Accommodation Fee Collection Agreement

Last Updated: 09-29-2026

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS AN ARBITRATION

CLAUSE, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER.

This Accommodation Fee Collection Agreement (this "**Agreement**") is made and entered into

between: (1) you or the business entity that you are representing ("**You**" or "**Client**") and (2) the Vrbo entity in the table below corresponding to the currency in which You select to set your rates and be paid in ("**we**", "**us**" or "**our**"). (If You select more than one currency, You are entering into separate contracts with each of the respective Vrbo entities).

Your payment currency (each an "Offered Currency")	Vrbo counterparty
US Dollars	HomeAway.com, Inc. A Delaware corporation, of 11920 Alterra Parkway, Austin TX 78758, USA.
British Pounds, Euros, Canadian Dollars, Singapore Dollars, Australian Dollars, New Zealand Dollars, Japanese Yen	EG Vacation Rentals Ireland Ltd With registration number 673084 and having its registered office at 25 St. Stephen's Green, 3rd floor, Dublin 2, D02 XF99, Ireland.

This Agreement is effective as of the date that You indicate your acceptance of this Agreement as described below (the "**Effective Date**"). You should read through all of the terms carefully. The terms constitute a legally binding agreement between You and us. Any obligations owed to us under this Agreement are in addition to, and do not limit, any separate contractual obligations to us or our affiliates or third parties working with us that provide payment services. You are not authorized to use these Services (as defined below) unless You are at least 18 years of age and able to enter into legally binding contracts, and if applicable, are authorized to do so on behalf of the business entity for which You are accepting these terms and conditions.

BY CLICKING "I HEREBY AGREE TO THE ACCOMMODATION FEE COLLECTION AGREEMENT" OR

OTHERWISE SUBMITTING AN ONLINE REGISTRATION FORM, YOU AGREE TO BE BOUND BY THIS

AGREEMENT.

Background:

- You own and/or manage the properties that are displayed on the websites of affiliated
- Vrbo companies (such properties, the "**Property**" or "**Properties**", and each such affiliated Vrbo company, a "**Display Affiliate**");
- Using third-party payment services providers that You have separate and direct agreements with, we facilitate the collection and payment of Payments (as defined below) from the individuals who book the Property (the "**Guests**") through the Display Affiliate websites (such facilitation of collection and payment services via third party providers, the "**Services**"); and
- You are owed Accommodation Fees by a Guest as a result of a contract entered into between You and the Guest, and You would like us, through the third party providers, to collect the Payments owed subject to the terms and conditions set forth in this Agreement.

You agree with us as follows:

1. PAYMENT SERVICES.

1.1 Collection of Accommodation Fees due. During the term of this Agreement, You authorize us, through the third party service providers, to collect any Accommodation Fees and other related transaction amounts via Credit Card, Debit Card, Electronic Funds Transfer payments, and any other payment forms that we may accept from time to time (together "**Payments**") from Guests (and in doing so, agree that such Payments collected by us or our affiliate (HomeAway.com, Inc.) satisfies any corresponding obligation the Guests might owe to You) "**Accommodation Fee(s)**" are defined as amounts owed to You by a Guest in exchange for that Guest's stay in a Property, including security deposits, fees, insurance, and all other amounts, agreed between You and the Guest and as reflected on the Display Affiliate's website. Vrbo provides the Services in exchange for the fees and charges (including chargeback fees) due to us as set forth in this Agreement (each a "**Fee**"). You appoint HomeAway.com, Inc. as Your limited payment collection agent solely for the limited purpose of accepting and processing funds from Guests and making payments to You as contemplated herein. HomeAway.com, Inc. does not own, operate, control, or serve as the managing or general agent of any Property. In order to use the Services, You must be a member of, and bound by the terms and conditions of, a Display Affiliate's website.

