

The website and sub-domains located at Staylist.com (the "Site") is a copyrighted work belonging to Staylist.com and/or Stayventure, LLC (StayList", "us", and "we"). Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted on the Service or Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement. THESE TERMS OF USE ("AGREEMENT") SETS FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE SITE AND SERVICES. BY ACCESSING OR USING THE SITE OR SERVICES, YOU ARE ACCEPTING THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES OR ACCEPT THE AGREEMENT IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS AND/OR USE THE SITE OR SERVICES. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. **Service** StayList provides an on-line platform that helps connect hosts who own or manage accommodations, attractions, theaters, events or restaurants ("Listings") and guests seeking to rent or inquire about such Listings (collectively, with all other services provided through the Site, the "Services"). Hosts with a StayList Account ("Hosts") may list on the Service and Guests with a StayList Account may book Listings ("Guest"), in accordance with this Agreement. "User" means any user of the Site or Service, and may be a Guest or a Host. If you are a Host, the provisions regarding Hosts apply to you. If you are a Guest, the provisions regarding Guests apply to you. If you are a User, the provisions regarding Users apply to you.
2. **Listings** Hosts may create Listings by following the instructions on the Site and providing certain information about the Host's Listing (e.g., the location, capacity, size, features, availability, pricing, and rules). Listings will be made publicly available via the Services and Guests may book Listings, in accordance with the terms of this Agreement. We may include a feature which enables the Host to also include certain requirements which must be met by the Guests in order for the Guest to book the Listing (e.g., must have a profile photo or phone number) when the Host creates a Listing. A Host may also include any terms and conditions that the Host wants the Guest to agree to in order to book the Listing ("Listing Terms"). By submitting a Booking Request (as described below) for a Listing, the Guest agrees to the Listing Terms (defined below). THE LISTING TERMS ARE SOLELY BETWEEN THE HOST AND THE GUEST, AND STAYLIST IS NOT A PARTY THERETO. All Listings are deemed User Content and therefore the provisions in Section 4.1 and the Acceptable Use Policy apply to Listings. StayList reserves the right, at any time and without prior notice, to remove any Listing for any reason (including but not limited to Listings that StayList, in its sole discretion, considers to be in violation of these Terms or that StayList considers objectionable for any reason).
3. **IMPORTANT DISCLAIMERS** WE MAKE NO WARRANTIES REGARDING THE LISTINGS, RENTALS, REVIEWS, HOSTS, GUESTS, OR OTHER USERS. LISTINGS, RENTALS, AND REVIEWS ARE PROVIDED "AS IS". HOSTS PROVIDE RENTALS/LISTINGS AND GUESTS BOOK RENTALS/LISTINGS AT THEIR OWN RISK.

