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General Agreement

1. Preliminary

- 1.1. PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
- 1.2. IN PARTICULAR, HOSTS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE CITIES AND/OR COUNTRIES. SOME CITIES AND/OR COUNTRIES HAVE LAWS THAT RESTRICT THEIR ABILITY TO HOST PAYING GUESTS FOR SHORT PERIODS. THESE LAWS ARE OFTEN PART OF A CITY'S ZONING OR ADMINISTRATIVE CODES. IN MANY CITIES, HOSTS MUST REGISTER, GET A PERMIT, OR OBTAIN A LICENSE BEFORE LISTING A PROPERTY OR ACCEPTING GUESTS. CERTAIN TYPES OF SHORT-TERM BOOKINGS MAY BE PROHIBITED ALTOGETHER. LOCAL GOVERNMENTS VARY GREATLY IN HOW THEY ENFORCE THESE LAWS. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. HOSTS SHOULD REVIEW LOCAL LAWS BEFORE LISTING A SPACE ON NEVERBEEN.
- 1.3. Please note that regardless of your place of your Home your use of the Platform will include legal relations always and only with the Provider.
- 1.4. Neverbeen (hereafter referred to as "Provider", "we", "us", or "our") provides online tools and services that connect Hosts who have Homes to rent with Guests seeking to rent such Homes (collectively, the "Services"). These Services are accessible at www.neverbeen.com and other websites, including third party websites, through which Provider makes the Services available, and as an application for mobile devices (the "Application"), collectively, the "Platform".
- 1.5. By using the Platform, you agree to comply with and be legally bound by the terms and conditions of this General Agreement ("Agreement" or "Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Platform and Services and all Collective Content (defined below), and constitute a binding legal agreement between you and Provider.
- 1.6. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Platform or Services. Failure to use the Platform and Services in accordance with these Terms may subject you to civil and criminal penalties.



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- 1.7. THE PLATFORM AND SERVICES COMPRISE A FACILITY THROUGH WHICH LISTINGS (DEFINED BELOW) FOR HOMES (DEFINED BELOW) MAY BE CREATED BY AND/OR ON BEHALF OF HOSTS (DEFINED BELOW) AND THROUGH WHICH GUESTS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK HOMES WITH THE HOSTS. YOU UNDERSTAND AND AGREE THAT PROVIDER IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOSTS AND GUESTS, NOR IS PROVIDER A REAL ESTATE BROKER, AGENT OR INSURER. PROVIDER HAS NO CONTROL OVER THE CONDUCT OF HOSTS, GUESTS AND OTHER USERS OF THE PLATFORM AND SERVICES OR ANY HOMES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

2. Definitions

- 2.1. "Content" means text, graphics, images, maps, music, software (excluding the Platform), audio, video, information or other materials.
- 2.2. "Provider Content" means all Content that Provider makes available through the Platform or Services, including any Content licensed from a third party, but excluding Member Content.
- 2.3. "Member Content" means all Content that Member makes available through the Platform or Services.
- 2.4. "Collective Content" means all Provider Content, Member Content and Intermediary Content combined.
- 2.5. "Content Services" refers to the creation of Content by Provider on behalf of Hosts, including, but not exclusively, Listings, social media posts, blog posts and written articles.
- 2.6. "Communication Services" refers to the intermediary communications that Provider has with Guests and Hosts, on behalf of Guests and Hosts, be it via mail, phone, email, social media or other communication methods, in order to facilitate bookings.
- 2.7. "Booking Request Period" means the time period starting from the time when a booking is requested by a Guest (as determined by Provider in its sole discretion), within which a Host may decide whether to confirm or reject that booking request, as stated on the Platform or Services. Different Booking Request Periods may apply in different places.
- 2.8. "Guest" means a Member who requests from a Host a booking of a Home via the Platform or Services, or a Member who stays at a Home and is not the Host for such Home.



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- 2.9 “Host” means a Member who creates a Listing via the Platform and Services and/or authorizes Provider to create such Listing on his/her behalf.
- 2.10 “Listing” means the digital representation of a Home that is created by and/or on behalf of a Host as available for rental via the Platform and Services.
- 2.11 “Factsheet” means the list of information about a specific Host and his/her Home, which includes names, addresses, amenities and fees.
- 2.12 “Member” means a person who agrees to this Agreement and/or completes Provider’s account registration process, including but not limited to Hosts and Guests, as described under “Account Registration” below.
- 2.13 Certain areas of the Platform (and your access to, or use of, certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Platform, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Platform, Services, or Collective Content.
- 2.14 YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE PLATFORM OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE PLATFORM, OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE PLATFORM. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE PLATFORM OR SERVICES. PLEASE NOTE THAT BY SIGNING THE SERVICE AGREEMENT YOU AUTOMATICALLY ACCEPT THESE TERMS.
- 2.15 If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

3. Modifications, Eligibility and Modus Operandi

- 3.1. Provider reserves the right, at its sole discretion, to modify the Platform or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Platform or provide you with notice of the modification. We will also update the “Last Updated Date” at the top of these Terms. By continuing to access or use the Platform or Services after we have posted a modification on the Platform or via the Application or have provided you with notice of a modification, you are indicating