1.2 Authorization for Debits and Credits. You represent that you have the right to authorize and hereby authorize us or a third party service provider working with us to access Your bank account designated on the online registration form (the "**Registration Form**") for the following purposes:

(a.) to deposit applicable Payment amounts due to You or to otherwise credit amounts to you;

(b.) to debit any amounts owed to us or our affiliates in accordance with this Agreement or other agreements with our affiliates, as applicable, including Fees or Chargebacks or Reversals; and

(c.) to debit any amounts owed to Guests in accordance with this Agreement.

1.3 Right of Off-set. For any amounts owed by You to us, or to our affiliates, or to Guests, You

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

1.4 Processing Errors. If there is a rejection or an error in the processing of any transaction, You

authorize us or a third-party service provider working on our behalf to debit or credit Your bank

account designated on the Registration Form, as applicable, to correct such error. If we are unable to debit such bank account You select for any reason, You authorize us to resubmit the debit, plus any applicable fees, to any other bank account or payment instrument that You have on file with us. If the non-payment issue is unresolved within a reasonable period, You will be required to make payment using another acceptable payment method.

1.5 Provision of Information You agree to provide us with all information and authorizations

required by us or a third party service provider working on our behalf to access Your bank account designated on the Registration Form as necessary hereunder. You further agree to keep Your (i) bank account information accurate and up-to-date with us and (ii) banking authorizations granted to us accurate and up-to-date with Your bank. Failure to do so may result in Payment amounts being misdirected, held by us pending confirmation, or returned to the Guests. Notwithstanding anything to the contrary herein, You will not be entitled to relevant Payment amounts under this Agreement unless and until You have provided us with accurate and up to date information as set forth in this section. We disclaim all liability for misdirected or returned Payments if Your information is not kept accurate. We may suspend or terminate this Agreement without notice if You fail to keep this information accurate or block or otherwise inhibit our ability to debit or credit Your bank account. In addition to such bank account information obligations, You shall provide us with such information as we may lawfully require in order to promptly and accurately perform the Services, including relevant tax forms. You shall promptly notify us of any and all inaccuracies in, or changes to, the information provided by You on the Registration Form. We shall in no event be liable for any damages directly or indirectly resulting from Your failure to comply with this Section 1.5. You

warrant unconditionally that all information You provide to us is true, correct and up to date, and acknowledge that we are relying upon such information in establishing this Agreement and in providing the Services.

1.6 Fraud and Risk Reviews and Settlement Timeline. You authorize us from time to time to

collect and verify the information provided by You on the Registration Form or otherwise. We will use this information to perform customer due diligence, verify Your identity, verify Your

ownership of the Property, verify You are not subject to trade sanctions, perform various fraud

and risk reviews on You, and monitor the transactions through the Services to protect the

integrity of our systems and business. You further authorize us (or an affiliate) to request a report on You from a consumer reporting agency. Any such consumer report will be requested and utilized in compliance with applicable law, including the Fair Credit Reporting Act. Based upon these reviews, we will determine whether we are able to offer You the Services, and the manner in which we will settle Payments in our sole discretion. Upon successful completion of the required screening and subject to any fraud or risk holds imposed by us, You will be offered the following settlement timeline:

We will initiate the transfer of the portion Accommodation Fees ultimately due to You to Your

bank account in most cases within 1-2 business days after the scheduled check-in date for the

Guest at Your Property. For the avoidance of doubt, this excludes any amounts that are not

ultimately due to You, which may include any Fees (but are not limited to) any commission and

other amounts You may owe to the Display Affiliate in connection with the booking, and any

applicable stay tax which will be remitted by us or any affiliate to the relevant authority. However, with respect to any deposit amounts due to You, we will initiate transfer in most cases within 1-2 business days after authorization from the Display Affiliate, in its sole discretion. Notwithstanding the foregoing, in the event a Guest provides correct notice to the website the Property was booked through within 24 hours of the scheduled check in that the Property is not as described, or there is some other issue with the Property, You authorize us to return the Accommodation Fees to the Guest. You also agree that we may, in accordance with the cancellation policy selected by You and reflected in the relevant Property listing, refund to the Guest the portion of the Accommodation Fees specified in the applicable cancellation policy. If You are in enrolled in any automatic refund damage deposit program, You authorize us or our affiliates to initiate a refund of such damage deposit on Your behalf, or to instruct the release of damage deposit funds to You upon receipt of a valid claim, in accordance with the damage deposit program terms.

