookings.
- 4.3. If You advertise on a subscription basis but choose to allow a Traveller to pay You using the Payment Platform, We will charge You a commission as described in Section 4.2 if You enabled online booking in respect of Your Property Listing on or after 21st October 2014 (the “Key Date”) or if otherwise there is a change to Your account on or after the Key Date. For the avoidance of doubt, a “change to Your account” in this context means any editing that You do within Your account payout settings, even if the data that You save is no different to the previous set of data (e.g. You overwrite existing information with the same information, or You add data and delete it before saving).
- 4.4. We may charge Travellers a Booking fee (“Booking Fee”), which will be a percentage of the value of the Rental Fees agreed to with an Owner using the Site. We retain the right to change the amount of the Booking Fee at any time for any new Bookings. You agree not to encourage or advise a Traveller to avoid or circumvent the Booking Fee.
- 4.5. In the event that You cancel a Booking for any reason, We may impose a fee (the “Cancellation Fee”), which We will either charge to You directly or withhold from Your future disbursements, in Our sole discretion. This is because cancellations can have serious implications on a Traveller’s trip, and cause Us to incur costs. You will be notified of the situations in which a Cancellation Fee applies before You decide to cancel. You accept that the Cancellation Fee represents a genuine pre-estimate of Our loss that is necessarily incurred in dealing with Travellers’ complaints resulting from Your cancellation, and the sourcing and securing of appropriate alternative accommodation on their behalf. For the avoidance of doubt, once You accept a Booking, You are under an obligation to fulfil it. If You breach this obligation and cancel a Booking, then We may impose the Cancellation Fee.
- 4.6. The Cancellation Fee will generally be charged in the currency affiliated with the TAVR Company with which You have contracted: Holiday Lettings – GBP; FlipKey – USD; Niumba - Euro. The maximum Cancellation Fee applied to Bookings confirmed on or after 19 October 2015 is \$200 USD or the equivalent converted using data from one or more third parties, such as [OANDA](#).

- 4.7. Travellers will be able to see the number of cancellations You have initiated, as this figure may be displayed next to Your Property Listing. In addition, we may publish an automatic notification on Your Property Listing each time You cancel, which will let users of the Site know that You initiated a cancellation. A higher than average rate of cancellation is likely to reduce the number of Bookings You receive, and if We conclude, in Our sole discretion, that Your cancellation rate is excessive, then We may remove Your Property Listing from the Site and/or terminate this Agreement.

5. Rules of Listing

This Section 5 explains the rules of listing your property through our sites. You are fully responsible for ensuring that you have all necessary rights to all of the content you provide to us, and that the content complies with our standards. You must keep your property's availability and prices up-to-date at all times, and you must be responsive to enquiries.

5.1. Advertising Content

- 5.1.1. We reserve the right to review content (including photo and video content) You supply to Us and/or the Site ("Owner Content"). You are solely responsible for all Owner Content. We will not be responsible or liable to any third party for any Owner Content or the accuracy of any Owner Content, or for any information You provide to Us or to any Traveller. We reserve the right to edit, amend, and/or improve any Property Listing and the design, layout and functionality of any Property Listing, in Our sole discretion and without notice.
- 5.1.2. You agree that You will accurately describe and present the Property and will disclose any material defects. You will not omit or misrepresent anything that may reasonably be thought to be material to the decision of a Traveller.
- 5.1.3. You agree that the Owner Content shall not contain any of the following:
- a. nudity, lewd gestures or any other material that is threatening, offensive, violent, pornographic, obscene, hateful, discriminatory, unlawful, or that could encourage the commission of a criminal offence;
 - b. material that is defamatory or libellous;

- c. material that infringes the copyright or other intellectual property rights of a third party, or that breaches any data protection or privacy rights of a third party;
- d. inaccurate or false information about the Property;
- e. misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through the Site; or
- f. material that is considered to be inappropriate,

together referred to as "Inappropriate Content". For the avoidance of doubt, "Inappropriate Content" includes messaging within a Property Listing (where the corresponding Property is bookable on the Payment Platform) that is, in Our sole opinion, intended to have the effect of enticing prospective Travellers away from communicating and transacting with Owners on the Site. Any attempt to hide contact details in Owner Content is strictly prohibited.

5.1.4. From time to time, We may offer a photography service for Owners. If We perform this service, We will arrange for a photographer to visit Your Property to take photos and/or video to enhance Your Property Listing. You agree that We will own any and all intellectual property rights in the photographs and/or video and that You will not receive copies of or any license to use, the photographs/videos. In addition, You agree not to hold Us responsible for loss, damage, harm or other liability of any kind arising from:

- a. any act or omissions by the photographer while visiting Your Property; and
- b. the photos/videos taken by the photographer.

5.1.5. In respect of any Owner Content, You will retain the intellectual property rights in such Owner Content. By submitting Owner Content to the Site, You hereby grant to us, Our sub-licensees and assignees, a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, edit, reproduce, record, modify, translate, distribute, play, perform, make available to other users of the Site, prepare derivative works of and to display the Owner Content by any medium or method whether now known or later developed for the purpose of providing the services via the Site and for promoting Our services, including the right to assign, sub- license or transfer the whole or any part of these rights to a third party. You waive any moral rights or similar rights that You

have in the Owner Content whether such rights arise pursuant to the UK Copyright, Designs and Patents Act 1988 or equivalent legislation anywhere in the world. Save as set out in these Owner Terms of Use, nothing in this Agreement shall affect the ownership or control of any Owner Content.