STAYLIST RESERVES THE RIGHT TO CANCEL A RESERVATION IF THERE IS ANY INNACCURATE PRICE OR LISTING INFORMATION OR IF STAYLIST, IN ITS REASONABLY DISCRETION, DETERMINS OTHER GOOD CAUSE EXISTS FOR CANCELLATION. IN NO EVENT SHALL WE (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES WHATSOEVER ARISING FROM OR RELATING TO THE RENTALS, LISTINGS, OR REVIEWS, OR YOUR INTERACTION WITH ANY HOSTS, GUESTS, OR OTHER USERS. STAYLIST'S SOLE ROLE IS TO FACILITATE THE AVAILABILITY OF THE SITE AND SERVICES. THE HOST, AND NOT STAYLIST, IS THE OWNER OF THE RENTAL IN THE LISTING. STAYLIST IS NOT A REPRESENTATIVE, AGENT, CONTRACTING AGENT, OR INSURER OF ANY HOSTS OR GUEST. WHILE USERS ARE REQUIRED UNDER THIS AGREEMENT TO PROVIDE ACCURATE INFORMATION, WE DO NOT ATTEMPT TO CONFIRM, AND DO NOT CONFIRM, ANY USER'S PURPORTED IDENTITY OR ANY RENTAL OR LISTING. YOU SHOULD MAKE WHATEVER INVESTIGATION YOU FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY TRANSACTION (INCLUDING BUT NOT LIMITED TO BOOKING A LISTING) WITH ANY OTHER USER. YOUR INTERACTIONS WITH OTHER USERS (INCLUDING BOOKING A LISTING) AND THE TERMS GOVERNING SUCH INTERACTIONS (INCLUDING THE LISTING TERMS) ARE SOLELY BETWEEN YOU AND SUCH USER. THE HOSTS, NOT STAYLIST, ARE SOLELY RESPONSIBLE FOR HONORING ANY BOOKED LISTINGS AND MAKING AVAILABLE ANY RENTALS. YOU AGREE THAT STAYLIST WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS THE RESULT OF ANY SUCH INTERACTIONS (INCLUDING BUT NOT LIMITED TO BOOKING A LISTING). IF THERE IS A DISPUTE BETWEEN YOU AND ANY USER (INCLUDING BUT NOT LIMITED TO ANY DISPUTE REGARDING A LISTING), WE ARE UNDER NO OBLIGATION TO BECOME INVOLVED. NOTWITHSTANDING THE FOREGOING, STAYLIST WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE PAYMENT SERVICES DESCRIBED IN THIS AGREEMENT. THE FOREGOING DISCLAIMER SHALL NOT LIMIT THE MORE GENERAL DISCLAIMERS IN SECTIONS 10 AND 11.

Release: You hereby waive, release, and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and release, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions or transactions with, or act or omission of, other Users, including Hosts and Guests and Third Party Sites & Ads. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4. **Payment Terms** *Booking Procedures*

- A. Hosts set the price for their Listings, which shall include the price for renting the Rental and may include (at the Host's discretion) local, state, federal or

other taxes (“Taxes”) (e.g., sales taxes, value added taxes, and goods and services taxes) and other charges (e.g., cleaning charges) (collectively, the “Full Price”). Hosts also provide a floor price they will accept for their Listings (“Minimum Acceptable Price”) and attributes for discounting their Listings (e.g., high-demand periods, number of days before trip start date when discounting is activated, etc.) (“Discount Attributes”), which StayList uses to calculate the “StayList Discounted Price” for the Listings. In addition, Hosts can specify discounts (e.g. 15% off of rental rates for trips in the month of August), which are also used by StayList to calculate the “StayList Discounted Price” for the Listings. StayList displays either the Full Price or, if applicable, StayList Discounted Price, to Guests, who can book that listing at such price. Hosts may automatically have StayList accept/reject Booking Requests (“Automatic Acceptance”) or manually accept/reject Booking Request (“Manual Acceptance”). “Booked Listing” means a Booking Request from a Guest that has been accepted by or on behalf of a Host as described below. The “Expected Price” is the lower of Full Price or StayList Discounted Price for a Listing.

- B. If a Host elects Manual Acceptance, the following applies: If a Guest submits a Booking Request, StayList will provide the Host notice of the Booking Request and the details of the Booking Request. The Host will then be required to either reject the Booking Request or accept the Booking Request within 24 hours of such notice; otherwise the Booking Request will be automatically rejected. When a Booking Request is accepted, the cancellation policy provided by the Host in the Listing will apply.
- C. If a Host elects Automatic Acceptance, the following applies: If a Guest submits a Booking Request, StayList will automatically accept the Booking Request on behalf of the Host. When a Booking Request is accepted, the cancellation policy provided by the Host in the Listing will apply. *Payment Terms for Guests* **The following terms apply to Guests:** If your Booking Request is accepted, you agree to pay StayList for the Booking Price plus a Guest Service Fee (defined below). If and when you make a Booking Request, StayList will (i) obtain a pre-authorization via your credit card for the Booking Price and a guest service fee or (ii) charge your credit card a nominal amount, not to exceed one dollar (\$1). If and when your Booking Request is accepted, StayList will collect the Booking Price and a guest service fee from your credit card. If your Booking Request is rejected, any amounts collected by StayList for the Booking Request will be refunded to your credit card and any pre-authorization of such credit card will be released. If a Host’s cancellation policy applies to your Booked Listing (as described above), StayList will use commercially reasonable efforts to implement that cancellation policy. If you are directed to StayList’s third party payment processor, you may be subject to terms and conditions governing use of that third party’s service and that third party’s personal information collection practices. Please review such terms and conditions and privacy policy before using the Services. You hereby authorize StayList or its third party on-line payment processor to obtaining a pre-authorization