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- that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Platform and Services.
- 3.2. The Platform and Services are intended solely for persons who are 18 or older. Any access to or use of the Platform or Services by anyone under 18 is expressly prohibited. By accessing or using the Platform or Services you represent and warrant that you are 18 or older.
 - 3.3. The Platform and Services can be used to facilitate the listing and booking of residential and other properties ("Homes"). Such Homes are included in Listings on the Platform and Services by Hosts. You may view Listings as an unregistered visitor to the Platform and Services; however, if you wish to book a Home or create a Listing, you must first register to create an Account (defined below) or do so via a third party through which booking of Homes is made possible by Provider.
 - 3.4. As stated above, the Platform and Services comprise an online facility through which listings for Homes may be created by and/or on behalf of Hosts and through which Guests may learn about and book Homes with the Hosts. Provider is not an owner or operator of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Homes, nor is it a provider of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Homes and Provider does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or accommodations or transportation or travel services: the Provider acts only as an intermediary as being described and regulated hereby.
 - 3.5. Please note that the Provider acts solely and primarily as an intermediary between Guests and Hosts, on behalf of Hosts.
 - 3.6. Unless explicitly specified otherwise in by Provider, Provider's responsibilities are limited to: (i) Payment Services: serving as the limited payment collection agent of each Host for the purpose of accepting payments from Guests on behalf of the Host and (ii) Platform Services: facilitating the availability of the Platform, Application and Services and (iii) Content Services: creating, updating and publishing Content on behalf of Hosts and (iv) Communication Services: interacting with Guests and Hosts on behalf of Hosts.
 - 3.7. PLEASE NOTE THAT, AS STATED ABOVE, THE PLATFORM AND SERVICES ARE INTENDED TO BE USED TO FACILITATE HOSTS AND GUESTS CONNECTING AND BOOKING HOMES WITH EACH OTHER DIRECTLY AND INDIRECTLY, THROUGH THE MEANS AND INVOLVEMENT OF THE PROVIDER.
 - 3.8. BY AGREEING WITH THESE TERMS, MEMBERS ACKNOWLEDGE THAT PROVIDER CANNOT AND DOES NOT CONTROL THE ACCURACY OF THE COMMUNICATIONS REGARDING ANY LISTING AND OF THE CONTENT CONTAINED IN ANY LISTING, NOR CAN AND DOES IT CONTROL THE CONDITION, LEGALITY OR SUITABILITY OF ANY HOME. PROVIDER IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY



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RELATED TO ANY AND ALL LISTINGS AND HOMES. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE GUEST'S OWN RISK.

4. Accounts, Listings and Endorsement

- 4.1. In order to access certain features of the Platform, and to book a Home or create a Listing, you must register to create an Account and become a Member. As a Host, you may register to join the Services directly via the Platform or via direct interaction with our staff members.
- 4.2. We will create your Account for your use of the Platform and Application based upon the personal information you provide to us. You may not have more than one (1) active Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. If you are a Host, you must inform the Provider within twenty four (24) hours of any changes with regards to the information as mentioned in the Factsheet. Provider reserves the right to suspend or terminate your Account and your access to the Platform and Services if you create more than one (1) Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Provider of any unauthorized use of your Account.
- 4.3. As a Host, you may terminate your account and/or Listing(s) at any given moment, for any reason, under the following conditions: (i) at the moment of cancellation no arrangements with Guests should be active including Guests who are already staying at your Home(s), (ii) if some arrangements are still active at the moment the Host wants to cancel his/her Account and/or Listing(s), then cancellation terms apply (iii) at the moment of cancellation, no financial or any other issues are to exist between the Host and the Provider.
- 4.4. This General Agreement will be terminated automatically when either one of two types of cases occur, which cause the Provider to be unable to provide the Services: (i) The cases, which could not be prevented or avoided despite the greatest care and attention such as when the Provider becomes permanently incapable of executing the obligations from this Agreement for justified reasons (natural disasters, death, illness, and similar events), (ii) In case of termination of business activities of the Provider due to bankruptcy or other legal circumstances.



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- 4.5 For the purpose of non-automatic termination of this General Agreement, written notification is obligatory, be it in written (paper), electronic (e-mail) or digital (directly via Platform) form.
- 4.6 As a Member, you may request Provider to create (a) Listing(s). To create a Listing, you will be asked a variety of questions about the Home to be listed, including, but not limited to, the location, capacity, size, features, and availability of the Home and pricing and related rules and financial terms. In order to be featured in Listings via the Platform and Services, all Homes must have valid physical addresses. Listings will be made publicly available via the Platform and Services. Other Members will be able to book your Home via the Platform, and Services based upon the information provided in your Listing. You understand and agree that once a Guest requests a booking of your Home, you may not request the Guest to pay a higher price than in the booking request.
- 4.7 You represent and warrant that any Listings that are published on behalf of you, or the booking of a Home, or a Guest's stay at a Home that is listed on behalf of you (i) will not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, lease or rental agreements, and (ii) will (a) be in compliance with all applicable laws (such as zoning laws and laws governing rentals of residential and other properties), Tax requirements, and rules and regulations that may apply to any Home included in a Listing that is posted on behalf of you (including having all required permits, licenses, and registrations and approval of relevant local authorities), and (b) not conflict with the rights of third parties. Please note that Provider assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Provider reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Provider, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Platform or Services.
- 4.8 If you are a Host, you understand and agree that Provider does not act as an insurer or as your contracting agent. If a Guest requests a booking of your Home and stays at your Home, any agreement you enter into with such Guest is between you and the Guest and Provider is not a party thereto. Notwithstanding the foregoing, Provider serves a) as the provider of the Platform via which your Home is listed, b) as the limited authorized payment collection agent of the Host for the purpose of accepting, on behalf of the Host, payments from Guests of such amounts stipulated by the Host (including cleaning or other fees and/or Taxes), c) as the creator of the Listing that is posted on behalf of you and d) as the intermediary in terms of communication between you and your Guests (except face-to-face communication).



