VRBO HOST TERMS OF SERVICE

Effective From: 29 October 2026

1. Introduction.

1.1 These Host terms of service ("**Terms**") constitute a legally binding agreement between you and us. Our operations are managed by HomeAway.com, Inc. in the United States and Canada and Qualimídia Veiculação e Divulgação Ltda. in Brazil (as applicable, "**Vrbo**", "**we**", "**our**", "**us**") (each, a subsidiary of Expedia, Inc. ("**Expedia**")) with an office at 1111 Expedia Group Way West, Seattle, WA 98119. For the purposes of convenience of definition (but not otherwise) where we use the term "**our Group of Companies**" in these Terms, we are referring to Vrbo, Expedia and our respective subsidiaries and corporate affiliates. Vrbo provides websites, apps and services, including user support, search, discovery, booking, messaging, payment, listing management, merchandising, distribution, personalization, recommendations, and other online or offline tools and services, whether made available through websites, mobile applications, APIs, data feeds, voice-activated assistants, messaging platforms, connected devices, AI-powered surfaces, automated agents, or any other channel now existing or later developed ("**our Service**"), which enable (i) property owners and property managers to list their property and (ii) travelers to select properties and interact with property owners, lessees, managers and others who list properties on our Service, and anyone acting on their behalf (each a "**Host**" or "**you**"). The websites and apps included in our Service are provided via country specific URL's, including through the sites www.vrbo.com, https://www.vrbo.com/en-ca/, https://www.vrbo.com/fr-ca/, and https://www.vrbo.com/pt-br, mobile applications (for mobile phone, tablet and other devices or interfaces), or the sites or applications of other members of our Group of Companies and any affiliated, co-branded or linked website through which our Group of Companies provides content or service (collectively, the "**Site**"). Booking payments conducted through the Site (the "**Payment Services**") are handled by Vrbo or by other members of our Group of Companies ("**Vrbo Payments**") with support from third party payment services providers, or by third party payment providers, depending on the currency. Payment Services are subject to the terms and conditions of those third party payment providers and, in the case of Vrbo Payments, subject to the United States Accommodation Fee Collection Agreement, Canada Accommodation Fee Collection Agreement (English) or Canada Accommodation Fee Collection Agreement (French) as well (as applicable). These Terms contain important information about limitations of liability and resolution of disputes through arbitration rather than court for claims brought against Vrbo in the United States. Please read them carefully.

1.2 These Terms govern our relationship when you access or use our Service, including to offer or list any property for rent.

1.3 If Host is a company, partnership or other entity, a person who uses our Service and/or agrees to these Terms on behalf of that Host represents that they have the authority to bind the entity to these Terms.

1.4 Vrbo does not authorize anyone to register with our Service unless they are able to enter into legally binding contracts. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms. Each Host represents and covenants that all information submitted to us and to our Service during such Host's registration with our Service shall be true and correct. Each Host further agrees to promptly provide notice to us (using "Update your contact information" (English), "Update your contact information" (French) or "Update your contact information" (Brazil)) regarding any updates to any information previously submitted by such Host to our Service.

1.5 Vrbo may revise these Terms from time to time for any reason, such as a technical development, a change in business operations, new or amended or discontinued products or features, changes to any prices or fees, or due to a change in applicable laws. You will be provided with 30 days' notice in advance of material changes to any of the provisions of these Terms or, except as provided herein, of our decision to terminate these Terms. We will inform you of such material changes or termination via your email address and/or via the Dashboard (as described below). If you do not agree to the updated Terms, you may terminate these Terms by removing your Listing(s) (as defined in clause 4.1 below) and ceasing to use our Service within the 30-day notice period. You should visit this page periodically to view the most current Terms because your continued use of our Service is acceptance of these Terms and they are binding on you.

1.6 Vrbo has a zero-tolerance policy regarding acts of discrimination (including but not limited to race, ethnicity, religion, national origin, disability, sex, gender identity or sexual orientation), harassment, or violence and we will remove any Guests (as defined below) and/or Hosts from our Service who exhibit or promote such behavior. Vrbo reserves the right to enforce this policy in its discretion on the basis that the safety or Property of Hosts and/or Guests is at risk.

2. The Site is a Venue only.

2.1 The Site (and our Service) is a venue which allows Hosts to list one or more properties available for rent (each a "**Property**") with different pricing formats (as described in these Terms) to Guests. As used in these Terms, the term "**Guest**" refers to a guest or potential guest (and all persons named on a booking), using our Service and any of the Content or other services made available through it (including, booking a property or interacting or communicating through our Service) and who is not using it in their capacity as a Host and the term "**Users**" means Guest(s) and Host(s) collectively. We may also offer online bookings or other tools or services to allow Hosts and Guests to communicate with each other and to enter into rental agreements or other transactions with each other. Additional information can be found on the Site.

2.2 The Site (and our Service) is a venue for Users to interact with each other. Rental agreements are concluded only between the Guest and the Host. Vrbo is not, and does not become, party to any such contractual relationship with the Guest and the Host. You acknowledge and agree that the Guest and the Host will be responsible for performing the obligations of any such agreements, that Vrbo is not a party to such agreements, and that, with the exception of Vrbo Payments' obligations under the United States Accommodation Fee Collection Agreement, Canada Accommodation Fee Collection Agreement (English) or Canada Accommodation Fee Collection Agreement (French) (as applicable), our Group of Companies disclaim all liability arising from or related to any such agreements. This is true even if the Site or the use of our Service (including any other tools, services

or products) facilitates booking a Property. For clarity, Vrbo is not a party to any rental or other agreement between Guests and Hosts, and Hosts are not considered Vrbo's service providers, employees, agents, or joint venture partners.

2.3 You must include all fees, charges, taxes you are responsible for disclosing, Host Ancillaries, booking conditions, house rules, cancellation policies, restrictions, and other terms applicable to your Listing in the appropriate fields within our Service. You may not collect or attempt to collect from a Guest any fees, charges or amounts not included in your Listing, except for certain Hosts who are qualifying property managers and receive express permission to collect such amounts from a Guest. You are responsible for ensuring that all such information is complete, accurate up to date and presented in the fields and format we require. Any terms, policies or conditions that you include in any supplemental agreements with Guests must: (i) be consistent with these Terms, our policies, and the information provided in your Listing, (ii) be prominently disclosed in your Listing description or other fields we require; and (iii) not reduce, conflict with, or limit any Guest rights or Vrbo rights described in these Terms.

2.4 Hosts may be either individual property owners acting on a consumer-to-consumer basis, or property managers operating on a business to consumer basis. If you enter into a rental agreement with a Guest on a consumer-to-consumer basis, please be aware that consumer law may not apply in relation to your agreement with the Guest. Hosts are solely responsible for determining whether or not they are operating as a consumer or a business and for any representations they make to Guests with respect to their status. For the avoidance of doubt, this clause 2.4 applies to you if your Property is located in the United States or Canada.

2.5 For the avoidance of doubt, if your Property is located in Brazil, and regardless of whether you are an individual property owner or a property manager, clause 2.4 above is not applicable to you. If your Property is located in Brazil, please be aware that your rental agreement with the Guest will be ruled by the Brazilian tenancy law (Federal Law n. 8245/1991).

2.6 Responsibility for applicable laws, rules and regulations. Hosts agree that they are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of our Service, their use of any tool, service or product offered on our Service and any transaction they enter into either on our Service or in connection with their use of our Service. Host further agrees they are responsible for and agree to abide by all laws, rules and regulations applicable to the Listing of their Property and the conduct of their business, including but not limited to any and all laws, rules, regulations or other requirements relating to taxes, credit cards, data security, data and privacy, permits, planning or license requirements, nuisance, local authority requirements, health and safety compliance and compliance with all antidiscrimination and housing laws, lease or other property restrictions as applicable. Please be aware that even though we are not a party to any rental transaction and, to the extent permitted by law, we assume no liability for legal or regulatory compliance pertaining to listing or renting any Property on our Service, there may be circumstances where we are nevertheless obligated or required to provide information relating to any Listing in order to comply with governmental and/or regulatory bodies in relation to investigations, litigation or administrative proceedings.

2.7 Hosts who, via a third party payment service provider, accept credit card, banking or other payment information from Guests agree to properly handle and safeguard all such information in accordance with applicable legal and regulatory requirements, applicable card association or network operating rules and/or policies and best practices and/or the data security policies of Vrbo and further agree to only collect and use such payment information in connection with an authorized Guest reservation and for no other purpose.

2.8 Hosts acknowledge that they are at all times responsible for complying with all applicable laws, regulations or rules, in relation to any discount, savings, other promotional and/or reference price messages they have displayed in their listings details on our Service. Hosts shall indemnify our Group of Companies against any fines, damages, costs, losses, liabilities, fees, penalties and expenses incurred by our Group of Companies as a result of a breach by such Hosts of any applicable laws, regulations or rules in relation to the above pricing related messages.

3. Privacy and Data Security.

3.1 Each Party will comply with the data protection requirements (the "**Requirements**") that apply to it as set out in the "Vacation Rental – C2C Agreement" located at https://legal.expediagroup.com/privacy/privacy-contract-terms/partner-data-processing-agreements/travel-suppliers/vacation-rental (as amended from time to time provided that no changes to the Requirements will be deemed to take effect against you without notice after the date of last amendment to these Terms between you and us to the extent such changes (i) are not required by Applicable Data Protection Laws; or (ii) otherwise have a material adverse impact on you, unless they have been accepted by you, such acceptance being deemed if no objection is raised within 30 days of any such notice). The Requirements are incorporated into these Terms by reference and a material breach of them will be deemed to be a material breach of these Terms. All notices relating to this clause shall be emailed to ERSSOC@expedia.com in addition to any other notice requirements in these Terms. Terms not defined in this paragraph will have the meaning given to them in the Requirements. Further, unless you receive consent directly from a Guest or have an alternative appropriate legal basis, you will not, directly or indirectly, engage in any solicited or unsolicited marketing, promotional, or similar communications, with any Guest that has booked a Property through our Service.

4. Property Listings.

4.1 Hosts may in accordance with these Terms agree with Vrbo to place on our Service a listing for a specific Property via a pay per booking listing ("**Pay-per-Booking Listing**") or an annual subscription listing ("**Subscription Listing**") (each, a "**Listing**"). If your Property is in Brazil, and regardless of whether you are an individual property owner or a property manager, Subscription Listing is not applicable to you, and you can only place a Pay-per-Booking Listing.