- 5.1.6. You warrant and agree that You own or have the necessary licences, rights and consents in writing in and to any Owner Content that You submit to the Site and You will provide to Us evidence of all such licences, rights, consents and permissions if We so request. Further, you warrant and agree that the Owner Content:
- a. is Your own original work and has not been copied wholly or substantially from a third party;
 - b. is accurate, complete and true;
 - c. is not deceptive, misleading or deceitful;
 - d. is neither discriminatory based on race, color, ethnicity, national origin, gender, religion, sexual orientation, gender identity, or marital status nor violates any applicable law prohibiting discrimination on the basis of these or other characteristics;
 - e. does not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - f. complies with all applicable advertising laws and regulations; and
 - g. does not contain any Inappropriate Content.
- 5.1.7. You agree to indemnify and keep Us indemnified from and against any and all claims, actions, proceedings, damages, losses, liabilities and expenses (including legal fees) suffered or incurred by Us arising out of or in connection with any one of the following:
- a. Your failure to obtain the necessary licences, rights and consents in and to any Owner Content that You submit to the Site;
 - b. any misrepresentation, misleading omission or misstatement in the Property Listing;
 - c. any claim by a Traveller or any third party in connection with or resulting from the Owner Content, including any claim that the Owner Content infringes the intellectual property or other proprietary rights of a third party; and
 - d. the inclusion of any Inappropriate Content in any Owner Content.
- 5.1.8. We reserve the right to remove from the Site without notice and at Our sole discretion any Owner Content:

- a. that We consider to contain Inappropriate Content; and/or
- b. in respect of which We have received notification or We become aware that such Owner Content infringes, or may infringe, the intellectual property rights or privacy rights of a third party, or breaches a duty of confidentiality to a third party, or is otherwise in breach of any applicable laws or regulations.

5.2. *Availability and Calendar Accuracy*

You shall ensure that the availability of Your Property for rent is accurately reflected on the Site at all times. Misrepresentation of availability of Your Property is misleading to Travellers. We reserve the right to withdraw the calendar facility or remove the Property Listing concerned where We believe the published availability of a Property to be misleading.

5.3. *Rental Rates*

- 5.3.1. You are required at all times to ensure that the rental rates table accurately reflects the available and current prices for the Property in the Property Listing. Rental rates should be based on the price per week (seven nights); nightly rates for midweek and weekends can be entered separately in the column provided. Rental rates must be representative of Your maximum occupancy; up to two additional rental rates tables can be included to reflect rates for smaller group sizes. We recommend that You have a minimum of twelve months data in Your rental rates tables in order to facilitate future Traveller searches.
- 5.3.2. If You fail to accurately represent the Property's availability and/or price, or We receive any complaint from a Traveller or other third party about misleading advertised pricing or availability, We may remove Your Property Listing and We may terminate this Agreement.

5.4. *External Links*

You represent and warrant that Your Property Listing will not contain email addresses, references or links to external websites, HTML code or other mark-up languages, other than as provided for herein ("Prohibited Links"). We reserve the right to remove from Property Listings any Prohibited Links. Should an Owner add a Prohibited Link without Our consent or re-add a Prohibited Link after its

removal, We reserve the right to cancel the Property Listing and/or terminate this Agreement.

5.5. *Contactability*

The Owner shall be available to respond to enquiries promptly via the Site. If You are going to be unavailable for a period of more than 48 hours, You agree to set up an automatic reply to that effect on Your email account. If this is not possible, You must temporarily suspend Your Property Listing via the online Owner Dashboard that We provide to You. We reserve the right to suspend Property Listings and/or cancel Bookings if an Owner is, in Our sole opinion, not sufficiently responsive with the effect that one or more Traveller(s) has concerns about an upcoming Booking.

6. Owner Submissions

Section 6 sets out our policy relating to any reviews, and responses to reviews, that you submit.

- 6.1. You agree and acknowledge that, subject to all applicable terms, conditions, guidelines and policies, Travellers may post reviews on the Site of Your Property and their corresponding Booking, and that You may (a) post responses on the Site in respect of such reviews, and/or (b) submit reviews in respect of Travellers who stay at Your Property (together, "Submissions"). By posting or submitting a Submission, You warrant that You have the legal right to do so. To the extent that Submissions may contain trademarks or other proprietary names or marks, You warrant that You have the right to use such names or marks (including adequate sub-licensing rights).
- 6.2. You grant each TAVR Company and each TAVR Affiliate a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (b) use the name that You submit in connection with such Submission. You acknowledge that We may choose to provide attribution of Your Submissions at Our discretion, and that such Submissions may be shared with Our partners and/or the Travellers in respect of whom you have submitted a review. You further grant Us the right to pursue at law any person or entity that violates Your or Our rights in the Submissions by a breach of these Owner Terms of Use. You acknowledge and agree that Submissions are non-confidential. We take no responsibility and assume no liability for any Submissions that You post or submit. We have no obligation to post or share

Your Submissions; We reserve the right in Our absolute discretion to determine which comments are published on the Site. If You do not agree to these terms and conditions, You may not provide Us with any Submissions.