and/or charge your credit card as described above. *Payment Terms for Hosts*
The following terms apply to Hosts: For each Booked Listing, the Host will be remitted the Expected Price for the Booked Listing minus a Host Service Fee (defined below). StayList will remit you the payment (i) in accordance with your applicable cancellation policy for Booking Requests (e.g., 100% remitted 2-3 business days after transaction). All payment will be in US dollars. All Service Fees are earned fees at the time of payment and are NON-REFUNDABLE. Service Fees are exclusive of all Taxes and you are responsible for calculation, collection, and payment of all Taxes that apply to your transaction. You hereby authorize StayList to deduct Service Fees as described above. StayList currently does not charge a fee for creating Listings; however, StayList reserves the right, in its sole discretion, to charge a Listing fee in the future and will provide notice thereof on its Site prior to such fee taking effect. *Service Fee*

In consideration for providing the Services, StayList collects service fees from Hosts and Guests ("Service Fees"). Service Fees are made up of two components: (i) Guest Service Fees and (ii) Host Service Fees. Guest Service Fees is up to 3% of the non-tax portion of the Expected Price. Host Service Fees is up to 2.99% + \$0.30 USD of the Expected Price for the credit card processing and up to 3.5% + \$0.30 USD of the Expected Price for American Express processing. Except as otherwise provided herein, Service Fees are earned fees at the time of payment and are NON-REFUNDABLE.

Security Deposits

Hosts may choose to include a security deposit requirement in their Listings ("Security Deposits"), which is in addition to the Booking Price. Guests are responsible for leaving the Rental in the condition it was in when the Guest arrived or in the condition in keeping with the terms and conditions set forth in the Host's Listing Terms. Guests are responsible for the Guest's own acts and omissions and the acts and omissions of any individuals who the Guest invites to, or otherwise provides access to, the Rental. If a Security Deposit is required, then StayList will obtain a pre-authorization via the Guest's credit card for the Security Deposit prior to the Guest's check-in date for the Rental. If a Host claims damage and provides StayList evidence of the damage and the damage amount ("Damage Amount") through the Service within 48 hours of the Guest check out date, StayList will notify the Guest through the Service and the Guest will have 48 hours after such notice to respond. If the Guest does not respond, StayList will collect the Damage Amount up to the Security Deposit amount from the Guest's credit card, and remit the same to the Host. If the Guest responds and provides StayList evidence to the contrary, the both the Guest and Host agree to cooperate with StayList in good faith to resolve the complaint. If the parties are unable to resolve the complaint within 2 business days thereafter, then StayList in its sole

discretion may determine the Damage Amount, if any, and collect the Damage Amount up to the Security Deposit amount from the Guest's credit card, and remit the same to the Host. Both the Host and the Guest agree that any such determination by StayList is binding. The Host and the Guest agree that any dispute regarding the Damage Amount is solely between the Host and Guest and each hereby releases, holds harmless, and indemnifies StayList therefrom. Except as set forth above, StayList is not responsible for any claims by Hosts related to damage to the Rental, and disclaims any and all liability in this regard. If you are a Guest, you hereby authorize StayList or its third party on-line payment processor to obtaining a pre-authorization and/or charge your credit card as described above.