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- 4.9 When you (authorize Provider to) create a Listing, you may choose to include certain requirements which must be met by the Members who are eligible to request a booking of your Home, including, but not limited to, requiring Members to have a profile picture or verified phone number, in order to book your Home. Any Member wishing to book Homes included in Listings with such requirements must meet these requirements. Provider may subject your requirement(s) to legal review and is not obligated to accept the inclusion of your requirement(s) as part of the Listing.
- 4.11 If you are a Host, Provider may make certain information and tools available to you to help you to make informed decisions about which Members you choose to confirm for booking for your Home. You acknowledge and agree that, as a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Home at your request or invitation, excluding the Guest (and the individuals the Guest invites to the Home, if applicable.)
- 4.12 Provider recommends that Hosts obtain appropriate insurance for their Homes. Please review any insurance policy that you may have for your Home carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest invites to the Home, if applicable) while at your Home.
- 4.13 Provider may offer Hosts the option of having photographers take photographs of their Homes. If you as a Host choose to have a photographer do this, the photographs taken will be made available to you to include in your Listing with a watermark or tag bearing the words "neverbeen.com Verified Photo" or similar wording ("Verified Images"). All images, materials and content created by these photographers provided by Provider Verified Images, constitute Provider Content, regardless of whether you include them in your Listing.
- 4.14 Provider does not endorse any Member or any Home. You understand that Verified Images are intended only to indicate a photographic representation of the Home at the time the photograph was taken. Verified Images are therefore not an endorsement by Provider of any Member or any Home. Members are required by these Terms to provide accurate information, and although Provider may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.
- 4.15 Any references in the Platform or Services to a Member being "verified" or "connected" or "visited" or "met with" (or similar language) only indicate that the Member has completed a relevant verification process, and does not represent



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anything else. Any such description is not an endorsement, certification or guarantee by Provider about any Member, including of the Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Platform and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to stay with a Host or to accept a booking request from a Guest, or to have any other interaction with any other Member. Host Guarantee Terms and Conditions will probably be omitted initially, meaning that we take no responsibility for any damages caused to either party. We are not responsible for any damage or harm resulting from your interactions with other Members.

- 4.16 By using the Platform or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Provider with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Platform and Services regarding any bookings or Listings made by you. This limitation shall not apply to any claim by a Host against Provider regarding the remittance of payments received from a Guest by Provider on behalf of a Host, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

5. Booking and Finances

- 5.1. "Host Fee" means the amount that is due and payable to the Host by a Guest in exchange for that Guest's stay in a Home. The Host alone, and not Provider, determines this amount. The Host may in his or her sole discretion decide to include in this amount (i) a cleaning fee or any other fee permitted on the Provider platform, or (ii) Taxes that the Host determines that he or she has to collect.
- 5.2. "Service Fee" means the fee that is due and payable to the Provider by a Guest for the use of its Platform and Services, which is calculated, in the sole discretion of the Provider, as a percentage of the applicable Host Fee or a flat fee in addition to the Host Fee. Should the Provider decide to apply a negative Service Fee (a "Discount"), then the Host Fee as mentioned in the Factsheet is still due.
- 5.3. "Total Fee" means the sum of the Host Fee and the Guest Fee (plus any Taxes in respect of Guest Fees, such as VAT in Europe).



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- 5.4. "Payment Fees" means all additional fees charged by Payment Service Providers, Credit card Companies, Banks, and other entities other than Provider who charge for payment services delivered. This includes costs of currency fluctuations, currency conversion, credit card fees, and (inter)national banking transfer costs that are charged for transfers from Guests to Provider and from Provider to Hosts, et vice versa.
- 5.5. If you are a Host and a booking is requested for your Home via the Platform and Services, you will be required to either confirm or reject the booking request within the Booking Request Period of 24 hours, otherwise the booking request may be automatically cancelled.
- 5.6. If you are unable to confirm or decide to reject a booking request within the Booking Request Period, any amounts collected by Provider for the requested booking may be refunded to the applicable Guest's credit card and any pre-authorization of such credit card may be released. When you confirm a booking requested by a Guest, Provider will send you an email, text message or message via the Application confirming such booking.
- 5.7. Provider will collect the Total Fee at the time of booking confirmation (i.e. when the Host confirms the booking request) and will initiate payment of the Host Fee (less any Taxes in respect of the Host Fee, such as VAT in Europe) to the Host within 5 workdays of when the Guest arrives at the applicable Home (except to the extent that a refund is due to the Guest), UNLESS BOOKING IS DONE VIA A THIRD PARTY IN WHICH PAYMENT WILL BE INITIATED WITHIN 10 WORKDAYS AFTER THE MONEY HAS BEEN MADE AVAILABLE TO PROVIDER BY THE THIRD PARTY. The time it takes for the Host to receive payouts and the actual net amount that is received by the Host may depend upon the method for receiving payouts associated to the host. Some methods involve the use of third-party payment processors, who may impose their own additional procedures and charges for the use of their services on the Host, including by deducting their charges from the payout amount.
- 5.8. If you owe or agree to pay any amount to Provider (whether as a result of your bookings or actions as a Guest or otherwise), then Provider may (but is not obliged to) withhold the amount owing to Provider from any payout amounts due to you as a Host, and use the withheld amount to set off the amount owed by you to Provider. If Provider does so, then your obligation to pay Provider will be extinguished to the extent of the amount withheld by Provider, and Provider will cease to owe to you any obligations (including, but not limited to, any obligation to pay you) with respect to the amount withheld.
- 5.9. Each Host hereby appoints Provider as the Host's limited payment collection agent solely for the purpose of accepting the Host Fee from Guests.