6.3. The TAVR Companies require all Submissions to conform to TripAdvisor's [Vacation Rental review guidelines and general review guidelines](#), and may decline to post or share any (or remove any that have been posted) that We or any TAVR Affiliate find do not comply.

6.4. You are fully responsible for the content of Your Submissions. You are prohibited from uploading, posting or transmitting or otherwise publishing to or from the Site any of the following:

- a. Any message, data, information, text, music, sound, photos, graphics, code or other material ("User Content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- d. User Content that impersonates any person or entity or otherwise misrepresents Your affiliation with a person or entity;
- e. Unsolicited promotions, political campaigning, advertising or solicitations;
- f. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and payment card numbers;
- g. Viruses, corrupted data or other harmful, disruptive or destructive files; or
- h. User Content that, in Our sole judgment, is objectionable or that restricts or inhibits any other person from using or enjoying the Site, or that may expose Us or Our users to any harm or liability of any type.

6.5. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from Your posting of Submissions to the Site. You acknowledge that We may exercise Our rights

(e.g., use, publish, delete, edit and modify) to any Submissions You provide to Us without notice to You.

- 6.6. You agree that neither We nor any TAVR Affiliate (including but not limited to TripAdvisor LLC) bears any responsibility or assumes any liability for any Submissions posted, stored or uploaded by You or any third party, or for any loss or damage thereto, nor are We or any TAVR Affiliate liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity You may encounter. As a provider of interactive services, neither We nor any TAVR Affiliate is liable for any statements, representations or other content provided by Our users in any public forum. Although We have no obligation to screen, edit or monitor any of the content posted to or distributed by users, We and/or the applicable TAVR Affiliate reserve the right, and have absolute discretion, to remove, screen or edit without notice any content posted or stored on the Site at any time and for any reason.
- 6.7. If it is determined that You retain moral rights (including rights of attribution or integrity) in the Submissions, You hereby declare that (i) You do not require that any personally identifying information be used in connection with the Submissions, or any derivative works of or upgrades or updates thereto; (ii) You have no objection to the publication, use, modification, deletion and exploitation of the Submissions by Us or Our licensees, successors and assigns; (iii) You forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Submissions; and (iv) You forever release Us, and Our licensees, successors and assigns, from any claims that You could otherwise assert against Us by virtue of any such moral rights.

7. Display Order; Ranking

Section 7 gives some information about the order in which properties may appear on our sites.

- 7.1. We do not guarantee that any Property Listing will appear in any specific order in search results on the Site. Display order may vary based on a variety of factors including but not limited to search filters, quality of Property Listing, frequency of calendar updates, Traveller preferences, Owner responsiveness, online bookability and other factors that We may choose in Our sole discretion.
- 7.2. The main parameters determining the ranking of Property Listings on the Site may include Property Listing listing quality (e.g. quality of photographs and

descriptions); reviews; ratings; booking volume, and user interest and preferences. You may find more information about this displayed on the Site.

8. Edit Booking function

Section 8 explains our “Edit Booking” function, which is the way in which you can agree with a traveller to amend an existing booking.

- 8.1. “Edit Booking” is a feature that permits Owners to edit Bookings from the Owner Dashboard instead of through Our customer service department. The aspects of a Booking that the Owner and Traveller may agree to change using the Edit Booking feature may include, without limitation, dates for check in or check out, number of Travellers, rental cost and fees. Edit Booking will not be available in all cases, and when this feature is unavailable, the Owner must call Customer Service to edit the Booking. If Edit Booking is available, certain edits may not be permissible. In such cases, an error message will be displayed in the Edit Booking window. For the avoidance of doubt, unless otherwise expressly agreed by Us, use of the “Edit Booking” function is the only means by which the Owner and Traveller are permitted to modify a Booking or any element thereof. Any other agreement, or attempt to agree, to a modification of a Booking shall constitute a breach of these Owner Terms of Use.
- 8.2. To edit a Booking the Owner clicks the "edit booking" link on the Conversation Page. The request to edit will generate an email to the Traveller, informing the Traveller that they have 48 hours to accept the changes on the Website. If the Traveller does not accept the edit in this timeframe, the edit request will expire and the Booking will remain unchanged. If the Traveller accepts the edit requested, the Booking information in the Owner Dashboard will be updated to reflect the change.
- 8.3. If an edit to a Booking results in the price changing, the following describes how the Traveller will be charged or refunded, as applicable:
 - a. If the Traveller has a balance payment due for the initial Booking and the edit results in the price going up, the balance due will be updated to include the additional charges.
 - b. If the Traveller has fully paid for the initial Booking and the edit results in the price going up, the Traveller must pay the new balance within the timeframe given (usually no longer than 96 hours from acceptance of the edit to the Booking) or We reserve the right to cancel the entire Booking, in which case funds will be disbursed as if the Traveller had cancelled the Booking.