4.2 To create an account, you must be at least 18 years of age and follow the account creation instructions provided through our Service. The account you create on our Service may also allow you to access other sites, applications, tools and services offered by members of our Group of Companies (including Expedia and Hotels.com) using the same account credentials, in

addition to our Service (an "**Expedia Group Account**"). Please note that when using your Expedia Group Account, the relevant terms of service displayed on the sites, apps, tools and services (including the Site and our Service) that you are using will govern your use of them. For information on how to delete your account, sign into your account on our Service and follow the applicable account deletion process. For further information about your privacy rights (such as deletion or access), please see the Site's Privacy Statement.

4.3 If you sign up as a Host on our Service, you will receive our marketing mail communications, which is an integral part of our Service. We may offer different newsletters from time to time intended to enhance our Service. Hosts have the choice whether to receive marketing email communications from Vrbo, and may cancel their subscription to these email newsletters at any time through the Communications Preference Center, although it may take a short while for the changes in preferences to become effective. You also acknowledge and agree that we may on occasion offer discount pricing for your Property; provided that (i) any such offers will be available with respect to a broad number of Listings and not limited to your Property; (ii) we will provide you with electronic notice of such discount(s); and (iii) you may opt out of a particular offer. In addition, you agree Expedia may also on occasion offer travelers rewards on the price of your Property; provided that (i) any such rewards will be available with respect to a broad number of properties and not limited to your Property, based on algorithmic criteria unrelated to the content of your Listings; (ii) the price you set for your Property will always be displayed in your Listing as the reference price alongside the amount of the reward; and (iii) unless otherwise agreed to with respect to any particular offer, the rewards will not reduce the amount otherwise payable to you in respect of any booking.

4.4 Listings may be displayed, distributed, marketed, made searchable, made bookable or otherwise made available on our Service, on other sites, applications, tools, services, and channels within our Group of Companies, and through third-party websites, applications, APIs, data feeds, booking tools, metasearch services, distribution partners, AI-enabled agents, assistants, automated services and other online or offline channels with which our Group of companies has arrangements, to the extent we determine such distribution is appropriate However, Vrbo gives no guarantee of publication other than on the Site where Host originally registered its Listing and within the limit of Vrbo's right to publish a Listing or not.

4.5 Host Eligibility for Listings.

4.5.1 In order to create a Listing, Hosts must comply with the practices described in this clause (and any other requirements in these Terms or that have been notified to Host by Vrbo from time to time on reasonable notice).

4.5.2 Online bookings and online payments are required for all Listings (including online payments for certain Hosts who are qualifying property managers outside of our Service). Except for certain Hosts who are qualifying property managers, Host commits to manage communications, enquiries and all bookings through our Service and Vrbo's tools.

4.5.3 Payments to Vrbo must be made by direct debit, bank transfer, credit card payment or any other payment method authorized in advance by Vrbo. All banking and other fees relating to a payment shall be borne by Host or, if applicable, the Guest.

4.5.4 Note that Hosts who are qualifying property managers may apply to Vrbo to enter a separate property manager listing contract, which may contain additional terms, conditions and requirements for Listings.

4.5.5 Vrbo reserves the right to decline any Listing, which in Vrbo's reasonable discretion, is capable of violating, or being associated with the violation of, any provision of these Terms.

4.5.6 Host commits to provide only accurate and up to date information in each Listing (including the description, rates, taxes and cancellation policy) and shall not impose different conditions on the Guest than those set out in the Listing.

4.5.7 For so long as any Property is listed on our Service, you will provide to Vrbo Content and Host Ancillaries that are at least as complete, accurate, current, detailed, and favorable as the information, content, services, amenities, fees, policies, rules, restrictions, availability, booking conditions, and other materials that you make available through your own websites, applications, booking engines, call centers, social media channels, property management systems, APIs, data feeds, or any third-party booking, marketing, advertising, distribution, metasearch, AI-enabled agent, assistant, automated service, or other channel. You will not withhold from Vrbo any material Content, Host Ancillary, amenity, policy, restriction, availability, or other information that you make available through any such channel and that would reasonably be relevant to a Guest's search, comparison, booking, payment, stay, cancellation, refund, customer service, or post-stay experience.

4.6 Additional Terms - "Pay-Per-Booking Listings".

4.6.1 Each Pay-per-Booking Listing is displayed on our Service without any upfront fee, but in exchange, Host will owe an amount which includes (i) a commission payable to Vrbo equal to a percentage of the total rental amount (including any mandatory fees charged by Host) paid by a Guest on every booking sourced through our Service (the "**Commission**") and (ii) a payment processing fee related to online payment and due to Vrbo Payments or a third party payment processor (as applicable). The Commission is not refundable to Host with respect to any bookings that have been partially or entirely completed (e.g., if a Guest disputes the amount owing to Host or otherwise seeks a refund). Vrbo reserves the right to change the applicable Commission, with any changes to be notified to Host at least 30 days before the new Commission is applied. The new Commission rate will be deemed accepted if Host does not remove their Listing by the time the new Commission is applied. For the avoidance of doubt, if Host collects any fees and charges for a booking from a Guest outside of our Service and fails to pay the Commission owed to Vrbo or if Host facilitates the collection of any fees and charges for a booking outside of our Service to avoid payment to Vrbo of the Commission, such action will constitute a breach of these Terms and in addition to any other rights and remedies available to Vrbo hereunder, Host will owe and pay to Vrbo the Commission applicable to any such booking.

4.6.2 The calculation of the Commission will not include amounts charged for taxes and any other product or service purchased by the Guest and charged by the applicable member of our Group of Companies, such as insurance products. It is the Host's

duty to accurately break down the different amounts charged to the Guests.

4.6.3 A description of the applicable fees that apply to each Pay-per-Booking Listing will be displayed under the "List Your Property" tab of the Site (when made generally available). Exceptions may be made for Hosts that are integrated property managers.

4.6.4 All Pay-per-Booking Listings are subject to additional terms, conditions and requirements as set out during the registration for such Listing (including those of third-party providers). You also acknowledge and agree that we may on occasion offer discount pricing for your Property; provided that (i) any such offers will be available with respect to a broad number of Listings and not limited to your Property; (ii) we will provide you with electronic notice of such discount(s); and (iii) you may opt out of a particular offer.

4.6.5 Pay-per-Booking Listings will be displayed on the Site indefinitely; however, Vrbo reserves the right to remove or refuse to publish any Listing at any time, subject to these Terms. A Host can also suspend or remove their Listing at any time, through the Dashboard or by contacting Customer Service (English), Customer Service (French) or Customer Service (Portuguese) (as applicable).

4.6.6. Conversion of a Listing from a Subscription Listing to a Pay-Per-Booking Listing is only possible at the end of the subscription term for each Subscription Listing. Conversion from Pay-per-Booking Listing to Subscription Listing is not allowed.

4.7 Additional provisions in relation to Subscription Listings.

4.7.1 To purchase a Subscription Listing, Host must make an order by means of the Site's online order form and pay Vrbo the fees for the relevant Listing, which may or may not be accepted by Vrbo ("**Subscription Listing Fees**"). The price of a Subscription Listing is specified in the list of current rates on the Site. If you act as a consumer and unless any of the legal exceptions apply, you have rights to cancel the Subscription Listing Fees during the cooling off period. The 'cooling off period' is fourteen calendar days from date of entry into these Terms. If you change your mind during the cooling off period, you can cancel by notifying us by contacting Customer Service (English), Customer Service (French) or Customer Service (Portuguese) (as applicable) and we'll refund you (if applicable) any monies paid within 14 calendar days. **Vrbo is not accepting new Subscription Listings and may not allow the renewal of prior Subscription Listings. Subscription Listings are not available for Properties located in Brazil.**

4.7.2 By submitting an order form Host warrants that all the information they have provided to Vrbo is accurate and complies with these Terms.

4.7.3 Subscription Listings sold by Vrbo run for the full Listing term ("**Initial Listing Term**"). That Initial Listing Term starts on the date that Host submits the full or initial (as applicable) payment of Subscription Listing Fees (the "**Purchase Date**") and expires one year thereafter (the "**Subscription Listing Term**"), unless renewed as provided below. For example, for an annual subscription term, if a Host purchases the subscription on July 1st, the Subscription Listing would expire on June 30th of the following year (unless renewed as provided below).

4.7.4 Subscription Listings may renew automatically and continuously for the same duration as the Initial Listing Term (each a "**Renewed Listing Term**"). Special discounts granted for the Initial Listing Term will not be granted for a Renewed Listing Term. The automatic extension of a Listing term can be deactivated at any time before the end of the Initial Listing Term or the then-current Renewed Listing Term by disabling “Auto Renew” located under Account Settings. To avoid doubt, any such deactivation will only take effect at the end of the Initial Listing Term or Renewed Listing Term in which the deactivation occurs. We will automatically charge your form of payment for any renewal of your Listing (and you hereby expressly authorize us to do so).

4.7.5 If a Host purchases a Subscription Listing, but does not complete the creation of the Subscription Listing or the Subscription Listing does not appear on the Site for any other reason, refund requests for Listing Fees may be considered by Vrbo, but are only available if applied for by Host by contacting Vrbo through Customer Service (English) or Customer Service (French) (as applicable) during the first three (3) months following the relevant Purchase Date (the "**Initial 3 Months"**), and on the condition that: (i) the relevant Subscription Listing has not appeared on the Site during the Initial 3 Months; and (ii) the failure of the Subscription Listing to appear on the Site during the Initial 3 Months does not result from Host failing to take such steps as Vrbo may require in relation to the completion of the Subscription Listing.

4.7.6 Subscription Listing Fees are non-refundable in the event that a Host terminates these Terms or wishes to remove a Listing before the end of the term of the applicable Subscription Listing Term.

4.7.7 In addition to the Subscription Listing Fees, each booking made via our Service may owe a payment processing fee related to online payment to Vrbo Payments or a third-party payment processor (as applicable). You also acknowledge and agree that we may on occasion offer discount pricing for your Property; provided that (i) any such offers will be available with respect to a broad number of Listings and not limited to your Property; (ii) we will provide you with electronic notice of such discount(s); and (iii) you may opt out of a particular offer.

4.8 Off-Platform Bookings.

4.8.1 All bookings completed on or originating from our Service will be deemed attributable to Vrbo and subject to the Commission or Subscription Listing Fees, as applicable. A booking will be regarded as having originated from our Service where Host receives through our Service an inquiry, booking request, or other contact from or on behalf of a Guest about a Listing (each, a "**Vrbo Lead**"), and then, as a result of and within thirty (30) days of the Vrbo Lead, Host completes a booking for that Listing directly with the Guest or the Guest's representative, including by telephone or email (each, an "**Off-Platform Booking**").

4.8.2 For Pay-per-Booking Listings, Vrbo will be entitled to the Commission on every booking made on our Service as well as on every Off-Platform Booking. For Subscription Listings, Vrbo will be entitled to a fee for every Off-Platform Booking, except that

no such fee will apply to Subscription Listings where the Guest completes such a booking through our Service or otherwise pays the associated Service Fee to Vrbo.