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- 5.10. Each Host agrees that a payment made by a Guest through Provider and/or third party website operated by Provider on behalf of host shall be considered the same as a payment made directly to the Host, and the Host will make the Home available to the Guest in the agreed-upon manner as if the Host has received the Host Fee. Each Host agrees that Provider may, in accordance with the cancellation policy (i) permit the Guest to cancel the booking and (ii) refund to the Guest that portion of the Host Fee specified in the applicable cancellation policy. Each Host understands that as Provider accepts payments from Guests as the Host's limited payment collection agent, Provider's obligation to pay the Host is subject to and conditional upon Provider successfully receiving the payments from Guests. Provider does not guarantee payments to Hosts for amounts that have not been successfully received from Guests. In accepting appointment as the limited authorized agent of the Host, Provider assumes no liability for any acts or omissions of the Host.
- 5.11. Please note that Provider does not currently charge fees for the creation of Listings. However, you as a Host acknowledge and agree that Provider reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings. Please note that Provider will provide notice of any Listing fee collection via the Platform and Services, prior to implementing such a Listing fee feature.
- 5.12. The Host, not Provider, is solely responsible for honoring any confirmed bookings and making available any Homes reserved through the Platform and Services. If you, as a Guest, choose to enter into a transaction with a Host for the booking of an Home, you agree and understand that you will be required to enter into an agreement with the Host and you agree to accept any terms, conditions, rules and restrictions associated with such Home imposed by the Host. You acknowledge and agree that you, and not Provider, will be responsible for performing the obligations of any such agreements, that Provider is not a party to such agreements, and that, with the exception of its payment obligations hereunder, Provider disclaims all liability arising from or related to any such agreements.
- 5.13. As a Guest, you acknowledge and agree that, notwithstanding the fact that Provider is not a party to the agreement between you and the Host, Provider (i) acts as the Host's payment collection agent for the limited purpose of accepting payments from you on behalf of the Host and (ii) acts as provider of the Platform that makes Home Listings accessible to Guest (iii) acts as mediator of Communication between Guests and Hosts on behalf of the Host and (iv) acts as creator of Content on behalf on Host, all of which (i, ii, iii and iv) are approved by and therefore the sole responsibility of the Host. Upon your payment of the Total Fees to Provider, your payment obligation to the Host for the Host Fee is extinguished, and Provider is responsible for remitting the Host Fee (less any Taxes in respect of the Host Fee, such as VAT in Europe), in the manner described in these



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Terms. In the event that Provider does not remit any such amounts as described in these Terms, such Host will have recourse only against Provider.

- 5.14. The Total Fee payable will be displayed to a Guest before the Guest sends a booking request to a Host. As noted above, the Host is required to either confirm or reject the booking request within the Booking Request Period, otherwise the requested booking may be cancelled. If a requested booking is cancelled (i.e. not confirmed by the applicable Host), any amounts collected by Provider will be refunded to such Guest, depending on the selections the Guest makes via the Platform and Application, and any pre-authorization of such Guest's credit card will be released, if applicable.
- 5.15. You as a Guest agree to pay Provider the Total Fee for any booking requested in connection with your Account if such requested bookings are confirmed by the applicable Host. In order to establish a booking pending the applicable Host's confirmation of your requested booking, you understand and agree that Provider, on behalf of the Host, reserves the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the Total fees or (ii) charge your credit card a nominal amount, not to exceed one dollar (\$1), or a similar sum in the currency in which you are transacting (e.g. one euro or one British pound), to verify your credit card. Once Provider receives confirmation of your booking from the applicable Host, Provider will collect the Total Fees in accordance with these Terms and the pricing terms set forth in the applicable Listing. Please note that Provider cannot control any fees that may be charged to a Guest by his or her bank related to Provider's collection of the Total Fees, and Provider disclaims all liability in this regard.
- 5.16. In connection with your requested booking, you will be asked to provide customary billing information such as name, billing address and credit card information either to Provider or its third-party payment processor. You agree to pay Provider for any confirmed bookings made in connection with your Host Account in accordance with these Terms by one of the methods described on the Platform or Application, e.g. by PayPal or credit card. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by Provider or indirectly, via a third-party online payment processor or by one of the payment methods described on the Platform or Application. You also authorize Provider to charge your credit card in the event of damage caused at a Home as contemplated under "Damage to Homes" below and for Security Deposits, if applicable. If you are directed to Provider'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. Once your confirmed booking transaction is complete you will receive a confirmation email summarizing your confirmed booking.



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6. Other Booking and Financial Terms

6.1. If, as a Guest, you cancel your requested booking before the requested booking is confirmed by a Host, Provider will cancel any pre-authorization to your credit card and/or refund any nominal amounts charged to your credit card in connection with the requested booking within a commercially reasonable time. If, as a Guest, you wish to cancel a confirmed booking made via the Platform and Services, either prior to or after arriving at the Home, the cancellation policy mentioned below will apply.

- 50% refund of the Host Fee up until 1 week prior to formal check-in time (15:00 local time).
- The Service Fee is non-refundable and neither are Payment Fees.
- If there is a complaint from either party, notice must be given to Neverbeen within 24 hours after check-in.
- Neverbeen will mediate when necessary, and has the final say in all disputes.
- A reservation is officially cancelled when the guest clicks the cancellation button on the cancellation confirmation page or receives confirmation of cancellation via email.
- Cancellation policies may be superseded by the other policies, such as safety cancellations, or extenuating circumstances.

Example: For a 50% refund, cancellation must be made seven full days prior to listing's local check in time (or noon if not specified) on the day of check in, otherwise no refund. For example, if check-in is on Friday, cancel by Friday of the previous week before check in time. If the Guest cancels less than 7 days in advance, the nights not spent are not refunded. If the Guest arrives and decides to leave early, the nights not spent are not refunded.