- c. If the Traveller has a balance payment due for the initial booking and the edit results in the price going down, the balance due will be updated to reflect the reduction in price.
 - d. If the Traveller has fully paid for the initial Booking and the edit results in the price going down, We will refund the excess amount that the Traveller paid within a commercially reasonable time.
- 8.4. Please note that editing a Booking that increases or decreases the total Booking amount will result in a corresponding increase or decrease to the commissions or fees due to Us.
- 8.5. In general, the amount an Owner will receive in the event of a Traveller cancellation will be as set forth in the applicable cancellation policy agreed in connection with the initial Booking (e.g. 20% of the Booking value). In some instances, after an Edit Booking event, there may be a shortfall in the amount set forth in the cancellation policy and Owners will receive, instead, the funds collected from the Traveller as of the date of cancellation.
- 8.6. For illustrative purposes, if a payment balance remains outstanding at the time a Booking is edited, We will not charge the Traveller an additional deposit when the Booking is edited. Instead, the Traveller will pay all additional charges on the date the balance from the initial Booking is due. This may impact the amount the Owner receives upon a cancellation. For example, a Traveller books a property for one night at a rate of €100 and 20% (or €20) is taken as a deposit immediately, with the 80% (or €80) balance due one month prior to stay. One week later, the Owner and Traveller edit the Booking to two nights, thereby increasing the total stay amount to €200. No additional deposit will be taken and the additional €100 charge for the second night will be added to the balance due and paid one month prior to stay. If the Traveller cancels before the €180 balance is due, the amount disbursed to the Owner on cancellation will be the original €20 deposit, minus any fees or commissions due to us, even though the cancellation policy calls for the Owner to receive a greater amount upon cancellation.
- 8.7. We reserve the right to delete any pending edit requests submitted by the Owner without notice to the Owner or Traveller. After a Booking is edited, We reserve the right to revert the Booking to its initial state after informing both parties.

9. Taxes

Section 9 explains your responsibilities in relation to taxes, including reporting, remitting, and adding (as applicable) to your property listing. We also explain how we may in certain circumstances collect and remit taxes on your behalf.

- 9.1. Tax laws and regulations (including IRS regulations in the US) may require Us to collect certain tax information from You, or to withhold taxes from payouts to You, or both. You are solely responsible for keeping the information in Your tax forms current, complete and accurate. If You fail to provide Us with documentation that We deem to be sufficient to meet Our obligations (if any) to withhold taxes from payments to You, We reserve the right in Our sole discretion to block all payouts to You until resolution, withhold such amounts as required by law, or do both.
- 9.2. You understand and agree that You are solely responsible for determining You applicable tax reporting requirements and the taxes that should be included in Property Listings, such as any applicable sales tax, value added tax (VAT), goods and services taxes (GST) or other municipal, state and federal indirect or other withholding and personal or corporate income taxes. You are also solely responsible for remitting to the relevant authority any taxes that You include or receive. We cannot and do not offer tax-related advice. You are responsible for including any applicable taxes to be collected or obligations relating to applicable taxes with Property Listings. You agree to indemnify and keep each TAVR Company indemnified from and against any and all claims, actions, proceedings, damages, losses, liabilities and expenses (including legal fees) suffered or incurred by Us arising out of errors in Your tax calculations or Your failure to account for applicable taxes.
- 9.3. Owners are responsible for charging and accounting to the relevant authorities for taxes (including, where relevant, VAT or other sales taxes) on the rental payments they receive from Travellers.
- 9.4. Our services fall within the basic rule for the place of supply of services under Schedule 4A of the VAT Act 1994. We are legally required to charge VAT on Our fees at the standard rate (currently 20%) to Owners who are either in the UK or who are private individuals in the EU.

- 9.5. If You are an Owner in business in the EU but outside of the UK You shall provide Us with a valid VAT registration number for the establishment that most closely relates to the supply of the Property. If no valid VAT registration number is available, You shall confirm that it is in business. An Owner will be classified as being "in business" if it carries out in any place, any economic activity, whatever the purpose or result of that activity. We retain the right to request additional evidence if You have confirmed You are in business but do not have a valid VAT registration number and You shall fully cooperate with Us in providing any such evidence.
- 9.6. If You are in business in the EU and not the UK, an invoice will be issued by Us stating that the supply is subject to the reverse charge and You shall account for VAT in Your local jurisdiction.
- 9.7. If You are established outside the EU, the supply shall be outside the scope of UK VAT. However, You may be liable to pay local taxes in the Owner's country of establishment, which shall be Your own liability.
- 9.8. All fees or charges stated in these Owner Terms of Use are shown exclusive of VAT unless otherwise expressly stated.
- 9.9. You understand and agree that tax authorities where Your Property is located may require taxes to be collected on the amount paid for the right to use and/or occupancy of the Property, and to be remitted to the tax authority. The laws vary by jurisdiction, but taxes may be required to be collected and remitted as a percentage of the Rental Fees, a set amount per day, or other variations, and are sometimes called "occupancy taxes," "hotel taxes," "lodging taxes," "transient taxes," "sales and use taxes," "value added taxes," "room taxes" or "tourist taxes" (collectively, "Occupancy Taxes").
- 9.10. We may elect, in Our sole discretion, to facilitate collection and remittance of Occupancy Taxes from or on behalf of You or Travellers ("Collection and Remittance"). In any jurisdiction in which We facilitate Collection and Remittance, in lieu of You collecting Occupancy Taxes from Travellers and remitting to the tax authority, You hereby instruct and authorize Us to collect Occupancy Taxes from Travellers on Your behalf at the time Rental Fees are collected, and to arrange remittance of such Occupancy Taxes to the appropriate tax authority on Your behalf.
- 9.11. We will disclose to You the amount of Occupancy Taxes, if any, that We Collect and Remit relating to Your Properties. Where We facilitate Collection and Remittance relating to a Booking, You agree that You shall not collect any Occupancy Taxes being collected by Us relating to such Booking. You agree to release, defend, indemnify, and hold Us and Our affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, debts, obligations, and expenses, including, without limitation, reasonable legal and/or accounting fees, arising out of or in any way related to Occupancy Taxes,