4.8.3 In addition, should Host receive a Vrbo Lead about a Listing that is or becomes unavailable for the Guest's requested dates, and then within 30 days of that Vrbo Lead executes a booking with the Guest for another property owned or managed by Host that comprises the same or similar dates and destination, regardless of whether Host lists the substitute property on our Service, Vrbo will be entitled to the Commission or an Off-Platform Booking fee on the total amount charged for the booking of the substitute property.

4.8.4 The Commission and Off-Platform Booking fees will generally be calculated as a percentage of the total amount, before taxes, that Host charges for the associated stay. If Host uses payment processing services on our Service, then the applicable processing fees also will be included in the total booking amount on which those commissions and fees are calculated. All applicable percentage rates for the Commission and Off-Platform Booking fees will be set forth in the applicable rate schedule, statement, or confirmation provided by Vrbo to Host with respect to each Listing or group of Listings, and such rates may change upon reasonable notice to Host.

4.8.5 It is the sole responsibility of Host to ensure proper reporting of all Off-Platform Bookings to Vrbo, and to transmit such reporting through the Dashboard or such other reporting method as Vrbo may designate. Such reporting is subject to review, and if Vrbo determines that a booking of a Listing originated on our Service but was not properly reported as attributable to a Vrbo Lead under this clause 4.8, then Vrbo will notify Host of such discrepancy and will be entitled to assess the Commission or an Off-Platform Booking fee on the amount charged for such stay, unless Host provides reasonable evidence to the contrary.

5. Using the Service.

5.1 Upon registration, a Host is given a user profile in which the data the Host contributes is recorded and in which all the Properties offered by that Host are specified (the "**Dashboard**").

5.2 The Dashboard provides various functions which are intended to assist Hosts to manage their Properties through our Service; these functions, and the Dashboard itself, are made available on an "as is" basis, and Vrbo does not undertake that the Dashboard or its functions will be complete or error-free or without issue. From time to time, Vrbo may recommend that you utilize certain services, tools or other features available via the Site or the Dashboard to improve Guest experience. Such recommendations and feedback are provided on an “as is” basis and by using our Service, you hereby agree to consider such recommendations and feedback.

5.3 The "Online booking" feature for Listings allows Guests to make online bookings for the Property. Guests booking online may pay for their booking through an online payments gateway managed by Vrbo Payments (supported by a third-party payment service provider) or through a third-party payment provider chosen by the Host. We may require Hosts to use Vrbo Payments to accept payments from Guests for online bookings made on our Service. Payouts to Hosts for Guest payments accepted through Vrbo Payments will be deposited to the Host by electronic funds transfer to the bank account selected by the Host and verified by our Service. Vrbo is not responsible for the acceptance, settlement, or timing of payouts due to Hosts that do not accept payments from Guest through Vrbo Payments. . The online payments accepted through Vrbo Payments are subject to the terms and conditions of the third-party payment provider and/or subject to the United States Accommodation Fee Collection Agreement, Canada Accommodation Fee Collection Agreement (English) or https://www.vrbo.com/fr-ca/lp/b/terms-of-payments as may apply to the Host depending on the Host location and payout currency. http://www.vrbo.com/lp/b/terms-of-paymentshttps://www.vrbo.com/en-ca/lp/b/terms-of-paymentshttps://www.vrbo.com/fr-ca/lp/b/terms-of-paymentsThe payment methods and options available to Guests for bookings are as described in clause 5.11.

5.4 In the Dashboard, Host also has access to Guest Reviews for Host’s Properties and any available Property Review of a Guest who has reviewed Host’s Property.

5.5 By submitting Content to our Service, Host, although retaining all ownership rights in the Content, hereby grants our Group of Companies, and our and their affiliates, service providers, distribution partners, technology providers, and other authorized third parties, a non-exclusive, royalty-free, fully paid, worldwide, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) right and license in Host’s intellectual property rights, including copyright, trademark rights, database rights, rights of publicity, and, as applicable, moral rights, in the Content. Such license rights include the right to use, copy, reproduce, modify, adapt, normalize, format, translate, analyze, process, ingest, index, classify, enrich, publish, display, distribute, transmit, create derivative works from, publicly display, publicly perform, and otherwise use all Content posted or submitted by Host to our Service throughout the world for any purpose in any media or form now known or hereafter devised, including on websites, mobile applications, APIs, data feeds, AI-powered surfaces, automated agents, voice-activated assistants, messaging platforms, connected devices, search products, recommendation tools, personalization tools, merchandising tools, fraud prevention tools, customer support tools, and partner or third-party distribution channels. This license includes the right to process Content through automated systems, including artificial intelligence, machine learning, large language model, ranking, retrieval, recommendation, personalization, translation, and other algorithmic systems, for purposes of operating, improving, protecting, marketing, distributing, and merchandising our Service, Listings, Properties, and related products and services.

5.5.1 "**Content**" means all information, content, data, and materials of any kind that you, Guests, or any third party submit, provide, transmit, upload, enter into, or otherwise make available to or through our Service, including text, descriptions, reviews, photographs, images, videos, audio, virtual tours, immersive media, interactive features, property attributes, amenities, accessibility information, house rules, safety features, location information, fees, taxes, cancellation policies, booking conditions, Host responses, structured data, machine-readable content, metadata, and any other content or material relating to you, your Listing, your Property, or services offered in connection with your Property.

5.5.2 “**Host Ancillaries**” means any additional service, product, experience, amenity, add-on, fee-based option, or benefit offered by you or on your behalf separately from or in combination with a Property stay, whether fulfilled by you or by a third party. Examples include early check-in, late check-out, cleaning options, parking, pool or amenity access, pet fees or services, equipment rentals, grocery stocking, local experiences, transportation, concierge services, damage protection, and any other optional or mandatory product, service, experience, amenity, or charge associated with a Listing.

5.5.3 Guests and Hosts may post reviews on our Service. Guests who have booked through our Service may post their own reviews of a Host’s Properties (“**Property Reviews**”) on our Service. Host are given the opportunity to view Property Reviews, and to respond to them (a "**Host Response**"). More details about Property Reviews and Host Responses are available here. Hosts will also be given the opportunity to review the Guest’s stay at a Property ("**Guest Review(s)**"). Host expressly warrants that any review so posted must be in accordance with our United States Content Guidelines, Canada Content Guidelines (English), Canada Content Guidelines (French) and Brazil Content Guidelines (as applicable). More detail as to the Guest Review process is available Customer Service (English), Customer Service (French) or Customer Service (Portuguese) (as applicable). Hosts may not further disclose, make further use of or reference to such Guest Reviews without having the express consent of the Guest to disclose or use. Please note that Vrbo does not, and does not realistically have the ability to, verify the accuracy or otherwise of Property Reviews or Guest Reviews. Vrbo may remove any Content if it becomes aware or is notified that the Content is illegal. Further, with notice provided to Host, Vrbo may decline to post Content or may remove any of them that do not comply with Content Guidelines. Host may appeal the decision to remove any of Host’s Content by contacting Customer Service (English), Customer Service (French) or Customer Service (Portuguese) (as applicable).

5.5.4 Guests and Hosts are eligible to submit a review up to 180 days after check-out, or until one party initiates the review process. Once one party submits a review, the other has 14 days to complete their review. Neither party will be able to see each other's ratings during this 14-day blind period until they both have submitted the review. This means that honest opinions can be shared in confidence.

5.5.5 Vrbo expressly disclaims any liability for any Property Review or Guest Review posted on our Service or any Host Response provided to the Guest. We will not edit or otherwise modify reviews on a Guest’s or Host’s behalf. A Guest or Host may contact Customer Service (English), Customer Service (French) or Customer Service (Portuguese) (as applicable) to request that we remove a review they’ve written.

5.6 Vrbo requires all Property Reviews, Host Responses, Guest Reviews and other communications to conform to the United States Content Guidelines, Canada Content Guidelines (English), Canada Content Guidelines (French) and Brazil Content Guidelines (as applicable), and may decline to post any of them that Vrbo finds does not do so. In the event that any Property Review, Host Response, Guest Review or any other communication appears on our Service but fails to conform to the Content Guidelines, then without prejudice to any other available remedies, Vrbo shall be entitled to promptly remove from our Service the relevant non-conforming Property Reviews, Host Responses, Guest Reviews or any other communication. Vrbo will promptly inform Host of the reasons why Host’s Content has not been displayed or has been removed from our Service and Host may appeal the decision to remove any Content by contacting Customer Service (English), Customer Service (French) or Customer Service (Portuguese) (as applicable).

5.7 Communications using our Service (and any tools provided on our Service) are available for review by the Guest and the Host who are party to the communication and for viewing by the employees and representatives of our Group of Companies to monitor for compliance with the Terms. Hosts should print a copy for their own records of any message which is important (for example a payment receipt or a booking confirmation).

5.8 Messages sent via our Service should only relate to genuine booking inquiries. We do not tolerate spam or unsolicited commercial electronic communications of any kind. It is prohibited to misuse our Service, such as by sending unsolicited commercial communications (spam) or disclosing personal information of Users to a third party, unless you have the express permission from the User. Emails and Site recommendations transmitted via the "recommend this site" function should only be sent with the recipient's consent. You agree that you will protect other Users' personal information in accordance with applicable laws and regulations and in any event, using a reasonable standard of care, and you assume all liability for the misuse, loss, or unauthorized transfer of such information.

5.9 Hosts and Guests are solely responsible for the content of their communications with each other.

5.10 A service fee is charged to Guests ("**Service Fee**") as additional compensation for the use of our Service including other online tools, services, and functions available through our Service enabling Guests to select and interact with Hosts listing their Property. The Service Fee helps Vrbo to provide a safer and more secure booking experience. Benefits associated with that use include secure communication including an Expedia Group Account, filtered search results based on Guest preferences, and various 'book with confidence' guarantees. The Service Fee is charged to Guests who book Listings originating from our Service, any other member site or application of our Group of Companies or any site or application of any partners in Expedia’s affiliate program using the Vrbo check-out process and is ordinarily calculated as a percentage of the total rental amount (which may include additional fees, and damage deposits that might be charged by Host). The Service Fee, plus any applicable taxes charged by the relevant jurisdiction on such Service Fee, will be displayed to Guests at the time of booking and before final check-out. Depending on the laws of the jurisdiction where the Guest and/or Host resides and/or where the Property is located, the Service Fee may be subject to (or may include) sales tax, VAT, occupancy taxes, or any other equivalent indirect taxes. Hosts agree not to encourage or advise a Guest to avoid or circumvent the Service Fee charged by Vrbo, and to do so is a breach of these Terms.

