

Intellectual Property Infringement Complaints and Forms

Our Group of Companies respect the intellectual property rights of others and expect our suppliers, partners and users (collectively “**Users**”) to do the same. We have a policy of prohibiting Users from posting materials that infringe the copyright, trademark rights or other intellectual property rights of others, and under appropriate circumstances we will terminate the account of Users who are repeat infringers. Following are the requirements and instructions for filing copyright and trademark complaints and copyright counter-notices.

Copyright Infringement Complaints and Counter Notice

Pursuant to the Digital Millennium Copyright Act (in the US), the E-Commerce Directive (in the EU) and similar laws relating to online content, if you believe your copyrighted work is being infringed on our Service or through our Service, pursuant to the Digital Millennium Copyright Act (in the US), the Digital Services Act (in the EU) and similar laws relating to online content, please submit a written request to CopyrightComplaints@expediagroup.com.

Upon receipt of your request, we will take appropriate action, including removal of the challenged Content from our Service and service and/or termination of the applicable account in appropriate circumstances.

Please note as a part of this process you will be required to provide the following information and statements in the copyright complaint:

1. Clearly identify the copyrighted work you claim was infringed – including URL if available online, copy of registration and filed copy, or similar evidence
2. Clearly identify the material on our Service you claim is infringing your work – providing a copy, URL or locating address, or link to the infringing material
3. Your address, email address and telephone number
4. The following statement: “I have a good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law”
5. The following statement: “The information in this notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed”
6. A signature (electronic is acceptable) by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may also send us your copyright complaint by fax to +1 (425) 679-7251, Attn: Expedia Group Copyright Agent, c/o Legal Department; or by sending a printed signed copy to:

Expedia Group Copyright Agent

c/o Legal Department

Expedia, Inc.

1111 Expedia Group Way W

Seattle, Washington 98119.

Account termination

We have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, subscribers or account holders who are deemed to be repeat infringers. We may also at our sole discretion limit access to Our Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. If you believe that an account holder or subscriber is a repeat infringer, please provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer when filing your notice.

Counter Notice

In this Section “**Counter Notice**” means a legal request to reinstate Content that was removed due to an alleged mistake or misidentification. This occurs when Content is removed due to a copyright removal request and the uploader of the Content, or an authorized representative submits a request to reinstate the Content.

If you believe content you have posted has been taken down improperly pursuant to a copyright infringement complaint, please complete and submit a Counter Notice to CounterNotice@expediagroup.com. You may want to seek legal advice prior to submission of the Counter Notice.

Please note as a part of this process you will be required to provide the following information and statement in the Counter Notice:

1. Clearly identify the specific content that was removed or disabled and the location that content appeared on our Service before its removal or disablement. Please provide the URL if possible, or other locating information
2. Your name, mailing address, telephone number and email address
3. The statement: “For the purpose of this complaint and counter notice, I hereby consent to the jurisdiction of Federal District Court for the judicial district in which my mailing address is located, or if my address is outside of the United States, for any judicial district in which Expedia, Inc. may be found. I further agree to accept service of process from the party who submitted the original Copyright Complaint”
4. The following statement: “I swear, under penalty of perjury, that I have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification”
5. A signature (electronic is acceptable) of the person claiming the content was properly and legally posted.

You may also send us your Counter Notice by fax to +1 (425) 679-7251, Attn: Expedia Group Copyright Agent, c/o Legal Department; or by sending a printed signed copy to:

Expedia Group Copyright Agent

c/o Legal Department

Expedia, Inc.

1111 Expedia Group Way W

Seattle, Washington 98119.

Trademark Complaints

In this Section “**Trademark**” means a type of intellectual property consisting of a recognizable name, sign, design, or expression that identifies products or services from a particular source and distinguishes them from others.

If you believe our Service or a property listing on our Service is infringing or misusing your Trademark, please submit a written request to TrademarkComplaints@expediagroup.com.

Upon receipt of your request, we will take appropriate action, including responding to the claims if the alleged misuse is on our Service, or informing the party that posted the allegedly infringing use that we have received a trademark complaint with a request to consider and respond to the allegations, removal of clearly infringing designations from the listing or our Service and/or termination of the applicable account in appropriate circumstances.

Please note as a part of this process you will be required to provide the following information and statements with your request:

1. Please list or identify the Trademark you believe has been infringed
2. Please identify the designation which you believe infringes or misuses the Trademark, and the site or listing(s) on which the Trademark is allegedly being misused. Please provide a URL or link if possible
3. Your name, address, telephone number and, email address at which you may be contacted
4. The following statement: “I have a good faith belief that use of the above designation in the manner complained of is not authorized or permissible and infringes or misuses the Trademark”
5. The following statement: “The information in this request is accurate and, under penalty of perjury, I declare that I am the owner or am authorized to act on behalf of the owner of an exclusive right in the Trademark that is being infringed or misused”
6. A signature (electronic is sufficient) by the person submitting this claim.

You may also send us your trademark complaint by fax to +1 (425) 679-7251, Attn: Legal Department; or by sending a printed signed copy to:

Expedia Group c/o Legal Department

Expedia, Inc.

1111 Expedia Group Way W

Seattle, Washington 98119.

Patent Notice

One or more patents owned by us or our Group of Companies may apply to our Service and to the features and services accessible through our Service.

Portions of our Service operate under license of one or more patents.

Other patents pending.

Social Media / Third Party Websites

In this Section “**Social Media**” means websites and applications that enable Guests and Travel Providers to create and share content or to participate in social networking, including but not limited to websites and applications such as X (formerly Twitter), Meta, Facebook, Instagram, Snapchat etc.

If our Service offers a service that allows us to access or use any profile or other information about you that you have provided to a Social Media site and you decide to use such tool or service, you acknowledge and agree that:

- the information or content that is a part of your Social Media site profile, which you have designated as “public” (or a similar designation) (with such information or content and referred to herein as “**Social Media Content**”), may be accessed and used by us in connection with our Service
- the Social Media Content will be considered Content under these Terms and both you and we shall have the same rights and responsibilities as you that we have with respect to your Content under these Terms
- in the event that the Social Media Content was for any reason misclassified with a public or similar designation or is otherwise inaccurate or to which you do not agree with for any reason, you agree to work with the Social Media site to make any changes or resolve any disputes and acknowledge that we will not be able to provide you with recourse, and
- the operation of your profile and account with and on the Social Media site shall continue to be governed by the terms and conditions and privacy policy of such Social Media site.