The time it takes for You to receive Payments after they have been initiated may vary. In addition, for risk reasons, Your initial disbursement may be delayed by up to 30 days and, for fraud reasons, Your disbursement could be indefinitely delayed or cancelled. However, in all cases we reserve the right to provide You payment amounts more quickly, for instance, in advance of Guest checkin, at our discretion.

1.7 Privacy & Data Security. You agree to act in accordance with the practices set forth in the

Display Affiliate's privacy policy ("**Privacy Policy**"), as may be updated by the Display Affiliate or its affiliates from time to time and which is hereby incorporated by reference. You agree that You have in place and will maintain, or will establish and maintain, adequate security procedures and controls to prevent the unintended disclosure of, and the unauthorized access to or misappropriation of, any personal data or information of any Guest. You agree that You will process, store, transmit, and access any guest information in compliance with applicable law and regulations. You agree to only utilize Guest's personal data for the purpose of processing such Guest's booking and for no other purpose. We will not be responsible for unauthorized use or access to Guest's personal data or financial data by You, Your employees, or any other party associated with You, except to the extent such use or access is due to our gross negligence. We and our affiliates may use any and all information gathered in the performance of the Services in accordance with the applicable Vrbo Privacy Policy. In addition, You agree that we may use such information for any lawful purpose including deriving statistics regarding our Services.

1.8 Proprietary Rights. As between You and us, we own and retain all proprietary rights in and to the Services, the application interface (API), and any other materials that we may use or provide in connection with implementation and operation of the Services. You do not acquire any right, title, or interest in the Services. You agree not to modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any Vrbo website, the API, or the Services.

1.9 Suggestions. If You provide any suggested improvements to our Services ("**Suggestions**") to

us, our affiliates, or our third-party service providers, we will own all right, title, and interest in

and to the Suggestions, even if You have designated the Suggestions as confidential. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

1.10 Chargebacks and Reversals. Any Payment by a Guest is subject to a right of (i) "**Reversal**"

(the right of a bank account owner to seek the return funds for a transaction that was funded by a bank account – sometimes referred to as an ACH Return – for example, as a result of suspected unauthorized use of a bank account or insufficient funds), or (ii) "**Chargeback**" (the right of credit cardholders to file a claim for a refund with their card issuer, for example, as a result of fraud or dissatisfaction with a purchase). These rights exist between the Guest and their respective bank or credit card issuer. **You acknowledge and agree that You are responsible for any Chargeback or Reversal of a Payment, plus the applicable Chargeback and Reversal fees, regardless of the reason for the Chargeback or Reversal and that we will not have any obligation to pursue any collection action against any Guest.** In the event of a chargeback or reversal of any Payment by a Guest, we will have the right to automatically exercise our setoff rights outlined in section 1.3. Thereafter, contingent on receiving all requested information from You, we will use commercially reasonable efforts to investigate the validity of the chargeback or reversal. You agree to cooperate with us and to provide any information that may be reasonably requested by us in our investigation. You acknowledge that chargeback and reversal decisions are made by the applicable bank or credit card issuer and all judgments as to the validity of the chargeback or reversal is made at the sole discretion of the applicable bank or credit card issuer.

1.11 Modification of the Services. We may from time to time without prior notice to You modify the Services and related websites; provided, however, that we will not modify the Services in a manner that would, in our sole discretion, significantly adversely affect Your use thereof, without providing at least ten (10) days prior notice to You of any such modification. In addition, we reserve the right to modify the Fees, in our sole discretion, but shall not do so without providing at least ten (10) days prior notice to You and any such modified Fees will apply to bookings which are accepted by You at any time immediately after such notice. Such notice may be made by means of email or a posting on, or update to, our or the applicable Display Affiliate's website.

