

# Guest Terms and Conditions

Last updated: 8<sup>th</sup> November 2022

## 1. Introduction

1.1 The Guest T&C's are a binding contract between EG Vacation Rentals Ireland Limited and the Guest.

The operations of Vrbo in Europe are managed by EG Vacation Rentals Ireland Limited of 25 St. Stephen's Green, 3rd floor, Dublin 2, D02 XF99, Ireland, company registration number 673084 ("**Vrbo**" "we" "our" "us"). Vrbo is an indirect subsidiary of Expedia Group, Inc. ("**Expedia**") in the United States. Vrbo provides an on-line platform and various tools, services, and functions available through its platform (the "**Vrbo Platform**") which enable property owners and property managers to list their property and enabling Guests to select properties and interact with property owners and property managers listing their property (together the "**Services**"). Services are provided via country specific URL's, including, through the site [www.vrbo.com/en-gb/](http://www.vrbo.com/en-gb/) or Vrbo Group's platforms or systems, and also via mobile applications (for mobile phone, tablet and other devices or interfaces) (collectively, the "**Site**"). Booking payments conducted through the Site (the "**Payment Services**") are handled by third party payment providers and/or Vrbo, or by other Vrbo Group (as defined below) affiliates depending on the currency ("**Vrbo Payments**") provided along with third-party payment services providers. For the purposes of convenience of definition (but not otherwise) where we use the term "**Vrbo Group**" in these terms and conditions we are referring to Expedia, Vrbo and each of their subsidiary and affiliate companies.

1.2 These terms and conditions (the "**Guest T&Cs**") govern the relationship between Vrbo and any individual using or accessing the Site and any of the content or services available through it as a guest or potential guest, and who is not using it in his/her/its capacity as a property owner or property manager (each, a "**Guest**" or "**you**"). Guests include people who use the Site to access information about and to book properties, whether for business or leisure purposes, from property owners or property managers. Bookings of holiday rental properties through the Site are governed by these Guest T&C's, whereas bookings of hotel rooms through the Site are governed by [Expedia Partner Solutions T&Cs](#).

1.3 A Guest's use of the Services on a Site is governed by the Vrbo terms and conditions on the Site through which the booking is finalised (and not necessarily the Site on which the Property was originally listed). If there are any conflicts between the terms and conditions of the Site you found the Property on and the terms and conditions of the Site you finalise a booking through, the Vrbo terms and conditions of the Site where the booking is finalised will govern and prevail. ***If you do not fully agree to the Guest T&Cs, you are not authorised to access or otherwise use the Site.***

1.4 Vrbo does not authorise anyone to register with this Site unless they are able to enter into legally binding contracts. As a consequence, the Services may only be used by persons aged 18 and over.

1.5 Some sections or functionality of the Site may be restricted to those Guests who have created an account with us and are logged into that account. Vrbo may allow Guests to use compatible third party authentication providers to log in or register on Vrbo, rather than using an email and password. Regardless of how Guest logs in, Guest is responsible for all activities that take place

under its account and must safeguard the account password. Guest will immediately notify Vrbo of any unauthorized use of Guest's account.

1.6 Vrbo may revise these Guest T&Cs from time to time for reasons such as a technical development, a change in business operations, new or amended or discontinued products or features, or due to a change in applicable laws. You will be provided with 30 days' notice in advance of any changes to any of the terms of these Guest T&Cs or our decision to terminate these Guest T&Cs. We will inform you of such changes or termination via the email address you provided to Vrbo. You should visit this page periodically to view the most current Guest T&Cs because they are binding on you.

1.7 Vrbo may ask you to provide it with personal information directly. For example, Vrbo may ask you to provide your contact details such as full name, telephone number and email address, in order to enable certain functionality, like your Property booking. For more information about the personal data we collect and your rights, please read our [Privacy Policy](#) and [Cookie Policy](#). 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 Kingdom, you can register on the TPS or CTPS Do-Not-Call lists.

## 2. The Basics

2.1 This Site is a place where Guests can view listings of, and obtain information about, properties offered for rent ("**Properties**") by others, including property owners, lessees and managers, (each, a "**Host**" and collectively with a Guest, the "**users**"). We may also offer other tools or services to allow users to communicate with each other and to enter into rental agreements or other transactions with each other.