5.11 Vrbo may, in its discretion, adopt, modify, suspend, or remove the methods and options by which Guests may pay for bookings from time-to-time. The availability of any particular payment method or option may vary by Property, Guest, jurisdiction, currency or booking, and Vrbo does not guarantee that any specific payment method or option will be offered or will continue to be offered.

6. Listing Details and Services.

6.1 Vrbo currently offers a single annual subscription, although Vrbo is not accepting new annual subscriptions. If your Property is located in Brazil, subscription is not applicable to you.

6.2 In a Listing, one (1) Property is displayed.

6.3 In a Listing, photos of a Property may be displayed. A cut-down version of the Listing is shown on the Site on a given search page, in the form of a thumbnail with a picture of the Property, linked to the full-page Listing.

6.4 Vrbo may use a translation service on our Service. Host acknowledge and accept that such translation services are static machine translation systems which frequently make mistakes.

6.5 Vrbo requires all Hosts to verify the location of their Listing on the Dashboard. This includes leveraging information from Google Maps to appropriately place the Listing's location on a map and in regional searches. Host accepts that Google Maps is provided under Google's terms and conditions and Vrbo will not be responsible for the functioning, accuracy or otherwise of Google Maps. Host acknowledges and accepts that Google Maps' service is not error free and Host will ensure that the correct location of the Property is shown by Google Maps when using this service.

6.6 Vrbo also uses Google Analytics (and other analytics platforms) to gather statistics on Site usage. There are more details in the Site's Privacy Statement and Cookie Statement, and in Google's own privacy policy. Google may aggregate data they collect from their various services including Google Analytics, Google Translate, Google Maps and other Google services including YouTube. Host accepts that our Group of Companies have no control over Google's data collection.

6.7 Host may activate a free SMS service, which informs Host about any incoming Guest enquiries and booking requests about Listings. Host understands and accepts that SMS is not 100% reliable and may be subject to connectivity and blocking issues outside Vrbo's control. Additionally, the use of SMS messages, particularly when travelling, may result in additional costs for Hosts from telecoms and network providers which Host agrees to accept when signing up for the SMS service. Host understands and accepts that SMS messages may be monitored and disclosed in accordance with the Site's Privacy Statement.

7. Ranking and Appearance in Search Results.

7.1 Vrbo cannot guarantee that any Listing will appear or that such Listing will appear in any specific order in search results on the Site (or any other part of our Service). Search order will fluctuate automatically depending on filters used by Guests, Guest preferences, as well as your "ranking" which may consist of the attributes of your Property and the quality of the experience provided. Attributes of your Property are evaluated based on a variety of factors such as Guest feedback, amenities, and the location of your Property. The quality of the experience is based on a variety of factors such as calendar accuracy, Host response times and booking acceptance, rate consistency, Host cancellation rate and quality stay experience. A Listing's search position may also be impacted by participating in the Premier Host Program (English) or Premier Host Program (French) or similar program (to the extent available). The search position for certain new Listings may also be prioritized. Vrbo reserves the right to apply automatically various search algorithms or to use methods to optimize ranking results for a particular Guest's experiences and the overall marketplace. Listings distributed on third party sites are not guaranteed to display on such third-party site in any particular order or at all. Search results and order may appear different on Vrbo's mobile application than they appear on its website. To optimize the search experience for both Hosts and Guests and improve the ranking process, Vrbo retains the right to run occasional tests that will be limited in duration but may alter how we display Listings and search results.

8. Additional Paid Services.

8.1 Vrbo makes available and may from time to time add to or remove additional paid-for-services that Hosts decide to take ("**Additional Paid Services**").

8.2 More information about Additional Paid Services can be found on the Site. Each Additional Paid Service may be subject to additional terms and conditions which will be available to Host at the time when Host agrees to take the relevant Additional Paid Service.

9. Termination.

9.1 Without limiting any of its rights set out below, Vrbo may terminate these Terms at any time upon providing Host with thirty (30) days' notice via email to Host's registered email address. You may terminate this agreement at any time by deleting your Expedia Group Account. For information on how to delete your Expedia Group Account, sign into your account on the Site and follow the applicable account deletion process.

9.2 If Vrbo determines, or an allegation is made, that:

9.2.1 Listings or other content associated with a Host contain any material that infringes the United States Content Guidelines, Canada Content Guidelines (English), Canada Content Guidelines (French) and Brazil Content Guidelines (as applicable), or violates the law, applicable regulations or the rights of any person or entity;

9.2.2 A Listing is identified by a court, law enforcement, administrative agency or other governmental body for removal;

9.2.3 A Listing is for a Property that is not allowed to list or accept bookings under applicable law;

9.2.4 A Listing does not include a registration, license, permit, identification, certificate or similar number or information as required by Vrbo or applicable law;

9.2.5 A Listing or Host fails to comply with a direction from Vrbo, including but not limited to adding a license, permit, identification, certificate or similar number to the Listing;

9.2.6 A Host fails to accept more than a certain number of bookings or books more nights than Vrbo or applicable law allows;

9.2.7 a Host has submitted unsuitable material to, or misused, the Site or our Service;

9.2.8 a Listing or a Host's rental practices (i) are unacceptable or unfair, (ii) warrant the immediate removal of such Host's Listings from the Site (for example, and without limitation, if a Host double-books a Property for multiple Guests on the same date, or where Host has instant booking enabled, by not accepting bookings when the Property is available to book or by cancelling bookings that Host has previously accepted), or (iii) would otherwise be considered unfair or improper within the short term property rental industry;

9.2.9 Host is in material breach of these Terms (which shall include, for the avoidance of doubt, any breach of clause 5, 'Using the Services', clause 12, 'Rights and obligations of Host, or clause 14 'Prohibitions') any other obligations owed to our Group of Companies or any Guest;

9.2.10 a Host has been abusive or offensive to any Guest or employee or representative of any member of our Group of Companies;

9.2.11 a Host uses a false identity or has provided inaccurate information;

9.2.12 Vrbo's systems or communications platforms have been otherwise misused;

9.2.13 anything similar to the foregoing has occurred in relation to any member of our Group of Companies; or

9.2.14 a Host fails to provide, maintain, correct, or update complete, accurate, current, and appropriately structured Content or Host Ancillaries as required by these Terms, or provides materially more complete, accurate, current, structured, machine-readable, searchable, bookable, or useful content through another channel than through our Service,

then Vrbo shall be entitled to, at its reasonable discretion, upon providing a written statement of reasons (as described below), take one or more of the following actions: (i) amend, (ii) suspend or (iii) terminate either (a) any affected Listings, or (b) all Listings associated with that Host (including, for the avoidance of doubt, any Additional Paid Services relating to those Listings) immediately and without refund of Listing Fees or any other fees or charges paid by Host.

In addition to reserving the right to amend, suspend or terminate any Listing, Vrbo reserves all rights to respond to any violation of the Terms, any misuse of the Site or any instance in which Vrbo believes it is reasonably necessary to protect our Group of Companies, any User or any third party, by, including, but not limited to, limiting the Host's use of our Service (including the Site), hiding or otherwise impacting a Listing's search results or whether a Listing appears on the Site, blocking a Listing's calendar, limiting the number, frequency or duration of bookings, stopping payments, cancelling bookings, otherwise controlling a Listing's booking activity, marking a member as "out of office," and/or removing or changing any information that may be false or misleading. In furtherance of the foregoing, Vrbo reserves the right to take all actions to reasonably ensure sound and responsible rental practices, including but not limited to situations creating a nuisance in communities, failure to abide by rental laws, and other actions that may be appropriate or necessary to preclude harm or detriment to others or the short-term rental industry.

Before exercising Vrbo's right to suspend or terminate a Listing (as described herein), Vrbo will provide the applicable Host with a notice of its intention to exercise these rights and provide the Host with an opportunity to remedy the relevant violation(s). However, if the issue or violation constitutes fraudulent or illegal activity, exposes any member of our Group of Companies to potential third-party liability or may cause harm to other Users, then Vrbo may suspend any Listing immediately and without providing prior notice.

9.3 If Vrbo takes any of the measures described above in this clause 9, you may appeal such a decision by contacting Customer Service (English), Customer Service (French) or Customer Service (Portuguese) (as applicable).

10. Rights and obligations of Vrbo.

10.1 Vrbo may change, suspend or discontinue any aspect of our Service at any time, including the layout and the availability of any Site features, database or content without any prior notice or liability.

10.2 Vrbo may conduct identity checks and ask for proof and other information to establish the existence, or any license or registration details, of a Property, a Host and/or ownership of or ability to rent the Property. Host acknowledges that Vrbo is entitled to carry out identity checks and due diligence on Host or to require Host to prove the existence or any license or registration details of a Property. If requested to do so, Host agrees promptly (and in any event within any period requested by Vrbo) to supply Vrbo with such proof of identity or registration of a Property's existence as Vrbo requests. Each Host acknowledges that failure to comply with any such request constitutes a breach of these Terms.

10.3 As permitted by applicable law, Vrbo may obtain screens against public criminal records, sex offender registrations, and other government and third-party databases.

10.4 Vrbo complies with its Privacy Statement and Cookie Statement linked on this Site. Host acknowledges that it has read the applicable Privacy Statement and Cookie Statement and understands that they provide further details on how Vrbo collects, uses, discloses, and otherwise processes personal data when Host uses our Site and our Service. Host authorizes Vrbo to forward the Host's contact details, including telephone number, name and address, to Guests in connection with a Property booking. Our Privacy Statement provides further details and explains how we collect, use, and disclose data when you use the

Site and our Service, and your rights in determining what we do with the information that we collect or hold about you. Vrbo may where necessary (including to prevent fraudulent behavior of a third party and in the event of a complaint, claim or potential litigation) give a Host's contact details to a Guest. Host further consents to the collection, use, disclosure, and other processing of personal data as described in the Site's Privacy Statement and Cookie Statement. If you have provided your phone number, note that, according to your local regulations, you may have a right to register on an opposition list. For example, in the United States, you can register your mobile number on the Do-Not-Call list.

10.5 Vrbo reserves the right to transfer these Terms, and to assign or subcontract, or sublicense any or all of its rights and obligations under these Terms, to a third party or to any other entity belonging to our Group of Companies but will not do so in such a way as to reduce any guarantees given to Host under these Terms.

10.6 We may disclose your personal information and associated records to enforce our policies, as necessary to satisfy our tax or other regulatory reporting requirements, including the remission of certain taxes in the course of processing payments, or where we are permitted (or believe in good faith that we are required) to do so by applicable law, such as in response to a subpoena or other legal request, in connection with actual or proposed litigation, or to protect and defend our property, people and other rights or interests.