1.12 Payment for Services. A Fee for payment processing may apply to Your use of the Services. If it does, the applicable Fee rate will be disclosed at https://www.vrbo.com/p/cyp (the 'Fee Disclosure Page'), as such Fee Disclosure Page may be updated by us from time to time in accordance with Section 1.11. Such Fee, if applicable, will become due upon processing the Guest's payment for a stay and will be netted from your Accommodation Fee prior to payout.

Fees due to us are exclusive of any VAT, GST, or other equivalent indirect tax, withholding, or

other transaction-based tax in any country, state or locality. Where such tax applies it shall be

paid to us by You. Relevant consumption taxes may be collected, where applicable, on Fees and charges due to us under this Agreement.

You hereby authorize us to automatically deduct all Fees due from the Payments collected by us, as well as Fees related to Chargebacks and Non-Sufficient Funds ("**NSF**") prior to settlement to Your bank account. In the event we are unable to recover Fees for any reason, You agree to pay all reasonable costs of collection, including reasonable attorneys' fees, incurred by us. In addition, You are also responsible for any penalties or fines imposed on You or us by any Card Networks, or NACHA resulting from Your use of the Services in a manner not permitted by this Agreement, Operating Regulations, or related rules and regulations. You are solely responsible for monitoring Your account and ensuring timely payment of all amounts You owe to us. We have the right to impose upon You any penalties we incur due to collection requests which fail due to NSF or Your instruction

to block the request. You authorize us to collect such fee by debiting Your bank account designated on the Registration Form or exercising our setoff rights outlined in section 1.3. Except as otherwise provided herein, or as prohibited by applicable law, Fees related to Services are non-refundable.

1.13 Taxes. You are responsible for any and all applicable taxes, including sales, use, personal

property, value-added, excise, customs fees, tourist, hotel occupancy, import duties or stamp

duties or other taxes and duties imposed by governmental entities of whatever kind and imposed with respect to the transactions under this Agreement, including penalties and interest, but specifically excluding taxes owed by or asserted against us or any of our affiliates' net income. We may be required to report any Payments to national, state, and/or local tax authorities, including the US Internal Revenue Service and other tax authorities. We are not responsible for, and are not the entity collecting sales or income or other taxes with respect to the Payments. You will promptly provide us with information and/or documentation as may be required by the applicable governmental entity in order for us to process payments hereunder (including, without limitation, a valid certificate of Your exemption from obligation to pay taxes as authorized by the appropriate governmental entity), and we may withhold any Payments, or portion thereof, until You have provided the required documentation. You are responsible for determining any and all taxes and duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with the sale or purchase of any products or services for a transaction, or otherwise in connection with any action, inaction, or omission by You or any affiliate of Yours, or any of Your or their respective employees, agents, contractors, or representatives ("**Taxes**"). You also are responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate authority. If requested by us, You will promptly provide valid Tax invoices in respect of any transactions entered into under this Agreement, where Taxes are chargeable under applicable law. We or our affiliates may provide You a means for You to determine and apply taxes to Your transactions, but we and our affiliates are not obligated to determine whether taxes apply and are not responsible for calculating, collecting, reporting, or remitting any taxes to any applicable authority arising from any transaction. Notwithstanding the foregoing, we, and any applicable affiliate, reserve the right, in our sole discretion, to collect and remit Taxes to appropriate authorities on Payments. Should we or an affiliate exercise this right, You agree to cooperate in the provision of any information or assistance reasonably requested by us for such collection and remittance including providing documentation to substantiate transactions with Guests and to substantiate registration with and/or remittance of Taxes to the relevant taxing authorities. We will process any payments for such Taxes that are collected and remitted by us or an affiliate, in accordance with this Agreement.

The amount of Taxes, if any, collected and remitted will be visible and separately stated to both

You and Guests on respective transaction documents. You are not permitted to collect any such

Taxes that are otherwise being collected by us.