2.2 The Site acts only as a venue for users to interact with each other. Rental contracts are concluded only between the Guest and the Host. Vrbo is not, and does not become, a party to any contractual relationship between the Guest and the Host and in its webhosting status it is not obliged to mediate between the Guest and the Host in the event of any dispute arising between them. You acknowledge and agree that the Guest and the Host will be responsible for performing the obligations of any such agreements, between the Guest and the Host, that Vrbo is not a party to such agreements, is not acting as an agent on behalf of Hosts and disclaims all liability arising from any such agreements even if the Site facilitates a booking for a Property or the use of other tools, services or products, as Vrbo is not a party to any rental or other agreement between Guests and Hosts, and the Hosts are not considered as Vrbo's service providers. Vrbo is not an organiser or retailer of travel packages under Directive (EU) 2015/2302. In respect of distribution of Properties on any non-Vrbo branded sites, Vrbo is not acting as a trader for the purpose of linked travel arrangements under Directive (EU) 2015/2302.

2.3 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 an individual property owner on a consumer to consumer basis, please be aware that consumer law will not apply in relation to your contract with the individual property owner. The Host is 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.

2.4 Guests are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any tool, service or product offered on the Site and any

transaction they enter into either on the Site or in connection with their use of the Site. Guests should please note that Hosts are responsible for and agree to abide by all laws, rules and regulations applicable to the listing and rental of their Property and to the conduct of their rental property business. Please be aware that, even though we are not a party to any rental transaction and, to the extent permitted by law, assume no liability for legal or regulatory compliance pertaining to any Property Listed on the Site, there may be circumstances where we are nevertheless obligated to provide information relating to any listing in order to comply with governmental or regulatory bodies investigations, litigation or administrative proceedings.

### Service Fee payable by Guests

2.5 The service fee is charged to Guests (each, a “**Service Fee**”) when booking a Property originating from the Vrbo Platform 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 the 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, the Service Fee may be subject to (or may include) VAT, Stay Taxes, or any other equivalent indirect taxes that are applicable. The Service Fee will only be refunded in the event a Host accepts cancellation of the Guest’s reservation and refunds the entire rental amount. Hosts agree not to encourage or advise a Guest to avoid or circumvent the Service Fee charged by Vrbo and Guest agrees not to avoid or circumvent the Service Fee.

2.6 Vrbo may be required to collect and remit taxes (inclusive of VAT, sales taxes, or other equivalent taxes) on the Service Fee. Where required, Vrbo will provide the Guest with an invoice stating the amount of taxes charged on such Service Fee. If the Guest is entitled to an exemption from indirect taxes or their equivalent on the Service Fee, it must provide Vrbo with required documentation and support for such exemption.

2.7 If the Guest is a business Guest that is VAT registered or an employee of a company that will reimburse VAT charged, it must provide Vrbo with the valid VAT number and its related billing address, in order for Vrbo to apply the reverse charge mechanism, where applicable, to the Service Fee. If the Guest has a billing address in Ireland, the reverse charge mechanism is not applicable, and an Irish VAT charge will apply.

### Stay Tax

2.8 Collection and remittance of the Stay Tax: Guests are liable for the payment of Stay Tax (as defined below). The laws in jurisdictions may vary, but these taxes may be required to be collected and remitted as a percentage of the Rental Amount set by Hosts, 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" ("**Stay Taxes**"). In certain jurisdictions, such as France, only Guests aged 18 and over are liable for the payment of Stay Tax. Other exceptions to the payment of the Stay Tax might apply, in such event the Guest shall claim a refund to the relevant local authority in charge of collecting the Stay Tax. In certain jurisdictions, where the law authorizes this, Vrbo may directly collect and remit the Stay Tax on behalf of the Hosts. In such case, the Hosts will have no action to take regarding the collection from the Guests and the remittance to the city of this Stay Tax. In any jurisdictions in which such process will be implemented, Host hereby instructs and authorizes Vrbo to collect the Stay Tax from the Guests on their behalf and to proceed to the relevant tax filing requirements

before the City, including its remittance. In application of Law 2017-1775 dated as of 28th December 2017, Stay Tax in France will be progressively collected by Vrbo in relation to bookings made for vacation rentals located in all French cities having implemented a stay tax (“taxe de séjour au réel”) collection and remittance.