Double Bookings

It is the Host's sole and absolute responsibility to ensure that there are not multiple bookings on the Host's Listings (e.g., a booking is made for the Listing outside of the StayList Service and another booking is made for the Listing through the StayList Service). If a Host makes a reservation for a Listing outside of the StayList Service, the Host will immediately update the Listing with that information in the StayList Service to accurately reflect this reservation. If a Host fails to immediately update the Listing as described above, and a Guest makes a Booking Request that results in a Booked Listing ("Double Booking"), the Host must notify the Guest and StayList at support@staylist.com of the Double Booking within 48 hours and no later than 48 hours before the Guest's check-in date. If the Host cancels the Guest's Booked Listing, then the Host will either (i) provide the Guest an alternate Rental Property which is acceptable to the Guest or (ii) cover the cost for the Guest to book an alternate similar Rental Property on the StayList Service (as selected by StayList in its sole discretion), or if no such alternate is available on the StayList Service, an alternate Rental Property elsewhere which is acceptable to the Guest. Both the Host and the Guest agree that any such selection by StayList is binding. Except as set forth above, StayList is not responsible for any claims by Guests related to damages caused by Double Bookings, and disclaims any and all liability in this regard. Guest hereby releases, indemnifies, and holds harmless StayList from and against any and all liability for damages of any kind resulting from any such Double Booking. Host, too, releases, indemnifies, and holds harmless StayList from and against any and all liability for damages of any kind resulting from any such Double Booking and agrees to pay any and all judgments or settlement amounts as well as any and all costs of StayList's defense, including but not limited to court costs and attorney fees.

General Payment Terms

If StayList is unable to charge a Guest's credit card as described above, StayList may invoice the Guest for such amount and the Guest shall pay all invoiced amounts within fourteen (14) days after the date of invoice. For all amounts owed by Hosts, StayList may either deduct such amounts from any amounts due the Host or invoice the Host for such amounts and the Host shall pay all invoiced amounts within fourteen (14) days after the date of invoice. All payments must be made in U.S. dollars. Any amount that is not paid when due will accrue interest at eighteen percent (18%) per annum or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. Guest shall pay all StayList's costs of collection of any and all amounts owed by Guest (including any and all interest), including but not limited to court costs and attorney fees. Similarly, Host shall pay all StayList's costs of collection of any and all amounts owed by Host (including any and all interest), including but not limited to court costs and attorney fees.

Chargebacks

In the event of a Guest disputing a booking or a damage claim charge arising from any acts or omissions of the Host, StayList will contest the dispute on behalf of the Host. In the event of losing a chargeback, Host will be liable for the disputed funds and shall promptly refund StayList the amount paid for the disputed transaction plus a \$15 processing fee. StayList also reserves the right to collect the disputed transaction's payment from Host's future booking payments. While StayList does not currently automatically reverse disputed transaction's payment from Host's bank account, you as a Host acknowledge and agree that StayList reserves the right, in its sole discretion, to reverse disputed transaction's payment from you at the time of receiving a chargeback and that the said funds will be returned back to you once a chargeback is ruled in your favor.

5. **Accounts** *StayList Accounts* In order to use the Service, you must register for an account with StayList ("StayList Account") and provide certain information about yourself as prompted by the Site registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You may delete your StayList Account at any time, for any reason, by following the instructions on the Site. You are responsible for maintaining the confidentiality of your StayList Account login information and are fully responsible for all activities that occur under your StayList Account. You agree to immediately notify StayList of any unauthorized use, or suspected unauthorized use of your StayList Account or any other breach of security. StayList cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You may not have more than one StayList Account. *Social Networking Sites (SNS)* If you associate your StayList Account with your login credentials from a social networking site (e.g., Facebook or Twitter) ("SNS"), we may receive information about you from such SNS, in

accordance with the terms and conditions (e.g., terms of use and privacy policy) of the SNS (" SNS Terms"), and such information will be deemed User Content hereunder. We may add this information to the information we have already collected from you via the Site and Service. If you elect to share your information with these SNS, we will share information with them in accordance with your election. The SNS Terms of these SNS will apply to the information we disclose to them.