1.14 Limitation on Use of Services/Website. You may only utilize the Services for the receipt of

Payments as defined herein. You may not use, and represent and warrant that You will not use,

the Services for any other purpose, including but not limited to the payment for any illegal

activity, good, or service. You agree to comply with all our policies, and any other limits

concerning use of our or our affiliates' websites and Services, as updated by us or our affiliates

from time to time, including without limitation: (i) our requirements for data security; and (ii) any operating rules and/or policies of the Card Networks (as defined below) that are used to process the Payments (as such may be updated from time to time). Notwithstanding any other terms of this Agreement, we and our affiliates have the right (a) to change, suspend or discontinue the Services or such websites, in whole or in part and (b) to impose limits on certain features or restrict access to parts or all of the Services or such websites without notice and without liability when we or our affiliates, in our sole discretion, determine necessary to protect the integrity of such websites and our operations, to avoid harm to others, or for any other reason. We may decline to process any payment in connection with, among other reasons, fraud prevention activities, applicable law, or our policies. Without limiting the foregoing, You may not act as a payment intermediary, aggregator or service bureau or otherwise resell the Service on behalf of any third party, including without limitation the handling, processing or transmission of funds for third parties.

You may not use the Services except as authorized by laws of the jurisdiction in which You reside, and any other applicable laws. In particular, but without limitation, the Services may not be used to send or receive funds (i) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods, or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By using the Site, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

1.15 Card Networks; Acquirer. During the term of this Agreement, the Services will be provided in conjunction with a merchant acquirer, eCheck or ACH service provider processor, and/or or PIN debit acquirer (or any equivalent third party) and their respective designated member bank(s).

You agree to comply with all our policies with respect to the Services, and all applicable Visa

U.S.A., Inc., Visa International, MasterCard International Incorporated, Discover Financial Services, Inc., American Express Travel Related Services Company Inc. (collectively, "**Card Networks**") and National Automated Clearing House Association (collectively, "**NACHA**") operating regulations, and other rules (collectively, "**Operating Regulations**") and all applicable federal,

state, or local laws, rules, regulations, and regulatory guidance relating to the conduct of Your business. As of November 1, 2018, the Operating Regulations for the Card Networks and NACHA are available at:

(i) Visa: https://usa.visa.com/support/small-business/regulations-fees.html#3; (ii) MasterCard:

https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html; (iii) Discover

available upon request at https://www.discover.com/credit-cards/help-center/contact-us/; (iv)

American Express at www.americanexpress.com/merchantopguide (and American Express Terms and (v) NACHA: https://www.nacha.org/rules. You agree and acknowledge that the Card

Networks and NACHA reserve the right to amend the Operating Regulations without notice to

You. If You are offered the choice to accept only certain types of payment methods or credit

cards, it is Your responsibility to properly indicate which payment cards are accepted.

1.16 Traveler Selected Currency. Vrbo allows travelers to display prices on its sites in the currency of their choice and may also allow travelers to pay in the currency of their choice. Travelers' payment currency does not affect the amount you receive for a booking, the amount we charge you, or how a booking appears in the Vrbo partner dash, each of which are determined by the currency you set your rates in.

2. DISCLAIMER OF WARRANTIES.

2.1 No Warranties. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICES AND WEBSITES IS

SUBJECT TO THE FOLLOWING DISCLAIMER OF LIABILITY: EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, THE SERVICES AND WEBSITES (INCLUDING ALL CONTENT, SOFTWARE, DATA TRANSMISSION, FUNCTIONS, MATERIALS AND INFORMATION PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES OR WEBSITES) ARE PROVIDED “AS IS” AND WE, OUR AFFILIATES, AND OUR SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES OR WEBSITES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

2.2 World Wide Web Usage. We, our affiliates and our suppliers make no warranties regarding

the quality, reliability, timeliness or security of the world wide web, the internet and other

globally linked computer networks, or the web sites established thereon including our websites,

will be uninterrupted or error free.