6.2. If a Host cancels a confirmed booking made via the Platform and Services, (i) Provider will refund the Total Fees for such booking to the applicable Guest within a commercially reasonable time of the cancellation and (ii) the Guest will receive an email or other communication from Provider containing alternative Listings and other related information. If the Guest requests a booking from one of the alternative Listings and the Host associated with such alternative Listing confirms the Guest's requested booking, then the Guest agrees to pay Provider the Total Fees relating to the confirmed booking for the Home in the alternative Listing, in accordance with these Terms. If a Host cancelled a confirmed booking and you, as a Guest, have not received an email or other communication from Provider, please contact Provider at neverbeen@neverbeen.com.



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- 6.3. If, as a Host, you cancel a confirmed booking, Provider may, in its sole discretion, apply penalties or consequences to you or your Listing, including (i) publishing a review on your Listing indicating that a reservation was cancelled, and/or (ii) keeping the calendar for your Listing unavailable or blocked for the dates of the cancelled booking, and/or (iii) imposing a cancellation fee equal to the relevant Service Fee (to be withheld from your future payouts), and/or (iv) removing your Listing from the Platform for as long as Provider sees fit.
- 6.4. In certain circumstances, Provider may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed booking made via the Platform and Services. This may be the case for extenuating circumstances or for any other reason. Provider may also determine, in its sole discretion, to refund to the Guest part or all of the amounts charged to the Guest, if Guest provides reasonable proof that the Host is providing or has provided insufficient or incomplete access to the accommodation, its amenities or any other part of the confirmed booking. You agree that Provider and the relevant Guest or Host will not have any liability for such cancellations or refunds. In case a confirmed booking is cancelled due to *vis major*, Host and Guest split the refund of the Host Fee 50/50, and Guest and Provider split the Service Fee 50/50. Payment Fees are never refundable.
- 6.5. Provider may, in its sole discretion, round up or round down amounts that are payable from or to Guests or Hosts to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro or other supported currency); for example, Provider will round up an amount of \$101.50 to \$102.00, and \$101.49 to \$101.00.
- 6.6. Some currencies are denominated in large numbers. In those cases, Provider may determine the functional base unit in which those currencies are denominated to be 10, 100 or 1,000 of the currency; the corresponding examples for such currencies would be for Provider to round up an amount of 1,045 up to 1,050 and 1,044 down to 1,040, or 35,450 up to 35,500 and 35,449 down to 35,400, or 837,500 up to 838,000 and 837,499 down to 837,000.
- 6.7. We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.
- 6.8. Some Hosts may pledge to donate a portion of the funds they receive from confirmed bookings made via the Platform and Services to a particular cause or charity. We do not take any responsibility or liability for whether the Host does in fact make the donation he or she pledged to make. In such cases, the Host in question is responsible for his or her own compliance with all laws and regulations applicable to such pledges and/or fund-raising.



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- 6.9. Tax regulations may require us to collect appropriate tax information from our Hosts, or to withhold taxes from payouts to Hosts, or both. You as a Host are solely responsible for keeping the information in your tax forms current, complete and accurate. If you as a Host fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold payments to you. We reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.
- 6.10. You as a Host understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Listings. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. Provider cannot and does not offer Tax-related advice to any Members.
- 6.11. Where applicable, or based upon request from a Host, Provider may issue a valid VAT invoice to such Host.
- 6.12. You understand and acknowledge that appropriate governmental agencies, departments or authorities (the "Tax Authority") where your Home is located may require Taxes to be collected by Hosts from Guests on the amount paid for the right to use and/or occupancy of Homes, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these taxes are generally required to be collected and remitted as a percentage of the rent or Host Fee set by Hosts, 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" (hereafter, "Occupancy Taxes").
- 6.13. In certain jurisdictions, Provider may decide in its sole discretion to facilitate collection and remittance of Occupancy Taxes from Guests on behalf of and in-lieu of Hosts, if such tax jurisdiction asserts Provider or Hosts have a tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate collection and remittance of Occupancy Taxes, whether you are a Guest or Host you hereby instruct and authorize Provider to collect Occupancy Taxes from Guests on behalf of and in lieu of Hosts at the time Host Fee are collected, and to remit such Occupancy Taxes to the Tax Authority. When Provider facilitates collection or remittance of Occupancy Taxes in a jurisdiction for the first time, Provider will provide notice to existing Hosts with Listings for Homes in such jurisdictions. The amount of Occupancy Taxes collected and remitted through facilitation by Provider, if any, will be visible to and separately stated to both Guests and Hosts on their respective transaction documents. Guests and Hosts agree that in any jurisdiction where Provider facilitates collection and remittance of Occupancy Taxes on behalf of and lieu of Hosts, such Hosts are not permitted to also collect and/or remit such taxes on any portion of the Host Fee. Hosts and



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Guests acknowledge and agree that in some jurisdictions, Provider may not be able to facilitate collection and remittance of Occupancy Taxes. In any jurisdiction in which we have not provided notice of, or are not facilitating collection and remittance of Occupancy Taxes to the Tax Authority in your jurisdiction, Hosts and Guests remain solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Homes. For any jurisdiction in which we facilitate collection and remittance of Occupancy Taxes, Hosts and Guests expressly grant us permission to transfer data and other information relating to Occupancy Taxes, if any, collected and remitted relating to your transactions.