including, without limitation, the applicability of, calculation, collection or remittance of Occupancy Taxes related to Your Bookings and/or Properties. Where We facilitate Collection and Remittance, You grant us permission, without further notice, to store, transfer and disclose data and other information relating to You or to Your transactions, Bookings, Properties and Occupancy Taxes, including, but not limited to, personally identifiable information such as Your name, Property Listing addresses, transaction dates and amounts, tax identification numbers, the amount of taxes collected from Travellers or allegedly due, contact information and similar information, to the relevant tax authority.

- 9.12. You agree that We may seek additional amounts from You in the event that the taxes collected and/or remitted are insufficient to fully discharge Your obligations to the applicable tax authority, and agree that Your sole remedy for Occupancy Taxes collected is a refund of Occupancy Taxes that We collected from the applicable tax authority.

10. Termination

Section 10 sets out some of the grounds for terminating our commercial relationship with you or taking other actions that may affect you. It also explains how you can terminate this Agreement, and the consequences of termination.

- 10.1. In addition to the rights of termination set out elsewhere in these Owner Terms of Use, We reserve the right to terminate this Agreement, refuse to publish a Property Listing, remove a Property Listing, and/or cancel any or all pending Bookings in any of the circumstances listed below, or for any other reason in Our sole discretion. You hereby expressly agree to release and hold Us harmless from any loss or liability that may arise from Our exercising such rights.
- a. We receive any complaint from a Traveller about a Property Listing, a Property or an Owner's behaviour or conduct, or We determine that an Owner's rental practices are unfair or unacceptable;
 - b. An Owner includes or attempts to include any Inappropriate Content in a Property Listing or otherwise within the Site or Our online systems;
 - c. We determine (in Our sole discretion) that a Property Listing is unsuitable, misleading, incomplete, of poor quality, or incorporates Inappropriate Content;

- d. An Owner has been abusive or offensive to any Traveller or any representative of the TAVR Companies or TAVR Affiliates;
 - e. An Owner uses a false identity;
 - f. An Owner breaches any of these Owner Terms of Use; or
 - g. We know or suspect that fraudulent or illegal activity (including, without limitation, misleading advertising) is taking place by or on behalf of an Owner.
- 10.2. In respect of activity falling under Section 10.1, We also reserve the right to block or suspend any payment for Bookings in such circumstances. If We believe that fraudulent or illegal activity has taken place, We may notify the applicable authorities.
- 10.3. You may remove a Property Listing at any time, and You agree and acknowledge that any such removal shall not affect Your obligations with regard to existing Bookings. You may terminate this Agreement at any time by giving Us prior written notice by e-mail. In such circumstances, any Bookings shall be automatically cancelled, and Travellers will be refunded in full. No refunds or extensions of time shall be available in such circumstances. We may maintain access to information provided by You or otherwise generated through Your use of the Services.

11. Our Rights and Obligations

Section 11 sets out our rights and obligations to you under this Agreement.

- 11.1. We may change, suspend or discontinue any aspect of the Site at any time, including the layout and the availability of any Site features, database or content without any prior notice or liability.
- 11.2. We will endeavour to reproduce accurately on the Site any photographs You supply. However, You acknowledge that deviations from original photographs can occur and that We shall have no responsibility or liability for any such deviations.
- 11.3. We may occasionally undertake upgrades of the Site in order to address technological developments. Maintenance works are therefore sometimes necessary, which can lead to restrictions on the Site. We will, where possible, aim to ensure that maintenance of the Site that causes any such restriction is undertaken at a time when usage of the Site is least affected.
- 11.4. We may conduct and/or use a third party provider (such as Experian) to conduct checks to verify Your identity. We may also ask for proof to establish the existence of a Property, ownership of a Property, and/or proof of authority to advertise such Property. If We suspect that You have supplied false information, You agree that We are entitled to carry out and/or procure further

identity checks and due diligence on You, or to require You to prove the existence of a Property. If requested to do so, You agree to promptly supply to Us such proof of identity or of a Property's existence as We request. Third party providers We use to assist us in these checks may use the details You supply in connection with particulars on any database (public or otherwise), to which they have access. They may also use Your details in the future to assist other companies, for verification purposes.