6. **User Content** *Your User Content* "User Content" means any and all information and content that a User submits to, or uses with, the Site or Services. The Site or Service may allow you to submit various User Content, e.g., Listings, pictures, floor-plans, site-maps, etc if you are a Host and reviews if you are a Host or Guest (" Reviews"). You are solely responsible for your User Content (including but not limited to your Listings and Reviews). You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by third parties, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (defined below). You may not state or imply that your User Content is in any way provided, sponsored or endorsed by StayList. Because you alone are responsible for your User Content (and not StayList), you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. StayList is not obligated to remove any Listing or User Reviews from the Site unless required by applicable Law. StayList is not obligated to backup any User Content and User Content may be deleted at anytime. You are solely responsible for creating backup copies of your User Content if you desire. You hereby warrant and represent that all of your User Content complies with the Acceptable Use Policy and does not violate any applicable law or any copyright, trademark, patent or other right of any third party. You hereby release, indemnify, and hold harmless StayList from and against any and all damage and/or liability of any kind whatsoever associated in any way with your User Content, to the greatest extent allowed under applicable law.
7. **License to User Content** You hereby grant(and you represent and warrant that you have the right to so grant) to StayList an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, solely for the purposes of including your User Content in the Site and Services. You agree to irrevocably waive (and cause to be waived) any and all claims and assertions of moral rights or attribution with respect to your User Content.
8. **Other Users** Each User is solely responsible for any and all of its User Content (e.g., Hosts are responsible for their Listings and each User is responsible for his/her/its/their Reviews). Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content. We are not required to review User Content. We make no guarantees, warranties, or endorsements regarding User Content, including the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. You use all User Content at your own risk.

9. **Acceptable Use Policy – The following sets forth StayList’s “Acceptable Use Policy”:** *Rentals/Listings* All Listings must have valid physical addresses. Only one Listing per address may be on StayList and/or the Site at a time. Hosts may not offer a Rental that the Host does not own or have permission to rent as a residential property (e.g., Hosts cannot list Rentals if the Host is serving in the capacity of a rental agent or listing agent for a third party). Hosts may not offer a Rental that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party (e.g., a property rental agreement). Hosts may not submit any Listing with false or misleading price information, or submit any Listing with a price that the Host does not intend to honor. Hosts, and not StayList, are solely responsible for compliance with any local, state, federal or other laws or regulations (collectively “Laws”), including zoning laws, fair housing laws, other laws governing rentals of residential properties, and Taxes that apply to their Listing and any and all obligations or restrictions imposed by any third parties, and the Host hereby indemnifies and holds harmless StayList therefrom to the greatest extent allowed by applicable law, including but not limited to payment of any and all judgments, settlements, fines, and any and all of StayList’s attorney fees and other costs of its defense. Users may not use the Site and Services to find a Host or Guest and then complete a booking of a Rental independent of the Site or Services (including at a competitor’s site) in order to circumvent the obligation to pay any Service Fees. You may only write a Review for a User you have interacted with on the Service and such Review must not be false. StayList reserves the right (but is not obligated) to take down any reviews on the Site that StayList, in its discretion, determine contain false statements. The aforementioned notwithstanding, You are solely responsible for the content of any and all Reviews authored by You and You hereby indemnify and hold harmless StayList from and against any and all liability associated therewith, to the greatest extent allowed by applicable law, including but not limited to payment of any and all judgments, settlements, fines, and any and all of StayList’s attorney fees and other costs of its defense.
10. **Site/App Content** As an inducement to StayList to enter into this Agreement with you, you warrant and represent that you will not to use the Site or Services with any User Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; or (c) in violation of any Laws, or obligations or restrictions imposed by any third party.*Other Restrictions* As an additional inducement to StayList to enter into this Agreement with you, you warrant and represent that you will not to use the Site or Services to:
- A. upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data;

- B. send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- C. harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent;
- D. interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or Services or violate the regulations, policies or procedures of such networks;
- E. attempt to gain unauthorized access to the Site or Services, other computer systems or networks connected to or used together with the Site or Services, through password mining or other means;
- F. harass or interfere with another user's use and enjoyment of the Site or Services;
- G. introduce software or automated agents or scripts to the Site or Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Site or Services;
- H. impersonate any person or entity or falsify or misrepresent yourself or your affiliation with any person or entity; or
- I. display, mirror, or frame the Site.