- 6.14. Whether you are a Guest of Host, you agree that any claim or cause of action relating to collection and remittance of Taxes shall not extend to any supplier or vendor that may be used by Provider in connection with collection and remittance of Occupancy Taxes, if any. Guests and Hosts agree that we may seek additional amounts from you in the event that the Taxes collected or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Occupancy Taxes collected is a refund of Occupancy Taxes collected by Provider from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.
- 6.15. As a Guest, you are responsible for leaving the Home in the condition it was in when you arrived. You acknowledge and agree that, as a Guest, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Home. In the event that a Host claims otherwise and provides evidence of damage, including but not limited to photographs, you agree to pay the cost of replacing the damaged items with equivalent items. After being notified of the claim and given forty eight (48) hours to respond, the payment will be charged to and taken from the credit card on file in your Provider Account. Provider also reserves the right to charge the credit card on file in your Provider Account, or otherwise collect payment from you and pursue any avenues available to Provider in this regard, including using Security Deposits, in situations in which you have been determined, in Provider's sole discretion, to have damaged any Home, including, but not limited to, in relation to any payment requests made by Hosts under the Provider Host Guarantee, and in relation to any payments made by Provider to Hosts. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any damage to the Home to the applicable Host or to Provider (if applicable).
- 6.16. Both Guests and Hosts agree to cooperate with and assist Provider in good faith, and to provide Provider with such information and take such actions as may be reasonably requested by Provider, in connection with any complaints or claims made by Members relating to Homes or any personal or other property located at a Home or with respect to any investigation undertaken by Provider or a



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representative of Provider regarding use or abuse of the Platform or the Services. If you are a Guest, upon Provider's reasonable request, and to the extent you are reasonably able to do so, you agree to participate in mediation or similar resolution process with a Host, at no cost to you, which process will be conducted by Provider or a third party selected by Provider.

- 6.17. If you are a Guest, you understand and agree that Provider reserves the right, in its sole discretion, to make a claim under your homeowner's, renter's or other insurance policy related to any damage or loss that you may have caused or been responsible for or to an Home or any personal or other property located at an Home (including without limitation amounts paid by Provider under the Provider Host Guarantee). You agree to cooperate with and assist Provider in good faith, and to provide Provider with such information as may be reasonably requested by Provider, in order to make a claim under your homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as Provider may reasonably request to assist Provider in accomplishing the foregoing.

7. Foreign Currency

- 7.1. Although the Provider platform allows users to view the price of Listings and pay for Bookings in US dollars only, Provider's online platform facilitates bookings between Guests and Hosts who may live in geographical locations with different currencies, which may require foreign currency conversions to accommodate these differing currency currencies.
- 7.2. Provider is not liable for currency conversion costs paid to make or receive payments to and from Guests and Hosts. For instance, if a Guest pays a total of \$100 to us and we initiate a transfer of a Home Fee of US\$80 to a Host, then we are not liable if the Hosts ultimately receives the equivalent of US\$78 in Sri Lankan Rupees in his account due to currency conversion charges.
- 7.4. Each foreign currency conversion is processed at a foreign currency conversion rate by the bank that Hosts and Guests use to make or receive payments. This rate generally refers to the amount of one currency that must be paid to buy a certain amount of another currency at a given time. For example, if it costs US\$125.00 to buy €100.00, the currency conversion rate of US dollars to Euros would be 1.25, and the currency conversion rate from Euros to US dollars would be 0.8. Currency conversion rates will vary from time to time. As mentioned before, Provider is not liable for the costs of these conversions.
- 7.5. "Display Currency" means the currency in which users view listing prices on the Provider platform.



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- 7.6. “Booking Currency” means the currency in which a Guest has to pay for his or her booking. At the time the Guest submits a booking request, the Provider platform will select the Booking Currency, based on the Guest’s country of origin and the payment methods available for that country.
- 7.7. “Listing Currency” means the currency in which a Listing’s price is set. The Listing Currency is set by the Provider.
- 7.8. “Payout Currency” means the currency in which a Host’s payout will be paid to the Host. The Payout Currency is set by the Provider and is inherent to the type of bank account that was provided to Provider.
- 7.9. “Base Exchange Rate” means a system-wide rate used by Provider for foreign currency conversion that is in effect at the time the foreign currency conversion is processed, and does not include any fee or mark-up by Provider. Provider establishes the Base Exchange Rate using the Buying Rate published by the website of Central Bank of the country in which the Host’s bank branch is located. For example, see [this website](#).
- 7.10. “Adjusted Exchange Rate” means a rate for foreign currency conversion that is calculated by adding a mark-up to the Base Exchange Rate. This mark-up represents a charge imposed by Provider for its holding costs and foreign currency risks.
- 7.11. If the Payout Currency is different from the Listing Currency when Provider initiates a payout: generally, Provider will calculate the payout to the Host, by applying the Base Exchange Rate on the date that Provider initiates the payout to the Host Fee (less Provider’s Host Fee and any Taxes in respect of the Host Fee, such as VAT in Europe) in the Listing Currency. In some cases where the payout method selected by the Host involves certain third-party payment processors (such as Western Union), (i) Provider will send the payout amount to the processor in a major currency (e.g. US dollars), by applying the relevant Base Exchange Rate for the Listing Currency to that major currency, (ii) the Host will be able to view the payout amount sent by Provider in that major currency in his or her transaction history in the Platform or Application, and (iii) the processor will calculate the actual payout to the Host by applying its own foreign currency conversion rate for that major currency to the Payout Currency.
- 7.13. When a confirmed booking is modified or cancelled, and there had been a foreign currency conversion when the booking was submitted: the foreign currency conversion for any additional payments required of the Guest or any refund to the Guest will be processed at the same rate as applied to the earlier payment by the Guest.
- 7.14. Please note that your payment company (for example, your credit or bank card issuer) will use a currency conversion rate for and may impose a currency conversion fee on your payment or payout, if your card or bank account is



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denominated in a currency that is different from the Booking Currency or the Payout Currency respectively. Similarly, third-party payment processors may also use a currency conversion rate for or impose a currency conversion fee on your payment or payout. All of these currency conversion rates and fees are not controlled by or known to Provider.