10.7 We may create, improve, supplement, normalize, classify, translate, enrich, reformat, or otherwise modify Content, Host Ancillaries, location descriptions, amenities, categories, attributes, and other information associated with a Listing for purposes of operating, improving, protecting, marketing, distributing, merchandising, ranking, recommending, personalizing, or supporting our Service. However, we assume no responsibility to verify Listing Content or the accuracy of the location of any Listing. Hosts are solely responsible for ensuring the accuracy of information provided to Vrbo, of Listing Content and location or geographic descriptions and agree to promptly correct (or contact us to correct) any inaccuracy. In any case, Host will be liable for the addresses provided, which address will be used as the basis for calculating applicable taxes. In the event of inaccurate or incomplete addresses provided, Host will be responsible for any additional taxes incurred by such Host or any taxes, fines, penalties or other liabilities incurred or assessed against any member of our Group of Companies as a result of such inaccurate or incomplete information.

10.8 Where a Guest provides prompt notice to us that your Property is not as described in the Listing, they were unable to access the Property, or they were unable to stay or complete their stay because of safety or other significant issues with your Property, you agree to refund any amounts paid by the Guest for the Property. Additionally, if Vrbo determines in its sole discretion that the Guest is entitled to a refund, you agree that Vrbo Payments may (but are not required to) refund such amounts and that you will reimburse Vrbo for any such refunds and for all costs and expenses associated with such matters. Without prejudice to any of Vrbo's rights hereunder, if a Host cancels an accepted booking or is responsible for the cancellation, Vrbo will charge the Host a cancellation fee. Please see the Host Cancellation Fee Policy (English), Host Cancellation Fee Policy (French), or Host Cancellation Fee Policy (Portuguese) (as applicable) for more information.

10.9 If you or a Guest provide evidence that your or their real or personal property was damaged by the other (a "**Damage Claim**") and you and the Guest are unable to resolve the issue directly, then you or the Guest may escalate the issue to Vrbo. Vrbo shall have no obligation to review or resolve the dispute, but if Vrbo determines that you or the Guest is responsible for the damage, our Group of Companies may (but are not required to) collect any amounts from you or the Guest (as applicable) to cover the damage including by seeking to recover from you under any insurance policies you maintain. You agree to cooperate with Vrbo in good faith regarding any Damage Claims and other claims and complaints.

11. Intellectual Property.

11.1 Our Service (including the Site) is owned by our Group of Companies. All content that appears on our Service is protected by copyright and other applicable intellectual property rights. To the maximum extent permitted by law, reproduction of the Site, in whole or in part, including the copying of text, graphics or designs, is prohibited.

11.2 Hosts are permitted to download, display or print individual pages of the Site to evidence their agreement with Vrbo. The relevant file or the relevant printout must clearly bear the text "© 2026 Vrbo an Expedia group company All rights reserved".

11.3 Our Group of Companies owns the trademarks and registered trademarks VRBO, VRBO.COM, HOMEAWAY, HOMEAWAY.COM, and EXPEDIA, among others seen here ("**our Trademarks**"). Hosts may not use or register our Trademarks or any confusingly similar trademark, name, or identifier in any way whatsoever except as permitted in these Terms, without the express written permission of Vrbo.

11.4 Hosts may not use our Trademarks or the names or trademarks used by any member of our Group of Companies, including but not limited to "vrbo", "homeaway.com", "vacationrentals.com", "hotels.com", "hotel.com", "vacationspot", "travelscape", "hotels.co.uk", "condosavers.com", "orlando.com", "expedia", "hotwire.com", "travelocity", "orbitz", "cheaptickets", "ebookers", "wotif", "stayz", "One Key" or "Open World" or any regional variants or confusingly similar terms (the "Protected Terms") in any way whatsoever, may not bid on such Protected Terms for preferential placement in any pay for placement ad program or cost per click search engine, and will not use any Protected Terms as part of any trademarks or domain names or in keyword meta tags without the express written permission of Vrbo.

11.5 Host represents and warrants that Host owns or has all rights, licenses, consents, permissions, and authorizations necessary to provide the Content to Vrbo and to grant the rights described in these Terms, including the right for our Group of Companies and authorized third parties to use, process, modify, distribute, sublicense, display, and make the Content available through the channels and automated systems described in these Terms.

11.6 To the extent that a Host's Response or a Guest Review or other content (including any Content) may contain trademarks or other proprietary names or marks, Host undertakes that it has obtained all requisite legal permissions and rights for Vrbo's use of such content on our Service (including on the Site). In the event Vrbo receives any complaint that Host is infringing any

third-party intellectual property or other rights, Host will upon notice remove such infringing content unless it establishes that it has the right to use such content.

11.7 By submitting Content to our Service (and Dashboard) (including but not limited to all text, descriptions, reviews, photographs, videos, audio, and the like), Hosts authorize Vrbo to use such Content both on our Service (including the Site), in separately published form and as provided in clause 5.5.

11.8 To the extent that a Host's Listings and other submissions may contain trademarks, Host warrants that they have the right to use them, including sublicensing rights.

11.9 Host agrees to release, defend, indemnify, and hold our Group of Companies, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, debts, obligations, and expenses, including, without limitation, reasonable legal and/or accounting fees, arising out of or in any way related to claims that Host's Content infringes any third party intellectual property or other rights or violates any of the foregoing.

11.10 From time to time, you may submit to us ideas or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names. We are under no obligation to review or consider them. If you choose to submit any ideas, original creative artwork, suggestions or other works ("**submissions**") in any form to us, then regardless of what you say, write or provide to us in connection with your submissions, the following terms shall apply. The sole purpose of the policy in this clause 11.10 is to avoid potential misunderstandings or disputes if any part of our business, such as our products, websites, technologies or marketing strategies, seems similar to any of your submissions. If you provide any submissions to us, you agree that: (i) your submission and its contents will automatically become the property of Vrbo, without any compensation to you, (ii) Vrbo and each member of our Group of Companies may use or redistribute any such submission and its contents for any purpose and in any way, (iii) there is no obligation for Vrbo to review any submission, and (iv) there is no obligation to keep any submission confidential. We welcome your feedback regarding many areas of our business. If you want to send us your feedback, we simply request that you send it to us using the "Share feedback" button located on the search results pages, property pages, and/or the Dashboard. Please provide only specific feedback on our Site and our Service. Keep in mind that we assume no obligation to keep any feedback you provide confidential and we reserve the right to use or disclose such information in any manner.

12. Rights and obligations of Host.

12.1 Host shall submit accurate and truthful information about his/her personal identity, billing address, payment data, tax registration status and applicable account numbers, Property offered in Listings and other communications using our Service or any other platform or systems of our Group of Companies. In addition, Host undertakes the responsibility to ensure the above information is complete, kept accurate and up-to-date the entire time any Listing remains on the Site and to promptly and proactively update such whenever necessary. Before using our Service (including the Site), you (a) commit to providing Vrbo with any data that may be requested by Vrbo pursuant to enforceable laws and (b) agree to promptly provide Vrbo with any supporting documents that may be requested for the purpose of complying with applicable laws or to allow validation of the information you provided. You agree to cooperate with Vrbo in good faith to meet your, our Group of Companies' and our shared compliance obligations.

12.2 Should Vrbo become aware that the information provided by Host is inaccurate, incomplete or out of date, Vrbo will request that Host remedy this situation without delay. If Host fails to correct or complete the information in the required timeframe, Vrbo may suspend the provision of our Service to you, suspend (or cause the applicable third-party service provider to suspend) payments to you, and/or take any other actions available to it at law until its request has been completed in full.

12.3 Host warrants and represents on an ongoing basis for so long as any Property is listed on our Service (i) it owns and/or has all necessary rights and authority to offer for rent and to proceed to take bookings for the Property listed by Host, (ii) if applicable, it will not wrongfully retain a rental deposit in breach of the underlying rental agreement with the Guest, (iii) that all of the information provided to Vrbo is accurate and up-to-date, including, but not limited to any and all representations about any Property, its amenities, location, price, and its availability for a specific date or range of dates, (iv) each Listing relates to an individual and uniquely identified Property which is not a shared space, (v) it will not wrongfully deny any Guest access to any Property, and (vi) it will provide any and all refunds when due in accordance with the applicable cancellation policy or underlying rental agreement except to the extent it relates to Occupancy Taxes previously collected by Vrbo.

12.4 Host undertakes to ensure that the information on the Listing is kept accurate and up-to date for the entire time the Listing remains on our Service (including the Site), and if a translation is provided, to ensure that it is carefully and correctly translated. Host shall not give misleading particulars about the origin of any information or include details that may conceal the true source of any information.

12.5 Host must comply with Vrbo's Marketplace Policies (which includes any policies referenced in Vrbo help articles) as updated from time to time. In addition to any standards set forth in Vrbo's Marketplace Policies or elsewhere in these Terms, Hosts agree to meet the following standards:

12.5.1 Hosts must respond to and accept a material number of enquiries and booking requests received in the interest of the traveler experience;

12.5.2 Hosts are prohibited from cancelling a material number of accepted bookings;

12.5.3 Hosts must maintain an adequate average review rating;

12.5.4 Hosts must respond to Guests in a timely manner and communicate with clarity and respect;

12.5.5 Hosts must take reasonable steps to offer safe and clean environments and to accurately represent accessibility features of a Listing;

12.5.6 Hosts must take reasonable steps to ensure that key amenities included in the Listing are in working order and available for use by the Guests (unless the Guest has otherwise been adequately forewarned); and

12.5.7 Hosts must conduct themselves in a manner that supports a reliable and positive travel experience for Guests, including by avoiding practices that materially undermine Guests' trust.

12.6 Host undertakes to use commercially reasonable efforts to (i) respond to all booking requests from Guests within 24 hours of receipt of a request for booking and (ii) cause all Guest payments to be processed within 24 hours of authorization by the Guest for such payment.

12.7 Host undertakes to ensure that the calendar for each Listing is kept accurate and up to date to reflect the availability of the relevant Property as it is booked and that the description, rates, taxes, and cancellation policy are kept accurate and up to date and no other conditions, rates, taxes or cancellation policies are imposed on the Guest other than those set out in the Listing.

12.7.1 You will provide Content and Host Ancillaries in the fields, formats, taxonomy, structure, quality, cadence, and technical method we reasonably require, including through the Dashboard, API, data feed, connectivity provider, property management system, or other automated or electronic means approved by us. If we request corrections, additional fields, supporting documentation, structured data, machine-readable content, images, videos, or other materials needed to display, distribute, personalize, recommend, merchandise, book, service, or support your Listing, you will provide them promptly and in the manner we require.