2.3 Payments. You acknowledge and agree that: (i) Your Property bookings are transactions solely between You and the relevant Guest and not with us or any of our affiliates; (ii) Payments

collected by us extinguish any corresponding debt the Guests might owe to You; (iii) we will not

be responsible for, and do not control, if a Guest will make any Payment; (iv) our obligation to pay You is conditional upon successfully receiving associated Accommodation Fees from Guests; (v) we are not a bank or other chartered depository institution; and (vi) funds processed by us or our service providers (including any bank service providers) in connection with the collection of Payments are not deposit obligations and are not insured for Your benefit by any governmental agency and you will not earn interest on any such funds.

Our Role. Except for our limited role in processing payments that You authorize or initiate, we are not involved in any underlying transaction between You and Your Guests. For the avoidance of doubt, we are not providing or reselling any accommodations or any accommodation related

expenses or services. We assume no liability for Your acts or omissions.

2.4 Unclaimed Property Laws. We are not responsible as Your third-party payment processor for compliance with any jurisdiction’s unclaimed property or escheat laws. You are responsible for determining whether You are holding property for a Guest or other party that is subject to such laws, in which case You acknowledge and agree that You bear full responsibility for compliance with such laws.

3. LIMITATION OF LIABILITY/INDEMNITIES.

3.1 WE SHALL IN NO WAY BE LIABLE TO YOU DUE TO ANY DISRUPTION OR NON-AVAILABILITY OF THE SERVICES OR WEBSITES DURING WHICH GUESTS ARE UNABLE TO ACCESS OR USE THE

SERVICES OR WEBSITES OR ANY FAILURES THAT MAY AFFECT THE RECEIPT, PROCESSING,

ACCEPTANCE, COMPLETION OR SETTLEMENT OF A PAYMENT OR THE SERVICES. WE BEAR NO

RESPONSIBILITY FOR ANY ERRONEOUS STATEMENT, ANY ERROR OR DELAY IN PAYMENT, ANY

PAYMENT DECLINED BY YOUR BANK OR YOUR FAILURE TO PROVIDE ACCURATE AND/OR VALID

INFORMATION.

3.2 IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE FEES THAT WE HAVE RECEIVED AND RETAINED UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE FOREGOING

LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY

LIMITED REMEDY. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated in this paragraph and that these limitations are an essential basis of the bargain between the parties.

3.3 Indemnification. (a) You will indemnify, defend and hold us and our affiliates, and our and

their respective directors, officers, employees, and agents ("**Vrbo Indemnified Parties**"), harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees) brought against any of the Vrbo Indemnified Parties, arising out of or related to (i) Your use of the Services or its websites; and/or (ii) any breach of or non-compliance with this Agreement by You. A Vrbo Indemnified Party may join in defense with counsel of its choice at its own expense. The indemnity obligations set forth in this section will not apply to the extent any claim, loss, liability, demand or expense is the result of the gross negligence or willful misconduct of any indemnified party. We will provide prompt written notice to You of any such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s) (except that Your obligation to indemnify hereunder shall only be relieved to the extent it is prejudiced by our failure to provide such notice). You will have sole control of the defense or settlement of such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s); provided that any settlement requiring other than the payment of monetary amounts shall be subject to our consent, not to be unreasonably withheld. At Your request and expense, we shall cooperate in the investigation, defense and settlement of such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s).

4. TERM AND TERMINATION.

4.1 Term. This Agreement will begin on the Effective Date and shall continue until terminated by either party in accordance with Section 4.2 below.

4.2 Termination. Either party may terminate this Agreement at any time for convenience

immediately upon written notice, which may be via mail to the address set forth below. For the

avoidance of doubt, no such termination of this Agreement by itself will terminate any other

agreements between You and us or any of our affiliates.

4.3 Effect of Termination. Termination of this Agreement will not relieve either party of any

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

4.4 Survival. Sections 1.2(b), 1.2(c), 1.3, 1.4, 1.7, 1.8, 1.9, 1.10, 1.12, 1.13, 2, 3, 4 and 5 shall

survive termination of this Agreement, except where otherwise provided.