We reserve the right (but have no obligation) to review any User Content, investigate, and/or take appropriate action against you in our sole discretion (including removing or modifying your User Content, terminating your StayList Account, and/or reporting you to law enforcement authorities) if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person. You hereby indemnify and hold StayList harmless from and against any such liability to the greatest extent allowed by applicable law, including but not limited to payment of any and all judgments, settlements, and all costs of StayList's defense, including but not limited to court costs and StayList's attorney fees.

11. **Site License** Subject to the terms of this Agreement, StayList grants you a non-transferable, non-exclusive, license to use the Site and Services for your personal use. *Certain Restrictions* – The rights granted to you in this Agreement are subject to the following restrictions:
- A. you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site or Services;
 - B. you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services;
 - C. you shall not access the Site or Services in order to build a similar or competitive service; and
 - D. except as expressly stated herein, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

Any future release, update, or other addition to functionality of the Site or Services shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Site or Services content must be retained on all copies thereof.

Modification

StayList reserves the right, at any time, to modify, suspend, or discontinue the Site or Services or any part thereof with or without notice. You agree that StayList will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or Services or any part thereof, and you hereby indemnify and hold StayList harmless from and against any and all damages and liability associated with such modification, suspension, or discontinuance to the greatest extent allowed by law.

Feedback

If you provide StayList any feedback or suggestions regarding the Site or Services ("Feedback"), you hereby assign to StayList all rights in the Feedback and agree that StayList shall have the right to use such Feedback and related information in any manner it deems appropriate. StayList will treat any Feedback you provide to StayList as non-confidential and non-proprietary. You agree that you will not submit to StayList any information or ideas that you consider to be confidential or proprietary.

Ownership

Excluding your User Content (defined above), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and Services are owned by StayList or StayList's licensors. The provision of the Site and Services does not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. StayList and its suppliers reserve all rights not granted in this Agreement. The relationship of the parties shall be that of independent contractors, and no partnership is created hereby.

- 12. Indemnity** Without in any way limiting any other indemnification contained herein, you agree to indemnify and hold StayList (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Site or Services, (ii) your User Content, (iii) your Rental and Listing if you are a Host, (iv) your use of a Rental if you are a Guest, (v) your interaction with any other User, (vi) your violation of this Agreement; or (vii) your violation of applicable Laws. StayList reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the

prior written consent of StayList. StayList will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. You agree to pay any and all judgments and/or settlements against StayList as well as all costs of StayList's defense including but not limited to StayList's attorney fees.

13. **Third Party Sites & Ads** The Site might contain links to third party websites, services, and advertisements for third parties (collectively, "Third Party Sites & Ads"). Such Third Party Sites & Ads are not under the control of StayList and StayList is not responsible for any Third Party Sites & Ads. StayList provides these Third Party Sites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites & Ads. You use all Third Party Sites & Ads at your own risk. When you link to a Third Party Site & Ad, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Sites & Ads. *Travel Insurance.* StayList does not provide any travel insurance. The Site facilitates purchasing travel insurance from third party insurance providers. Any travel insurance you purchase from a third party insurance provider is between you and the third party insurance provider. *Third Party Rental Sites.* You may elect to have your Guest request from certain third party rental sites (e.g., Airbnb at www.airbnb.com) forwarded to StayList. If you do so, StayList will respond to the Guest request on your behalf. You may also elect to have StayList sync up the reservation calendars on the StayList Site and such rental sites. For the avoidance of doubt, such rental sites are Third Party Sites & Ads.
14. **Term and Termination** Subject to this Section, this Agreement will remain in full force and effect while you use the Site or Services. We may:
 - A. suspend your rights to use the Site and/or Services (including your StayList Account) and/or
 - B. terminate this Agreement, at any time for any reason at our sole discretion, including for any use of the Site or Services in violation of this Agreement. Upon termination of this Agreement, we will promptly pay Hosts any amounts we reasonably determine we owe such Hosts hereunder and Guests will remain liable for any amounts such Guests owes hereunder. Upon termination of this Agreement, your StayList Account and right to access and use the Site and Services will terminate immediately. You understand that any termination of your StayList Account may involve deletion of your User Content associated therewith from our live databases; however we reserve the right to continue to use your User Content. StayList will not have any liability whatsoever to you for any termination of this Agreement, including but not limited to liability for termination of your StayList Account or deletion of your User Content. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 6, 8, 9, 10, 11, 12, 13, 14 15 & 18.
15. **Disclaimers** THE SITE AND SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND WE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL

WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE OR SERVICES:

- A. WILL MEET YOUR REQUIREMENTS;

- B. WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS;

- C. WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE, AND WE DISCLAIM THE SAME.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO, TO THE EXTENT SUCH JURSDICTION'S LAW MAY APPLY, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

16. Limitation on Liability IN NO EVENT SHALL WE (AND OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR (AND OUR SUPPLIERS') LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF:

- A. FIFTY US DOLLARS (\$50);

- B. OR AMOUNTS YOU HAVE PAID STAYLIST IN THE PRIOR 12 MONTHS (IF ANY).

THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO, TO THE EXTENT SUCH JURSDICTION'S LAW MAY APPLY, THE ABOVE LIMITATION OR EXCLUSION

MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION, TO THE EXTENT THE LAWS OF SUCH JURISDICTIONS APPLY.

17. **Copyright Policy** StayList respects the intellectual property of others and asks that users of our Site and Services do the same. In connection with our Site and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our on-line Site and Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our Users is, through the use of our Site and Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:
- A. Your physical or electronic signature;
 - B. Identification of the copyrighted work(s) that you claim to have been infringed;
 - C. Identification of the material on our services that you claim is infringing and that you request us to remove;
 - D. Sufficient information to permit us to locate such material;
 - E. Your address, telephone number, and e-mail address;
 - F. A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
 - G. A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for StayList is

Staylist.com

Attention: Support

Address: 500 Ebenezer Rd, Knoxville TN 37923

Email: support@staylist.com

18. General

Changes to Terms of Use. This Agreement is subject to occasional revision, and if we make any substantial changes, we may (but are not required to) notify you by sending you an e-mail to the last e-mail address you provided to us (if any) and/or by prominently posting notice of the changes on our Site. Any changes to this agreement will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site or Services. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of our Site or Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.

19. **Dispute Resolution** PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

- A. Except for either party's claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret, any and all disputes between you and StayList arising under or related in any way to this Agreement, must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of any of the StayList Site and Services.
- B. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND STAYLIST ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND STAYLIST AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.
- C. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association ("AAA"), as modified by this section. Each party shall choose an arbitrator and the two arbitrators shall choose a third arbitrator. The arbitration, including any and all hearings, shall take place in Knox County, Tennessee. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and StayList must abide by the following rules:
 - I. the arbitration shall be conducted solely based on written submissions; and
 - II. the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place

in Knox County, Tennessee (as must any other arbitration hearing hereunder).

- D. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state courts located in Knox County, Tennessee or federal courts located in Eastern District of Tennessee. Claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall be exclusively brought in the state courts located in Knox County, Tennessee and federal courts located in Eastern District of Tennessee.
 - E. This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the State of Tennessee, USA without giving effect to any law that would result in the application of the law of another jurisdiction.
20. **Entire Agreement** This Agreement constitutes the entire agreement between you and us regarding the use of the Site and Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means including without limitation. The provisions of this Agreement are severable. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to StayList is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without StayList's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.
21. **Copyright/Trademark Information** Copyright ©2021, Staylist.com All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.