12.7.2 You will not provide, maintain, or make available Content or Host Ancillaries through any other channel in a manner that is materially more complete, accurate, current, structured, machine-readable, searchable, bookable, or useful to travelers than the Content and Host Ancillaries you provide to Vrbo, except where expressly required by applicable law or approved by Vrbo in writing.

12.8 Hosts are responsible for ensuring that their Listings do not violate the law or infringe the rights of any person or entity. Listings must not contain false information, personal insults, anything libelous, slanderous or defamatory, or anything that infringes intellectual property or data protection law.

12.9 Host agrees to comply with any applicable export and/or embargo laws. Further, Host holds that they are not on the US Government list of prohibited parties and represents that they are of the applicable legal age to contract with Vrbo.

12.10 Host represents and warrants that it is not (i) the subject or target of any economic sanctions imposed, administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the European Union or any of its member states, the United Nations Security Council, or the United Kingdom (collectively, "**Sanctions**"), (ii) owned or controlled by any person or entity subject to Sanctions, and (iii) located, organized or resident in, or a national, governmental entity, or agent of, a country, region or territory that is the subject or target of comprehensive Sanctions.

12.11 Host represents and warrants that listing their property will not breach any agreements currently with third parties (i.e., owner's landlord, homeowners association, etc.) and agrees to comply at all times with (a) all local zoning laws, taxes, registrations, licenses and permits related to the Listing and (b) all applicable laws with respect to value added taxes ("**VAT**"), sales taxes, occupancy tax, tourist or other visitor taxes, income taxes, or other taxes (collectively, "**Taxes**"). Further, Host shall prevent the facilitation of Tax evasion offences provided for in the UK's Criminal Finances Act 2017 (as amended or replaced from time to time) and shall not do anything which would cause Vrbo to be in breach of any applicable Tax law.

12.12 Images included in a Listing should accurately depict the Property, must not be false or misleading, must not include people, and must not violate the privacy rights, intellectual property rights or any other rights of a third party.

12.13 If any Listing is in breach of these Terms, Vrbo reserves the right to require Host to correct such breach, remove any Content that is in breach, or suspend, or terminate the relevant Listing or all Listings associated with Host in accordance with clause 9 of these Terms.

12.14 User verification on the internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of each user's purported identity. We encourage Hosts and Guests to communicate directly with each other through the tools available on our Service, though even this does not assure you of the identity of the person with which you are communicating. We further require you to take other reasonable measures to assure yourself of the other person's identity. You agree to (i) keep your password and online ID for both your Expedia Group Account and your email account secure and strictly confidential, providing it only to authorized users of your Expedia Group Account, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new online ID and password if you believe your password for either your Expedia Group Account or your email account may have become known to an unauthorized person, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. Further, if we suspect any unauthorized access to your Expedia Group Account, upon our request, you agree to promptly change your ID and password and take any other related action as we may reasonably request. We discourage you from giving anyone access to your online ID and password for your Expedia Group Account with us and your email account. However, if you do give someone your online ID and online password, or if you fail to safeguard such information, you are responsible for any and all transactions that the person performs while using your Expedia Group Account with us and/or your email account, even those transactions that are fraudulent or that you did not intend or want performed.

12.15 No Listing may be transferred to another party by a Host. In the event of a Property sale or change in Property management, Vrbo will provide guidance on options for creating a new Listing.

12.16 If Vrbo, through one of our guarantee or warranty programs, compensates a Guest for a loss caused by acts or omissions attributable to a Host, Vrbo reserves the right to pursue the Host for the amount paid or contributed by Vrbo toward the loss.

12.17 If you have entered into a valid and currently effective non-disclosure agreement with a member of our Group of Companies that covers exchanges of Confidential Information arising out of or related to your role as a Host (an "NDA"), then the terms of such NDA will govern and control all such exchanges of information. If there is conflict between the NDA and these Terms, then in respect of such Confidential Information, the terms of the NDA will take precedence. If you have not entered into an

NDA:

12.17.1 You agree not to disclose any Confidential Information that we disclose or otherwise make available to you and that all Confidential Information will remain strictly confidential and will not be disclosed to any third party or used, directly or indirectly, by you for any purpose other than to consume our Service and to list Properties on the Site, except and solely to the extent that any such information is generally known or available to the public (other than due to an unauthorized disclosure by you) or if the same is required by law or legal process (provided, that prior to such required disclosure, you must seek the highest level of protection available and provide us with reasonable advance notice).

12.17.2 The term "**Confidential Information**" consists of any confidential non-public information, including, without limitation, our business and financial information, pricing and sales information. You acknowledge and agree that "Confidential Information" will also include any information that we designate as confidential or that a reasonable person would consider to be confidential. All Confidential Information will remain our exclusive property.

13. Taxes.

13.1 As a Host you are solely responsible, unless applicable governmental regulations state otherwise, for (a) determining and complying with your obligations to report, collect, and remit any applicable Taxes, including all applicable Taxes in your Listing, (b) ensuring that the Tax information associated with your Listing remains accurate at all times, and (c) accounting to the relevant tax authorities for any Taxes applicable to any amounts received by you for any Vrbo bookings and/or in consideration for the services you provide Guests. Additionally, you will provide Vrbo with all information reasonably requested by Vrbo with respect to Taxes, including tax identification numbers and/or registration numbers (as applicable). Amounts that you may owe to Vrbo do not include any Taxes, and where such Tax applies it will be paid to Vrbo by you or retained by Vrbo, as applicable. You will pay all amounts owed to Vrbo in cleared funds, without any deduction, set-off, or withholdings of any kind. If you are required to make such a deduction, set-off, or withholding, you agree that the amount paid to Vrbo will not be less than the amount that Vrbo would have received had no deduction, set-off, or withholding been required. On request, you will promptly provide Vrbo with valid tax invoices for any of the relevant transactions, where Taxes are chargeable under applicable law. You are not responsible for any Taxes on fees charged by Vrbo to Guests.

13.2 Taxes on Commission. Vrbo may be required to collect and remit Taxes on the Commission. Where required, Vrbo will provide you with an invoice stating the amount of Taxes charged on such Commission. If you are entitled to an exemption from Taxes on the Commission, you must provide Vrbo with required documentation and support for such exemption. If you are a resident of Switzerland or Liechtenstein, the reverse charge mechanism may not be applicable, and a Swiss or Liechtenstein VAT charge respectively may be applied where Vrbo is VAT registered in Switzerland or Liechtenstein.

13.3 Occupancy Taxes.

13.3.1 You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where your Listing is located may require certain Taxes to be collected from Guests or from you related to such Listing, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the price set by you for a Listing, a set amount per day, amount based on number of Guests, or other variations, and are sometimes called "transient occupancy taxes," "hotel taxes," "lodging taxes," "city taxes," "room taxes" or "tourist taxes" ("**Occupancy Taxes**").

13.3.2 In certain jurisdictions, Vrbo may decide in its sole discretion to facilitate collection and remittance of Taxes from or on behalf of Guests or Hosts, in accordance with these Terms ("**Collection and Remittance**") if such jurisdiction asserts Vrbo or any Host have an Occupancy Tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, you hereby instruct and authorize Vrbo to collect Occupancy Taxes from Guests on your behalf at the time the first online payment is made by the Guest and remit such Occupancy Taxes to the Tax Authority. The processing of Occupancy Tax payments will be carried out by Vrbo Payments in accordance with the United States Accommodation Fee Collection Agreement, Canada Accommodation Fee Collection Agreement (English) or Canada Accommodation Fee Collection Agreement (French) (as applicable). The amount of Occupancy Taxes, if any, collected and remitted by Vrbo will be visible to and separately stated to both Hosts and Guests on their respective transaction documents. Where Vrbo is facilitating Collection and Remittance a jurisdiction, you are not permitted to collect any Occupancy Taxes being collected by Vrbo relating to your Listings in that jurisdiction. When Vrbo facilitates Collection and Remittance of Occupancy Taxes in a jurisdiction for the first time, Vrbo will provide notice to existing Hosts with Listings in such jurisdictions.

13.3.3 You agree that any claim or cause of action relating to Vrbo's facilitation of Collection and Remittance of Taxes shall not extend to any supplier or vendor that may be used by Vrbo in connection with facilitation of Collection and Remittance, if any. You agree that we may seek additional amounts from you if the Occupancy Taxes collected and/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 Vrbo from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

13.3.4 You expressly agree to release, defend, indemnify, and hold each member of our Group of Companies, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, debts, obligations, and

expenses, including, without limitation, reasonable legal and/or accounting fees, arising out of or in any way related to Occupancy Taxes, including, without limitation, the applicability of, calculation, collection or remittance of Occupancy Taxes in any amount or at all as to your transactions. For any jurisdiction in which we facilitate Collection and Remittance and without prejudice to any other right of Vrbo hereunder, you grant us permission, without further notice, to store, transfer and disclose data and other information relating to you or to your transactions, bookings, Listings and Occupancy Taxes, including, but not limited to, information such as your name, Listing addresses, transaction dates and amounts, tax identification number(s), the amount of taxes collected from Guests or allegedly due, contact information and similar information, to the relevant Tax Authority in order to comply with a valid request.

13.3.5 Vrbo reserves the right, with prior notice to any Host, to cease the Collection and Remittance in any jurisdiction for any reason at which point each such Host is once again solely responsible and liable for the collection and/or remittance of any and all Taxes that may apply to Listings in that jurisdiction. In any jurisdiction in which we have not provided notice of or are not facilitating (or are no longer facilitating) the collection or remittance of Occupancy Taxes by Collection and Remittance, or any other means or method, in your jurisdiction, you remain solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Listings.

13.3.6 Hosts acknowledge and agree that in some jurisdictions, Vrbo may decide not to facilitate collection or remittance of Occupancy Taxes or may not be able to facilitate the collection and/or remittance of Occupancy Taxes, and nothing contained in these Terms is a representation or guarantee that Vrbo will facilitate collection and/or remittance of Occupancy Tax anywhere at all, including in any specific jurisdiction, or that Vrbo will continue to facilitate any collection or remittance of Occupancy Tax in any specific jurisdiction in which it may have been offered. Vrbo reserves the right, in its sole determination, to cease any facilitation of any collection and remittance of Occupancy Taxes (regardless of method used or to be used in the future) for any reason or no reason at all, provided that it will give Hosts reasonable notice in any jurisdiction in which Vrbo determines to cease any such facilitation.

13.4 You agree to comply with all applicable Tax laws and shall prevent the facilitation of tax evasion offences provided for in the UK's Criminal Finances Act 2017 (as amended or replaced from time to time). You shall not do anything which would cause Vrbo to be in breach of any applicable Tax law and you shall indemnify our Group of Companies against any fines, damages, costs (including but not limited to legal fees), losses, liabilities, fees, penalties and expenses incurred by our Group of Companies as a result of your failure to comply with this clause.