5. MISCELLANEOUS

5.1 Binding Upon Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by You

without our prior written consent and any attempted assignment or transfer without such

consent is void. We may assign this Agreement at any time but will not do so in such a way as to

reduce any guarantees given to You under this Agreement.

5.2 Force Majeure. We will not be responsible for any delays, errors, failures to perform,

interruptions or disruptions in the Services or our websites caused by or resulting from any act,

omission or condition beyond our reasonable control, whether or not foreseeable or identified,

including without limitation acts of God, strikes, lockouts, riots, acts of war, terrorist conflict or

terrorist attack, governmental regulations, fire, explosion, power failure, earthquakes, severe

weather, floods, drought, epidemics, pandemics, or other natural disasters or the failure of Your, Guest's or any third party's hardware, software or communications equipment or facilities.

5.3 Entire Agreement. This Agreement contains the entire understanding and agreement

between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter. For the avoidance of doubt the foregoing does not limit any separate obligations to the Card Networks or other third-party service providers.

5.4 Severability. If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same

economic effect as the original provision and the remainder of this Agreement will remain in full force.

5.5 Amendment and Changes. You may not change, amend, supplement, discharge, terminate or otherwise alter this Agreement except by a statement in writing signed by us. We will have the right, at our sole and absolute discretion, to change, modify, or amend any portion of this

Agreement, including but not limited to payment terms in section 1.12. If You object to any such change, modification or amendment, You must terminate this Agreement in accordance with Section 4.2. Otherwise, You will be subject to such changed, modified or amended terms.

5.6 Waiver. The waiver by either party of any right under this Agreement or the failure to perform or of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other right thereunder or of any other breach or failure whether of a similar nature or otherwise.

5.7 Notices. All notices and other communications required or permitted under this Agreement

will be in writing. Notices to You will be delivered to the email address provided on the

Registration Form. Notices to us shall be directed to Vrbo, Attn: Legal Department, 11920 Alterra Parkway, Austin TX 78758, USA.

5.8 Updating Your Information. It is Your responsibility to ensure that Your banking information, including Your legal name and Your address and country of residence, is accurate and remains current. It is also Your responsibility to ensure that any information or documentation requested with respect to Taxes in Section 1.13 above is accurate and remains current.

5.9 Third Party Service Providers. In connection with our provision of Services, we will utilize third party service providers to facilitate and process Payments. You hereby extend any rights extended to us under this Agreement to any such third party service providers authorized by us to assist in the provision of our Services hereunder. Any obligations owed to us under this Agreement are in addition to, and do not limit, any separate contractual obligations to third party service providers that we use in connection with the provision of Services including any obligation relating to additional fees which may be imposed by such third party service providers. Please note that related third party providers may impose or deduct foreign currency processing costs on or from any payments or payouts involving currency conversion.

5.10 American Express Terms. You agree that if we allow You to accept American Express cards, You are bound by the American Express Merchant Operation Regulations (available at:) and the attached American Express Terms.

5.11 Governing Law and Venue. If You reside in the United States, this Agreement is governed by the Federal Arbitration Act, federal arbitration law, and the laws of the state in which Your billing address is located, without regard to principles of conflicts of laws. If You do not reside in the United States, and unless you are a consumer with no place of residence in Ireland, this Agreement shall be governed by the laws of your Country of residence and subject to the non-exclusive jurisdiction of the Irish courts. If you are a consumer with place of residence in another country than Ireland, this agreement shall be governed by the laws of

your country of residence and subject to the jurisdiction of the Country in which you are resident.

5.12 Disputes; Arbitration.

If You reside in the United States, You agree to the following. We are committed to customer satisfaction, so if You have a problem or dispute, we will try to resolve Your concerns. But if we are unsuccessful, You may pursue claims as explained in this section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Services, any dealings with our customer experience agents, any services or products provided, any representations made by us, or our Privacy Policy ("**Claims**") by contacting Vrbo Customer Support or 1-877-228-3145. If we are not able to resolve Your Claims within 60 days, You may seek relief through arbitration or in small claims court, as set forth below. **Any and all Claims will be resolved by binding arbitration, rather than in court,** except You may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims You assert against us, our subsidiaries, users or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before You accepted this Agreement, regardless of whether prior versions of this Agreement required arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited.