8. Third party websites

- 8.1 The third party websites that the Host agreed to in the Factsheet may be used exclusively by The Provider and no other parties, nor the Host him/herself, in relation to our Services, according to this Agreement. Please note that these third party websites will in some cases use other domain extensions than .com, such as national domain extensions, to which the exact same terms apply. You are strongly advised to inform yourself about the Terms and Conditions associated with the relevant third party websites and applications. They may differ significantly from the rules of these Terms.
- 8.2 The Provider may use links and hyperlinks to third party websites and applications when providing our Services.
- 8.3 The Provider will have no responsibility for any third party actions regarding its Services under any circumstances.
- 8.4 The Host agrees not to hold the Provider responsible for any liability or actions taken by third parties under this Agreement.
- 8.5 The Host has an obligation to authorize the Provider to act on its behalf, when it is required for the purposes of this Agreement, on the relevant third party websites. The Provider's liability will be strictly limited to the scope of specific business activities, which require the involvement of the third party websites.
- 8.6 The Host has an obligation to allow complete autonomy when it comes to the business activities the Provider has to conduct according to this Agreement, including the situations which include the third party websites as being described hereby.

9. Conduct



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You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Platform, Services and Collective Content. In connection with your use of the Platform, Services and Collective Content, you may not and you agree that you will not:

- 9.1 Violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- 9.2 Use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Platform, Services or Collective Content;
- 9.3 Use the Platform, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;
- 9.4 Copy, store or otherwise access any information contained on the Platform, Services or Collective Content for purposes not expressly permitted by these Terms;
- 9.5 Infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- 9.6 Interfere with or damage our Platform or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- 9.7 Use our Platform or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- 9.8 Use our Platform, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- 9.9 "Stalk" or harass any other user of our Platform, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Provider Guest or Host;
- 9.10 Offer, as a Host, any Home that you do not yourself own or have permission to rent as a residential or other property (without limiting the foregoing, you will not list Homes as a Host if you are serving in the capacity of a rental agent or listing agent for a third party);



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- 9.11 Offer, as a Host, any Home that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a property rental agreement;
- 9.12 Register for more than one Host Account or register for a Host Account on behalf of an individual other than yourself;
- 9.13 Unless Provider explicitly permits otherwise, request or book a stay at any Home if you will not actually be staying at the Home yourself;
- 9.14 Contact a Host for any purpose other than asking a question related to a booking, such as Host's Homes or Listings;
- 9.15 Contact a Guest for any purpose other than asking a question related to a booking or such Guest's use of the Platform and Services;
- 9.16 Recruit or otherwise solicit any Host or other Member to join third-party services or Platforms that are competitive to Provider, without Provider's prior written approval;
- 9.17 Impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- 9.18 Use automated scripts to collect information from or otherwise interact with the Platform, Services or Collective Content;
- 9.19 Use the Platform, Services or Collective Content to find a Host or Guest and then complete a booking of an Home independent of the Platform or services, in order to circumvent the obligation to pay any Service Fees related to Provider's provision of the Services or for any other reasons;
- 9.20 As a Host, submit any Listing with false or misleading price information, or submit any Listing with a price that you do not intend to honor;
- 9.21 Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- 9.22 Systematically retrieve data or other content from our Platform or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;



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- 9.23 Use, display, mirror or frame the Platform, Services or Collective Content, or any individual element within the Platform, Services or Collective Content, Provider's name, any Provider trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Platform or Services, without Provider's express written consent;
- 9.24 Access, tamper with, or use non-public areas of the Platform or Services, Provider's computer systems, or the technical delivery systems of Provider's providers;
- 9.25 Attempt to probe, scan, or test the vulnerability of any Provider system or network or breach any security or authentication measures;
- 9.26 Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Provider or any of Provider's providers or any other third party (including another user) to protect the Platform, Services, Application or Collective Content;
- 9.27 Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Platform, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
- 9.28 Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Platform, Services, Application or Collective Content; or
- 9.29 Advocate, encourage, or assist any third party in doing any of the foregoing.
- 9.30 Provider has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.
- 9.31 Provider may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Provider or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of Provider, its users, or members of the public. You acknowledge that Provider has no obligation to monitor your access to or use of the Platform, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Platform and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set



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forth in these Terms. Provider reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Provider, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Platform or Services.

- 9.32 The Platform, Services, and Collective Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Platform, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of Provider and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Platform, Services, or Collective Content.

10 Other Relevant Regulations

- 10.1 Subject to your compliance with the terms and conditions of these Terms, Provider grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Provider Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.
- 10.2 You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Platform, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Provider or its licensors, except for the licenses and rights expressly granted in these Terms.
- 10.3 We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Platform and Services, you hereby grant to Provider a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Platform and Services. Provider does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.