13.5 Tax Withholding. On request, you will deliver to Vrbo, prior to receipt of any payment hereunder, a completed and signed copy of IRS Form W-9, tax identification number, or other applicable documentary evidence satisfactory to Vrbo to establish that you are not subject to withholding or are entitled to an exemption from, or reduction of, withholding tax, as applicable. You will promptly notify Vrbo of any change in circumstances which would cause you to be subject to withholding or modify or render invalid any claimed exemption or reduction of withholding tax and take any action that may be necessary to avoid any requirement that Vrbo make any deduction or withholding for taxes from amounts payable to you. If you fail to perform your obligations under this clause or we are otherwise required to withhold any amounts from you, then Vrbo may deduct and withhold from any payment to you such amounts as it is required to withhold under applicable law. Where applicable, all amounts withheld pursuant to this clause will be treated as paid to you for purposes of these Terms.

14. Prohibitions.

14.1 Host shall not directly or indirectly:

14.1.1 With respect to our Service, including the Site, its content, and databases comprised in the Site, in any form, whether by using automatic devices or manual processes, exploit, copy, distribute, reproduce, edit, translate, make publicly accessible or decompile any of the same;

14.1.2 Monitor content on our Service or communications with Guests by means of robots, spiders, or other automatic instruments; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines (not including any website or search engine or other service that provides classified listings or property advertisements, or any subset of the same or which is in the business of providing short term property rental services or other services that compete with our Service, the Site, Vrbo or any other member of our Group of Companies) and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with Vrbo's robots.txt file;

14.1.3 Use our Service (including the Site) or any information provided by a Guest for purposes other than permitted by in these Terms;

14.1.4 Use our Service including any tools and services on the Site for the purpose of booking or soliciting a booking for a property other than a Property under a valid Listing;

14.1.5 Reproduce any portion of our Service (including the Site) on another website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or any other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;

14.1.6 Upload or send to our Service (including the Site) any content or programs, which on account of their size or nature, might damage Vrbo's computers or networks;

14.1.7 Include content on our Service (including the Site) that breaches any applicable criminal, intellectual property or other laws, or encourages any such breach;

14.1.8 Use or access our Service (including the Site) in any way that might endanger any computer system or network, including by making available any virus (for which purpose, "virus" includes any program introduced into a system deliberately which

carries out a useless and/or destructive function, such as displaying an irritating message or systematically over-writing the information on a user's hard disk);

14.1.9 Post or transmit information that is in any way false, fraudulent, or misleading, or engage in any act that may be considered "phishing" (whether primary, secondary or other) or that would give rise to criminal or civil liability;

14.1.10 Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;

14.1.11 Refer to Vrbo or any of our Group of Companies in any way that might lead someone to believe that Host, any Property, Listing or any website (other than the Site) is sponsored by, affiliated with, or endorsed by Vrbo or any of our Group of Companies; or

14.1.12 Substitute a Property in a Listing for another Property without the prior consent of Vrbo. Prohibited substitution activities include:

One single listing for multi-properties: use of one Listing to promote more than one property available in a building;

Substitution: changing the Property which is displayed in a Listing as that Property becomes booked; and

Bait & Switch: offering a Guest who inquires through the Site a different property than the one which is displayed in the relevant Listing.

14.1.13 Where instant booking is enabled, delay its response to booking requests or the processing of Guest payments (Hosts with instant booking enabled will use commercially reasonable efforts to respond to all booking requests from Guests within 24 hours of receipt of a request for booking and will also use commercially reasonable efforts to cause all Guest payments to be processed within 24 hours of authorization by the Guest for such payment).

14.1.14 In the event of any breach of this clause 14 by a Host, Vrbo reserves the right to suspend or terminate the relevant Listing or all Listings associated with the Host or take any other corrective action in accordance with these Terms.

15. Distribution of Listings to Third Party Websites.

15.1 To enable Hosts to obtain broader distribution of their Listings and to enable Guests to search for, compare, book, manage, and receive support for stays, , our Group of Companies may provide, transmit, sublicense, syndicate, copy, display, process, or otherwise make available your Listing, Content, Host Ancillaries, availability, rates, fees, taxes, policies, booking conditions, and related information through any third party website, application, API, data feed, platform, distribution channel, AI-enabled agent, assistant, automated service, metasearch service, or other online or offline channel. Additional terms and conditions may apply to such distributions, as we may notify you via the Dashboard or email.

16. Responsibility of Host.

16.1 Hosts are solely responsible for obtaining insurance coverage sufficient to protect their Properties and Guests, as applicable. Hosts agree that they have or will obtain the appropriate insurance coverage sufficient to cover the rental of the Properties they list on our Service prior to the arrival of their first Guest and will maintain adequate insurance coverage through the departure date of any Guest they have obtained via our Service.

16.2 Host will be held solely and exclusively responsible for all the financial consequences resulting from damage to Vrbo due to content or any program transmitted or sent by Host that results in any damage to the hardware or software of Vrbo, including damaging our Service, the Site, system or data or by causing the failure of our Service, the Site, or any other system or faults therein. The financial consequences mentioned above include reasonable legal fees.

17. Notifications of Infringement of Intellectual Property.

17.1 Our Group of Companies respects the intellectual property rights of others and expects Hosts to do the same. Vrbo has and enforces a policy of not permitting users to post any materials that infringe the copyright, trademark, or any other intellectual property rights of others, and reserves the right to remove any Content for which it receives an infringement complaint. Under appropriate circumstances Vrbo will terminate the account of subscribers and account holders who are repeat infringers. Repeat postings of infringing material are cause for termination of these Terms, any or all of a Host's Listings and our Service.

17.2 Copyright Claims. Pursuant to the Digital Millennium Copyright Act (in the US), if you believe your copyrighted work is being infringed on or through our Service, please complete and submit a written Vrbo Copyright Infringement Complaint Form (the "Copyright Notice") to Vrbo's Designated Copyright Agent listed below. Upon receipt of a Copyright Notice, Vrbo will take appropriate action, including removal of the challenged material from our Service and/or termination of the account of the Vrbo user in appropriate circumstances. Please include in the Copyright Notice:

17.2.1 Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

17.2.2 Identification of the images or material that is allegedly infringing your copyrighted work or is the subject of infringing activity and that you believe should be removed, with sufficient information to enable Vrbo to locate the specific images or material.

17.2.3 Your contact information, including your name, address, telephone number, and, if available, an email address at which you may be contacted.

17.2.4 The following statement: I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

17.2.5 The following statement: The information in this Notice is accurate, and, under penalty of perjury, I declare that (choose one) (i) I am the owner or (ii) I am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

17.2.6 And a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly being infringed.

17.3 Copyright Counter Notices. If material you have posted has been taken down based on a copyright claim, you may file a counter notice by email or regular mail that sets forth the information specified below. You may want to seek legal counsel prior to doing so. Please include the following: details:

17.3.1 Identification of the specific content that was removed or disabled and the location that content appeared on our Service. Please provide the URL address if possible.

17.3.2 Your name, mailing address, telephone number and email address.

17.3.3 A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Expedia may be found, and that you will accept service of process from the party who reported your material(s), or that party's agent.

17.3.4 The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the materials identified above were removed or disabled as a result of a mistake or misidentification."

17.4 Trademark Claims. If you believe our Service or a Listing is infringing or misusing your trademark, please complete a written Vrbo Trademark Misuse Complaint Form (the "**Trademark Notice**") and deliver it to Vrbo's Trademark Agent listed below. Upon receipt of a Trademark Notice, Vrbo will take appropriate action, including informing the User that posted the allegedly infringing use of the trademark with a request to consider and respond to the complaint, removal of clearly infringing designations from the Listing or our Service and/or termination of the account of the Vrbo user in appropriate circumstances. Please include in the Trademark Notice:

17.4.1 Identification of the trademark claimed to have been infringed.

17.4.2 Identification of the Site or Listing(s) on which the trademark is allegedly being misused.

17.4.3 Your contact information, including your name, address, telephone number, and, if available, an email address at which you may be contacted.

17.4.4 The following statement: / have a good faith belief that use of the above designation in the manner complained of is not authorized nor permissible.

17.4.5 The following statement: The information in this Notice is accurate, and, under penalty of perjury, I declare that (choose one) (i) I am the owner or (ii) I am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

17.4.6 And a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly being infringed.

17.5 Delivery of Notices. Copyright Notices and Trademark Notices shall be delivered to the following address: IP Complaint Team, c/o Expedia, Inc. Legal Department 1111 Expedia Group Way W, Seattle, Washington 98119 United States of America or via email: CopyrightComplaints@expediagroup.com for Copyright Notices or TrademarkComplaints@expediagroup.com for Trademark Noticesmailto:IPComplaints@expedia.com

17.6 Patent Notices. One or more patents owned by our Group of Companies may apply to our Service and to the features and services accessible via our Service. Portions of our Service operate under license of one or more patents. Other patents pending.

18. Disclaimer of Warranties; Assumption of Risks.

18.1 We provide our Service, including all content, software, functions, materials and information made available on or accessed through the Site, "as is" and we make no representations or warranties (express or implied) regarding (a) our Service including its availability, or any interruption, of operation, (b) the legality, safety, quality, suitability, performance or conduct of any Guest, Host, Listing, Property, or third party, or (c) the number, frequency, or type of booking that may be made through our Service. These disclaimers apply to the maximum extent permitted by law. To the extent that any statutory rights or warranties cannot be disclaimed, they will be limited to the maximum extent permitted by law. Hosting Guests carries inherent risks. You acknowledge and agree that you assume the entire risk arising out of your Listings, Property, use of our Service, your offerings to Guests, hosting Guests and any interactions that you have with Guests and others.

19. Vrbo's limited liability.

19.1 IN NO EVENT WILL OUR GROUP OF COMPANIES, OUR PARTNERS, ANY OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES OF OUR GROUP OF COMPANIES OR ANY THIRD-PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON OUR SERVICE (INCLUDING THE SITE) OR ANY OTHER SITE OF A MEMBER OF OUR GROUP OF COMPANIES OR ANY THIRD PARTY PAYMENT SERVICE PROVIDER (EACH A "**THIRD-PARTY PROVIDER**"), BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SERVICE, (B) THESE TERMS, (C) ANY BREACH OF

THESE TERMS BY YOU OR A THIRD PARTY, (D) USE OF OUR SERVICE, TOOLS OR OTHER SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDER PROVIDES, RELATED TO THE BUSINESS WE OPERATE ON OUR SERVICE, BY YOU OR ANY THIRD PARTY, (E) ANY USER-CONTRIBUTED CONTENT, (F) INTERACTION BETWEEN OUR SERVICE AND ANY THIRD PARTY SITE, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA SITE, FACILITATED BY A TOOL OR SERVICE ON OUR SERVICE AND/OR (G) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVES A FEE IN CONNECTION THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE OR ANY OTHER MEMBER OF OUR GROUP OF COMPANIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

19.2 IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF OUR GROUP OF COMPANIES TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH OUR SERVICE IS LIMITED TO THE TOTAL AMOUNT OF FEES YOU PAY TO US IN CONNECTION WITH ANY TRANSACTION FROM WHICH A DISPUTE ARISES.