- 11.5. We reserve the right to transfer these Owner Terms of Use, and to assign or subcontract any or all of Our rights and obligations under these Owner Terms of Use, to a third party or to any other entity in Our corporate group.
- 11.6. We may from time to time provide or facilitate services to Owners to create or improve the quality of their Property Listings. We also may from time to time create new or otherwise change, the location or geographic descriptions We use to identify Properties in Property Listings and search results. Consequently, We may change the location or geographic description associated with any Property Listing. However, We assume no responsibility to verify the content of any Property Listing or the accuracy of a Property's stated location. Owners are solely responsible for ensuring the accuracy of Property Listing content and location or geographic descriptions, and agree to promptly correct any inaccuracy.

12. Intellectual Property

Section 12 clarifies ownership of the intellectual property rights in our sites and the content displayed on them.

- 12.1. All copyright, database rights, trademarks and design rights in the Site and in the material published on it belong to Us, Our licensors or the Owners. You may download and print material from the Site solely for the purposes of keeping a record of Your agreement with Us. You may not otherwise copy, transmit, modify, republish, save, pass off or link to any content or material on the Site without Our prior written consent.

13. Prohibited Activities

Section 13 sets out a number of activities that you are not permitted to do under this Agreement.

- 13.1. You are not permitted to do any of the following:

- 13.2. Directly or indirectly post, email, approve for posting, or otherwise communicate any content, whether in Property Listings or otherwise, that includes anything:
- a. that states a discriminatory preference based on race, color, ethnicity, national origin, gender, religion, sexual orientation, gender identity, marital status or disability, or violates any national, state or local law prohibiting discrimination on the basis of these or other characteristics;
 - b. that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch";
 - c. that, in Our sole opinion, may be likely to cause any TAVR Company or TAVR Affiliate to be disparaged, defamed, discredited or brought into disrepute;
 - d. that infringes any patent, trade mark, trade secret, copyright or other proprietary right of any third party, or that You do not have a right to make available under any law or contractual or fiduciary relationship;
 - e. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through the Site.
- 13.3. Exploit, copy, distribute, reproduce, edit, translate, make publicly accessible or decompile any of the Site or its contents, whether by using automatic devices or manual processes.
- 13.4. Monitor content on the Site or communications with Travellers by means of robots, spiders, or other automatic instruments.
- 13.5. Use the Site, Payment Platform or Our systems, or any information provided by a Traveller, for purposes other than permitted by these Owner Terms of Use.
- 13.6. Use the Site or the tools and services on the Site for the purpose of booking or soliciting a booking for a property other than a Property under a valid Property Listing;
- 13.7. Reproduce any portion of the Site on another website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or any other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site.

- 13.8. Upload or send to the Site any content or programs, which on account of their size or nature, might damage Our computers or networks.
- 13.9. Include content on the Site or Payment Platform or Our systems that breaches any applicable criminal, intellectual property or other laws, or encourages any such breach.
- 13.10. Use or access the Site or Payment Platform or Our systems in any way that might endanger any computer system or network, including by making available any virus (for which purpose, “virus” includes any program introduced into a system deliberately that carries out a useless and/or destructive function, such as displaying an irritating message or systematically over-writing the information on a user's hard disk).
- 13.11. Post or transmit information that is in any way false, fraudulent, or misleading, or engage in any act that may be considered “phishing” (whether primary, secondary or other) or that would give rise to criminal or civil liability;
- 13.12. Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- 13.13. Substitute a Property in a Property Listing for another Property without Our prior consent.

14. Distribution of Property Listings to Other Websites

Section 14 explains how we have the right (but not the obligation) to distribute your property listing to other websites.

- 14.1. To enable Owners to obtain a wider audience for their Property Listings, We may provide Your Property Listing and Owner Content for the distribution of Your Property Listing on third party websites, including but not limited to those of the TAVR Companies and TAVR Affiliates.

15. Responsibility of Owner

Section 15 clarifies your responsibility to obtain adequate insurance cover, and for any damaging content you send to us.

- 15.1. We do not provide insurance coverage for Owners or Travellers. You are solely responsible for obtaining insurance coverage sufficient to protect Your Property. You agree that You have or will obtain appropriate insurance

- coverage sufficient to cover the rental of the Properties You advertise on the Site for the entire duration of all Traveller stays as a result of Bookings.
- 15.2. You will be held solely and exclusively responsible for all financial consequences resulting from damage to Us due to content or any program You transmit or send that results in any damage to Our hardware or software, including damaging the Site, system or data or by causing the failure of the Site, system or faults therein. The financial consequences mentioned above include reasonable legal fees.

16. Indemnification

Section 16 explains that, if we or our associates suffer a loss in connection with your breach of this Agreement, your listing, or any booking of your property, you agree to cover the costs.