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- 10.4 You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Platform and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Platform and Services or you have all rights, licenses, consents and releases that are necessary to grant to Provider the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Provider's use of the Member Content (or any portion thereof) on, through or by means of the Platform and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 10.5 The Platform and Services may contain links to third party websites or resources. You acknowledge and agree that Provider is not responsible or liable for: (i) the availability or accuracy of such Platforms or resources; or (ii) the content, products, or services on or available from such Platforms or resources. Links to such Platforms or resources do not imply any endorsement by Provider of such Platforms or resources or the content, products, or services available from such Platforms or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such Platforms or resources or the Content, products or services on or available from such Platforms or resources.
- 10.6 Some portions of the Provider platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use, located at, http://www.google.com/intl/en-us/help/terms_maps.html.
- 10.7 All trademarks, service marks, logos, trade names and any other proprietary designations of Provider used herein are trademarks or registered trademarks of Provider. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.
- 10.8 We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Platform and Services ("Feedback"). You may submit Feedback by emailing us at neverbeen@neverbeen.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of Provider and you hereby irrevocably assign to Provider and agree to irrevocably assign to Provider all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At Provider's request and expense, you will execute documents and take such further acts as Provider may reasonably request to assist Provider to acquire, perfect, and



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maintain its intellectual property rights and other legal protections for the Feedback.

- 10.9 Provider respects copyright law and expects its users to do the same. It is Provider's policy to terminate in appropriate circumstances the Provider accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.
- 10.10 We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Provider Account. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Host Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Platform, Services, your Provider Account, your Member Content, or receive assistance from Provider Customer Service, (b) any pending or accepted future bookings as either Host or Guest will be immediately terminated, (c) we may communicate to your Guests or Hosts that a potential or confirmed booking has been cancelled, (d) we may refund your Guests in full for any and all confirmed reservations, irrespective of preexisting cancellation policies, (e) we may contact your Guests to inform them about potential alternate Homes with other Hosts that may be available on the Platform and Services, and (f) you will not be entitled to any compensation for reservations or bookings (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your Provider Account. You may cancel your Host Account at any time via the "Cancel Account" feature of the Services or by sending an email to ... Please note that if your Host Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Platform and Services, including, but not limited to, any reviews or Feedback.
- 10.11 By accepting this Agreement, the Host explicitly accepts the requirements of Non-Disclosure as being defined and regulated hereby: (i) The Provider and the Host acknowledge and agree that the specifications, protocols, communications and all other documents and information related to this Agreement will constitute valuable trade secrets of the Provider. (ii) The Host shall keep this information in confidence and shall not, at any time during or after the term of this Agreement, without the Provider's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the information itself.

11. Disclaimers



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- 11.1 IF YOU CHOOSE TO USE THE PLATFORM, SERVICES OR COLLECTIVE CONTENT AND PARTICIPATE IN THE REFERRAL PROGRAM, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT PROVIDER DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, GUESTS AND HOSTS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE PLATFORM, SERVICES, COLLECTIVE CONTENT AND REFERRAL PROGRAM ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, PROVIDER EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PROVIDER MAKES NO WARRANTY THAT THE PLATFORM, SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY HOMES, OR THE REFERRAL PROGRAM WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. PROVIDER MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, HOMES, YOUR ACCRUAL OF PROVIDER TRAVEL CREDITS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE PLATFORM, SERVICES.
- 11.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PROVIDER OR THROUGH THE PLATFORM, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
- 11.3 YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE PLATFORM OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY HOSTS OR GUESTS. YOU UNDERSTAND THAT PROVIDER DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE PLATFORM OR SERVICES OR TO REVIEW OR VISIT ANY HOMES. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE PLATFORM OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE PLATFORM OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE PLATFORM OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM OR SERVICES, INCLUDING, BUT NOT LIMITED TO, GUESTS AND HOSTS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY PROVIDER. NOTWITHSTANDING PROVIDER'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF THE HOSTS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM GUESTS ON BEHALF OF THE HOSTS, PROVIDER EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY GUEST OR OTHER THIRD PARTY.



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- 11.4 YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM, SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY HOMES VIA THE PLATFORM AND SERVICES, YOUR PARTICIPATION IN THE REFERRAL PROGRAM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF PROVIDER WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER PROVIDER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM, SERVICES, COLLECTIVE CONTENT OR THE REFERRAL PROGRAM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE PLATFORM, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM, SERVICES, OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM OR FROM YOUR LISTING OR BOOKING OF ANY HOME VIA THE PLATFORM AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PROVIDER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 11.5 EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE HOSTS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE PROVIDER HOST GUARANTEE, IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE PLATFORM AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY HOME VIA THE PLATFORM AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, OR COLLECTIVE CONTENT OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM AND IN CONNECTION WITH ANY HOME OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE PLATFORM AND SERVICES AS A GUEST IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE A HOST, THE AMOUNTS PAID BY PROVIDER TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROVIDER AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.



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- 11.6 You agree to release, defend, indemnify, and hold Provider and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Platform, Services, or Collective Content or your violation of these Terms; (b) your Home, or (iii) creation of a Listing; (d) the use, condition or rental of an Home by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of a Home;

12 Closing Regulations

- 12.1 If you stay with or host anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Provider by contacting us with your police station and report number at ...; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.
- 12.2 These Terms constitute the entire and exclusive understanding and agreement between Provider and you regarding the Platform, Services, Collective Content, and any bookings or Listings of Homes made via the Platform and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Provider and you regarding bookings or listings of Homes, the Platform, Services, Collective Content.
- 12.3 You may not assign or transfer these Terms, by operation of law or otherwise, without Provider's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Provider may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 12.4 Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Provider (i) via email (in each case to the address that you provide) or (ii) by posting to the Platform or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.
- 12.5 These Terms will be interpreted in accordance with the laws of the Netherlands.



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- 12.6 You and we agree to submit to the personal jurisdiction of a state court located in the Netherlands for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.
- 12.7 You and Provider agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Platform (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and Provider are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Provider otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.
- 12.8 Notwithstanding the provisions of the "Modification" section above, if Provider changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to ...) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of Provider's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Provider in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).
- 12.9 The failure of Provider to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Provider. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.