20. Indemnification.

20.1 To the maximum extent permitted by applicable law, you agree to release, defend (at Vrbo's option), indemnify, and hold harmless each member of our Group of Companies, any other Host, and their respective affiliates and personnel (the "**Vrbo Indemnitees**") from and against any claims, liabilities, damages, losses, debts, obligations, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms or our other rules and policies, (ii) your improper use of our Service, (iii) your interaction with any Guest, any booking or stay at a Property, including without limitation any injuries, losses or damages of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, (v) your breach of any laws, regulations or third party rights, (vi) your Listing, Property, Content, or any services that you provide to a Guest or hosting Guests or (vii) any allegation that the use, copying, reproduction, modification, adaptation, processing, distribution, display, sublicensing, or other use of your Listing, Property, Content, Host Ancillaries, or related information as permitted under these Terms infringes, misappropriates, or violates any intellectual property, privacy, publicity, contractual, or other third-party right. In the event that we agree that you may defend the Vrbo Indemnitees, you agree not to consent to the entry of any settlement or judgment without Vrbo's prior written consent.

20.2 IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR."

21. United States Disputes and Arbitration.

21.1 This clause and the Arbitration Agreement applies to you if your country of residence or establishment is the United States or if the terms and conditions regarding applicability set forth in this clause 21 are satisfied. Please read this clause carefully. It requires that any and all claims be resolved by binding arbitration or in small claims court, and it prevents you from pursuing a class action or similar proceeding in any forum. Arbitration is required if your country of residence enforces arbitration agreements, including without limitation, the United States. If you are outside the United States but attempt to bring a claim in the United States, arbitration is required for determination of the threshold issue of whether this dispute resolution section applies to you, as well as all other threshold determinations, including residency, arbitrability, venue, and applicable law. If your country of residence does not enforce arbitration agreements, the mandatory pre-arbitration dispute resolution and notification and prohibition on class actions or representative proceedings provided below still apply to the extent enforceable by law.

21.2 We are committed to resolving consumer disputes in a timely and efficient manner. We have a two-step dispute resolution process that includes: (1) investigation and negotiation of your claim with our customer service team; and, if necessary, (2) binding arbitration administered by the American Arbitration Association ("**AAA**") or, for arbitrations outside of the United States, an agreed upon arbitral tribunal. You and us each retain the right to seek relief in small claims court as an alternative to arbitration.

21.3 Agreement to arbitrate ("Arbitration Agreement"). You and we mutually agree that any disputes between us arising out of or relating in any way to our Service (including the Site), these Terms, our Privacy Statement and Cookie Statement, any other services or products provided by us or any other member of our Group of Companies or companies offering products or services through or on behalf of us, any dealings with our customer support agents, or any representations made by us ("**Claims**"), will be resolved by binding arbitration, rather than in court except those resolved in small claims court. This includes any Claims you assert against us, any other member of our Group of Companies or any companies offering products or services through or on behalf of us (including our Service) (which are beneficiaries of this Arbitration Agreement). This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against, any third parties, including but not limited to your spouses, heirs, third-party beneficiaries, and assigns, where their underlying claims are in relation to your use of the Services or the Site. To the extent that any third-party beneficiary to these Terms brings claims against the entities covered by these Terms, those claims shall also be subject to this Arbitration Agreement. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including without limitation the existence, scope, or validity of the Arbitration Agreement, any defense to arbitration such as issues relating to whether this Arbitration Agreement can be enforced, is unconscionable or illusory, and any defenses to arbitration, including without limitation jurisdiction, waiver, delay, laches, or estoppel.

21.4 Small claims court matters. Notwithstanding the foregoing arbitration provisions, either you or we may bring any Claim in, or remove any Claim to, small claims court if the Claim is within such court's jurisdictional limit; provided that such court does not

have the authority to entertain any Claims on a class or representative basis, or to consolidate or join the Claims of other persons or parties who may be similarly situated in such proceeding. Further, if the Claims asserted in any demand for arbitration is within the small claims court's jurisdictional limit, then either you or us may elect to have the Claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, or in accord with the AAA rules, by notifying the other party of that election in writing.

21.5 No class actions or representative proceedings. You and we agree that any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated, or representative action, including without limitation as a private attorney general. The arbitrator may not consolidate more than one party's Claims and may not otherwise preside over any form of any class or representative proceeding. You and we further acknowledge that you are each waiving your right to a jury trial.

21.6 Arbitration rules and governing law. This Arbitration Agreement is a "written agreement to arbitrate" evidencing a transaction in interstate commerce. The Federal Arbitration Act ("**FAA**") governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the AAA's Consumer Arbitration Rules or other AAA arbitration rules determined to be applicable by the AAA (the "**AAA Rules**") then in effect, except as modified here. The AAA Rules are available at www.adr.org. The arbitrator shall apply the law of the state of Washington, regardless of conflict of laws principles, except that the FAA governs all provisions relating to arbitration. Foreign laws do not apply. This Arbitration Agreement can only be amended by mutual agreement in writing.

21.7 Mandatory pre-arbitration dispute resolution and notification. Prior to initiating arbitration, you agree to give us the opportunity to resolve any Claims by notifying us of the Claim in writing and attempting in good faith to negotiate an informal resolution. You must send, by certified mail, a written and signed Notice of Dispute ("**Notice of Dispute**") addressed to: Legal Department/Dispute Resolution Provision, Expedia, Inc., 1111 Expedia Group Way West, Seattle, WA, 98119. The Notice of Dispute must contain the following information: (1) your name, (2) your address, (3) the email address associated with your user account (i.e., your Expedia Group Account), (4) a brief description of the nature of your complaint, (5) the resolution that you are seeking, and (6) your signature. If we are not able to resolve your complaint within 60 days of you providing a Notice of Dispute, you may commence an arbitration proceeding. Engaging in this pre-arbitration dispute resolution and notification process is a requirement that must be fulfilled before commencing arbitration. AAA does not have authority to administer or adjudicate the Claim unless and until all pre-arbitration dispute resolution and notification requirements have been met. The statute of limitations shall be tolled while the parties engage in the dispute resolution process required by this clause.

21.8 Commencing arbitration. To initiate arbitration, you must file the demand with the AAA as specified in the AAA Rules. The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879. A party initiating an arbitration against us must send the written Demand for Arbitration to Legal Department/Dispute Resolution Provision, Expedia, Inc., 1111 Expedia Group Way West, Seattle, WA, 98119 concurrent with filing the Demand with AAA. Arbitration shall be conducted by a single arbitrator selected in accordance with the AAA Rules or by mutual agreement between you and us. The Arbitration shall be held either: (i) at a location determined by AAA pursuant to the AAA Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and us; or (iii) via videoconference; or (iv) at your election, if the only claims in the arbitration are asserted by you and are for less than $40,000 in aggregate, by telephone or by written submission.

21.9 Attorneys' fees and costs. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules, and where appropriate, limited by the AAA Rules. To initiate arbitration, each party will be responsible for paying the filing fees required by the AAA, which are approximately equivalent to current court filing fees. In the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, or you would otherwise be eligible for a fee waiver in court, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the costs of litigation, regardless of the outcome of the arbitration, unless the arbitrator determines that your Claim(s) were frivolous or asserted in bad faith. Either party may make a request that the arbitrator award attorneys' fees and costs upon proving that the other party has asserted a claim, cross-claim, or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.

21.10 Arbitrator's decision. There is no judge or jury in arbitration, and court review of an arbitration award is limited under the FAA. The arbitrator's decision will include the essential findings and conclusions on which the arbitrator bases the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

21.11 Severability and survival. If any portion of this clause 21 (United States Disputes and Arbitration) is found to be unenforceable or unlawful for any reason, (1) such portion will be severed and the remainder of clause 21 will be given full force and effect; and (2) to the extent that any Claims must therefore proceed on a class, collective, consolidated, or representative basis, such Claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual Claims in arbitration.

22. Canada Disputes.

22.1 Application. Unless the terms and conditions regarding applicability set forth in clause 21 are satisfied, this clause 22 applies to you if you reside or have your place of establishment in Canada.

22.2 Governing Law and Jurisdiction. Our Service (including the Site) are operated by a U.S. entity and, except as restricted by applicable law, these Terms are governed by the laws of the State of Washington. Except as restricted by applicable law, you

consent to the exclusive jurisdiction and venue of the courts in King County, Washington, in all disputes arising out of or relating to the use of our Service or these Terms.

22.3 Class Action Waiver. This paragraph applies only to persons that reside or have their place of establishment outside Quebec, Ontario, or Saskatchewan. Subject to applicable law, any dispute arising out of or relating to our Service or these Terms, whether in court or otherwise, will be conducted solely on an individual basis. You agree that you shall not have the right or authority for any dispute to be brought as a class action, or to participate in any class action or other proceeding in which any person acts or proposes to act in a representative capacity.

23. Brazil Disputes.

23.1 If your Property is located in Brazil, you agree that any controversy arising from these Terms or subsequent addenda, including, without limitation, its non-compliance, termination, validity or invalidity, or any issue related thereto, the parties will first seek a solution through mediation, to be held under a Brazilian mediation entity elected by Vrbo, before resorting to other judicial or extrajudicial means to resolve disputes.

24. Additional terms applicable to Hosts with properties located in Italy. Subject to other clauses related to withholding taxes, Vrbo shall be entitled to access payments to Owners 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.

25. General.

25.1 The headings to the clauses are for ease of reference only and do not affect the interpretation or construction of these Terms. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision. In addition, Vrbo's failure to enforce any provision of these Terms shall not be deemed as a waiver of such term or otherwise affect Vrbo's ability to enforce such provision at any point in the future. Except as expressly provided in any separate agreement or in any additional terms for certain areas of the Site, these Terms constitute the entire agreement between Host and Vrbo with respect to the use of our Service. No changes to these Terms shall be made except by a revised posting on this page.

25.2 Vrbo recommends that Host saves and/or prints a copy of these Terms.

25.3 If you wish to make a complaint, you can submit it in the Dashboard using the “Share feedback” link.