- 16.1. You agree to defend, indemnify and hold harmless, the TAVR Companies and TAVR Affiliates, and their respective 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 or occasioned by third parties alleging, arising out of, or in connection with:
- a. Owner Content, User Content or Submissions;
 - b. Your use of the Site;
 - c. Your breach of these Owner Terms of Use or of a Rental Agreement; or
 - d. stay at the Property by a Traveller (and others in the Traveller's Booking party) and use of associated services and facilities provided by or on behalf of You.
- 16.2. If We compensate a Traveller for a loss caused by Your acts or omissions (including but not limited to payments made pursuant to Our [Payment Protection Policy](#)), We reserve the right to pursue You for the amount paid or contributed toward the loss.

17. Limitation of Liability

This Section 17 sets out the limits of legal liability that we may have to you, and you may have to us.

- 17.1. To the extent permitted by law, the TAVR Companies and TAVR Affiliates hereby expressly exclude:
- 17.1.1. all conditions, warranties and other terms that might otherwise be implied by statute, common law or the law of equity;
 - 17.1.2. any loss or damage You suffer or incur as a result of:
 - a. the Traveller's act or omission or any failure of the Traveller to perform or comply with any of the terms of the Rental Agreement between You and the Traveller, including a failure to pay any sums required under the Rental Agreement;
 - b. any damage to the Property or loss of or damage to items contained therein; or
 - c. any incident or occurrence that takes place at the Property;
 - 17.1.3. any liability for any direct, indirect or consequential loss or damage incurred by any person (including, without limitation, any Traveller) in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including, without limitation:
 - a. any liability for loss of income or revenue;
 - b. loss of business;
 - c. loss of profits or contracts;
 - d. loss of anticipated savings;
 - e. loss of data;
 - f. loss of goodwill;
 - g. wasted management or office time; and
 - h. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or any other cause of action, even if foreseeable.
- 17.2. We have the right (but not the obligation) to investigate complaints from Travellers, and You shall cooperate in any such investigation (e.g., by the provision of documents). We reserve the right to block or suspend any payment of Rental Fees if We choose to investigate any complaint made by a Traveller.
- 17.3. Nothing in these Owner Terms of Use affects Our liability for death or personal injury arising from Our negligence, or Our liability for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.
- 17.4. Although We take every care to maintain the continuity of the Site, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. The Site, the Owner Dashboard and Our systems are made available "as is", and We do not accept any

obligation or responsibility to ensure that any of the aforementioned are complete, error-free or operational.

- 17.5. Where the Site contains links to other websites and resources provided by third parties, these links are provided for Your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from Your use of them. In all events, the liability of the TAVR Companies and TAVR Affiliates to You or any third party in any circumstance arising out of or in connection with the Site is limited to the amount of commission You paid to us in the twelve months prior to the action giving rise to liability. We disclaim all liability and responsibility for any loss or damage (including personal injury) that You or another party suffer or incur arising from: Any reliance by any user of the Site, or by anyone who may be informed of any of its contents, placed on any advertisement, commentary and other materials posted on the Site by You, or any error or mistake or inaccuracy contained in any statement, description, representation or other information made about or in connection with a property listed on the Site.

18. Security

Section 18 explains that you are responsible for keeping your account details confidential, and for any activity that takes place under your account.

- 18.1. If you create an account with Us, You agree to (i) keep Your password and online ID for both Your account and any personal email account associated with Your account secure and strictly confidential, and (ii) notify Us immediately and select a new online ID and password if you believe Your password for either Your account with Us or Your personal email account may have become known to an unauthorized person, and (iii) notify Us immediately if You are contacted by anyone requesting Your online ID and password. We discourage You from giving anyone access to Your online ID and password for Your account with Us or Your personal email account. However, if You do give someone Your online ID and/or 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 or Your email account, even those transactions that may be fraudulent or that You did not intend or want performed.
- 18.2. YOU ACKNOWLEDGE AND AGREE THAT: (1) NO TAVR COMPANY NOR ANY TAVR AFFILIATE WILL HAVE ANY LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTION MADE USING YOUR PASSWORD AND/OR ONLINE ID; AND (2) THE UNAUTHORIZED USE OF YOUR

ONLINE ID AND PASSWORD FOR YOUR ACCOUNT OR YOUR EMAIL ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH THE TAVR COMPANIES AND TRAVELLERS. Further, We may suspend or cancel Your account 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. In the event that we suspend or cancel Your account pursuant to this Section 18.2, you agree to cooperate with our instructions fully to limit losses, damages and liabilities. Further, You agree that We may communicate with Travellers and other third parties who, in our sole discretion, we deem advisable to notify of security issues with your account and/or your personal email account.

19. Communications with Us

Section 19 sets out the ways you can contact us, including how you can notify us of any copyright infringement.

- 19.1. Communications to Us, other than legal notices, complaints about user reviews or copyright complaints (see Sections 19.2, 19.3 and 19.4) must be sent to the applicable TAVR Company as follows:
 - a. Holiday Lettings Limited:
https://help.holidaylettings.co.uk/contact_form
 - b. FlipKey, LLC: https://helpcenter.flipkey.com/contact_form
 - c. Guía de apartamentos Niumba S. L.U.:
https://ayuda.niumba.com/contact_form
- 19.2. For the avoidance of doubt, and notwithstanding Section 19.1, You agree that the TAVR companies only accept legal service at their respective postal addresses, as set out at Section 1.4.
- 19.3. If You believe in good faith that any user review breaches TripAdvisor's [vacation rentals review guidelines](#), please contact Us.
- 19.4. If You believe in good faith that materials hosted on the Site infringe Your copyright, please provide the written information requested below. The procedure outlined below is exclusively for notifying Us that Your copyrighted material has been infringed.