However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce this Agreement as a court would.

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules,

including the AAA Consumer Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If Your total Claims seek less than $10,000, we will reimburse You for filing fees You pay to the AAA and will pay arbitrator's fees. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where You live or at another mutually agreed upon location. To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your Claims to "Vrbo Legal: Arbitration Claim Manager," at Expedia, Inc., 1111Expedia Group Way West, Seattle, WA 09119. If we request arbitration against You, we will give You notice at the email address or street address You have provided. The AAA's rules and filing instructions are available at www.adr.org or by calling 1-800-778-7879.

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration we each waive any right to a jury trial. The Federal Arbitration Act and federal arbitration law apply to this Agreement. An arbitration decision may be confirmed by any court with competent jurisdiction. Notwithstanding the provisions of the "Amendment and Changes" section above concerning modifications to the terms of this Agreement, if we change this "Disputes; Arbitration" section after the date You first accepted the Agreement (or accepted any subsequent changes to the terms of this Agreement), You may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above. By rejecting any change, You are agreeing that You will arbitrate any Dispute between You and us in accordance with the provisions of this "Disputes; Arbitration" section as of the date You first accepted the Agreement (or accepted any subsequent changes to the terms of this Agreement).

5.13 Additional terms applicable to Hosts with properties located in Italy.

Subject to other clauses related to withholding taxes, we shall be entitled to access Payment amounts to facilitate compliance with withholding tax laws. As a result, for certain Payments made to you, as applicable, in respect of vacation rentals located in Italy, Vrbo shall collect amounts that will be subject to withholding to facilitate compliance with Italian Legislative Decree no. 50 of 24 April 2017.

American Express Terms

Client agrees to the American Express Merchant Operation Regulations (available at:

www.americanexpress.com/merchantopguide) and the American Express terms and conditions

contained herein (the "**American Express Terms**"). American Express shall be a third-party

beneficiary to the Agreement and may enforce the terms of the Agreement against Client. Client agrees and acknowledges that it is not a third-party beneficiary under any agreement that we or any of our third-party service providers may have with American Express. Client agrees to only accept American Express cards in accordance with the terms of the Agreement and the American Express Terms. Except as expressly permitted by applicable law, Client must not process American Express card transactions or receive payments on behalf of, or (unless required by law) re-direct payments to any other party.

Limitation of Liability.

In no event shall Client, we, American Express or their respective affiliates, successors, or

permitted assigns (and in American Express's case, its third party licensees) be liable to another

party for any lost profits or incidental, indirect, speculative, consequential, special, punitive, or

exemplary damages of any kind (whether based in contract, tort, including negligence, strict

liability, fraud, or otherwise, or statutes, regulations, or any other theory) arising out of or in

connect with the Agreement, even if advised of such potential damages. Neither Client, we, nor

American Express will be responsible to another party for damages arising from delays or

problems caused by telecommunications carriers to the banking system, except that American

Express's rights to create reserves and exercise chargebacks will not be impaired by such events.

In no case will American Express be liable to Client for any claims, losses, liability, actions,

demands or expenses arising as a result of (i) any breach of data security resulting from Client's

act or omission, or (ii) the claim by an employee of Client that American Express is liable as a an

employer or joint employer of such employee.

High CV Sponsored Merchants.

If we or American Express requests that Client do so, Client will be converted to a High CV

Sponsored Merchant (as defined by American Express's then effective Operating Regulations).

Upon such conversion, Client will enter into a direct contractual relationship with American

Express and be bound by its then standard card acceptance agreement and American Express may set different processing fees for Client. In that case, unless Client expressly informs us otherwise, Client authorizes us to continue to manage Client's American Express account on its behalf and to cause funds settled from American Express transactions to be deposited either directly into a bank account designated by Client or to a bank account held by us for Client's benefit.