Please provide the following information in the following format (including section numbers):

- a. A clear identification of the copyrighted work You claim was infringed.
- b. A clear identification of the material You claim is infringing the copyrighted work, and information that will allow us to locate

- that material on the Site, such as a link to the infringing material;
- c. Your contact information so that We can reply to Your complaint, preferably including an email address and telephone number;
 - d. Include the following statement: "I have a good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law.
 - e. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and I am the copyright owner, or am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed".
 - f. The notice must be signed by the person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claims of copyright infringement on the Site should be emailed or mailed to Our copyright agent:

- 19.4.1. TripAdvisor LLC., Attn: Legal Department, 400 1st Avenue, Needham, MA 02494, USA
- 19.4.2. ta-copyright@tripadvisor.com
- 19.4.3. Phone Number: 781-800-8658 (US)

We suggest that You consult Your legal advisor before filing a notice or counter-notice. You may be liable for damages (including costs and attorney's fees) if You make a false claim of copyright infringement.

We will review and address all notices that comply with the requirements above.

20. Miscellaneous

Section 20 is a general section covering multiple topics, including but not limited to (a) the parties' right to assign this Agreement to a third party, and (b) the law that is applicable to this Agreement. We also explain our internal complaints procedure.

- 20.1. If a provision of these Owner Terms of Use (or part of any provision) is found to be illegal, invalid or unenforceable, the enforceability of any other part of these Owner Terms of Use will not be affected.

- 20.2. The Parties to these Owner Terms of Use are the applicable TAVR Company and You. You may not assign any of Your rights or obligations under or arising out of these Owner Terms of Use to any third party. We may assign any of Our rights or obligations under or arising out of these Owner Terms of Use to another TAVR Affiliate or a third party.
- 20.3. We will not be in breach of these Owner Terms of Use, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond Our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, accident or acts of terrorism.
- 20.4. We act as the limited payment collection agent of the Owner solely for the purpose of receiving funds from Travellers on behalf of the Owner for Bookings made on the Payment Platform. Except for this limited agency relationship, nothing in these Owner Terms of Use or in Your use of the Site creates, or is intended to establish, any partnership, joint venture or similar relationship between You and Us. For the avoidance of doubt, We never act as a principal in connection with any of the transactions or services available on or through the Site.
- 20.5. These Owner Terms of Use shall contain all the terms agreed between You and Us regarding their subject matter and shall supersede any prior agreement, understanding or arrangement between You and Us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between You and Us except as expressly stated in these Owner Terms of Use. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into these Owner Terms of Use (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in these Owner Terms of Use.
- 20.6. If a provision of these Owner Terms of Use (or part of any provision) is found illegal, invalid or unenforceable, the enforceability of any other part of these Owner Terms of Use will not be affected.
- 20.7. Throughout the term of this Agreement, We shall operate an internal complaints procedure. If You have a complaint in connection with this Agreement, You should notify Us by e-mail. On receipt of a complaint, We will investigate and provide You with a response and decision as soon as reasonably practicable. If You are established in the European Union (an “**EU Owner**”) and believe that the dispute is not wholly resolved through Our complaints procedure, then the dispute may be referred at Your discretion to the Centre for Effective Dispute Resolution (“CEDR”) for mediation. Although mediation is a voluntary process, You and We both agree to engage in good faith throughout any mediation attempts, and to do so in accordance with the

CEDR Model Mediation Procedure. Unless You and We agree otherwise within fourteen (14) days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation, You must give Us notice in writing, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Any attempt to reach an agreement through mediation on the settlement of a dispute will not affect Your or Our right to initiate court proceedings at any time before, during or after the mediation process.

- 20.8. The governing law and jurisdiction applicable to these Owner Terms of Use depend on the TAVR Company with which You have contracted:
- a. FlipKey: the Owner Terms of Use are governed by the laws of the Commonwealth of Massachusetts, and You submit to the exclusive jurisdiction of the courts of Suffolk County, Massachusetts, USA.
 - b. Holiday Lettings: the Owner Terms of Use are governed by the laws of England and Wales, and You submit to the exclusive jurisdiction of the courts of England.
 - c. Niumba: the Owner Terms of Use are governed by the laws of Spain, and You submit to the exclusive jurisdiction of the courts of the city of Barcelona.

The foregoing shall not apply to the extent that applicable law in Your country of residence requires application of another law and/or jurisdiction and this cannot be excluded by contract.

- 20.9. If a Traveller enters into a dispute with an Owner in the EU, alternative methods for resolving that dispute are available online here:
<http://ec.europa.eu/consumers/odr/>.
- 20.10. The original version of these Owner Terms of Use was written in English before being translated into other languages as a courtesy. In the event of a dispute about the content or the interpretation of these Owner Terms of Use, or in the case of inconsistency or difference between the English version and a translated version, the English language version to the extent permitted by law shall apply and prevail. The English version is available by changing Your language settings on the Site.