2.9 The Site is made up of Property Listings provided by Hosts and content from other third parties. Such content is the responsibility of the Host or third party creator of the content. To the extent permitted by law, we have no responsibility for such content as we are merely providing access to the content as a service to you and providing you with the facility to communicate directly with the Host to enquire about a Property and make bookings with the Host for the rental of such Property. All bookings you make are made directly with the Host and your contract will be only with the Host. Any such contract will govern your right to occupy and use the Property and may contain obligations to pay additional fees and taxes. Vrbo is not a party to any such contract and, to the extent permitted by law, Vrbo has no liability to you for the Host’s provision of the Property. In our webhosting status, we do not endorse, support, represent or guarantee the truthfulness, accuracy or reliability of any information in the Listings on the Site or any opinions/content posted by third parties. Further to clause 10, and in application of the webhosting status, Vrbo will remove the content if it becomes aware or is put on notice that the content is illegal.

2.10 Vrbo allows Travellers to display prices on the Site in the currency of their choice and may also allow Travellers to pay in the currency of their choice. Different currency choices are generally based on publicly available currency rates and are not guaranteed to be the best rate available. If your currency of choice is not supported for a booking, you'll be charged in the Owner's selected currency. In any event, the currency and exact amount you will pay will be displayed clearly at check out. Our overall compensation may be affected by the currency you choose to pay in. Note that if you pay in a currency different than the currency of your card, your bank or card provider may charge you foreign exchange, transaction, or other fees.

### **3. Property Listings and Interaction with Hosts**

3.1 Please note that Hosts are entirely responsible for all of the information, including images, text and other content, relating to the Properties they offer (“**Listings**”), for updating them and ensuring (where relevant) that they are correctly translated.

3.2 If a Guest finds a Property of interest, an information request can be sent to the Host (an “**Enquiry**” or “**Enquiries**”). We may offer different email newsletters from time to time intended to enhance the services we offer. Guests have the choice whether or not to receive marketing email communications from Vrbo, and may cancel their subscription to these email newsletters at any time through the [Communications Preference Centre](#), although it may take a short while for the changes in preferences to become effective.

3.3 The Guest will receive a confirmation from Vrbo once an Enquiry has been sent to the Host.

3.4 The Host may then communicate with the Guest directly in connection with the Enquiry and Guests and Hosts may also communicate with each other via the Site (and via other tools on the Vrbo Platform).

3.5 Where a Host has enabled online bookings, Guest will be able to make a booking online, which shall be approved or declined by the Host within 24 hours, except in the case where the Host has

authorized instant booking. For online payment, a Guest whose booking was confirmed by the Host will be able to pay with their credit card or other alternative forms of payment where available through the checkout. Online credit card payments are processed through the payments gateway offered by either (1) our third party payment providers; (2) Vrbo Payments (supported by a third party payment service provider); or (3) in the case of some integrated Hosts, by their own third party payment providers.

The online payment service is subject to the terms and conditions of the third party payment providers and/or, in the case of Vrbo Payments, the Accommodation Fee Collection Agreement and Guest agrees and acknowledges that (with exception of Vrbo Payments' obligations pursuant to the Accommodation Collection Fee Agreement) Vrbo has no control over or any responsibility for this service.

3.6 Hosts who accept credit card, banking or other payment information from Guests have provided undertakings to properly handle and safeguard all such information in accordance with applicable legal and regulatory requirements and best practices.

3.7 Communications between Guests and Hosts using the Vrbo Platform must not include email addresses or phone numbers. Please be aware that any communication on the Site (or through any tools provided on the Site such as the Vrbo Platform) are available for review by the Guest and the Host who are a party to the communications and for viewing by Vrbo employees and representatives in order to comply with its obligations due to its webhosting status and to monitor for educating Guests and Hosts on how to use the Vrbo Platform correctly, identification of potential frauds, and ensuring compliance with the Guest T&Cs. Vrbo keeps a copy of all e-mails sent and received through that service.

3.8 Hosts and Guests are solely responsible for the content of their communications between each other.

#### **4. Ranking and Appearance in Search Results**

Vrbo cannot guarantee that any Listing will appear in any specific order in search results on a Site. Search order will fluctuate automatically depending on filters used by Guests, Guest preferences, as well as Hosts' "Ranking" which may consist of the attributes of the property and, the quality of the experience provided. Attributes of a property are evaluated based on a variety of factors such as Guest feedback, amenities, and the location of a 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 Boost program, which allows some Hosts to use 'power-ups' awarded under the program to improve their Listing's search position. If a listing is placed on a subscription basis, search results may also vary depending on the search criteria used by a particular Guest. Certain new listings may be displayed in specific slots on the first page. Vrbo reserves the right to apply automatically various search algorithms or to use methods to optimize Ranking results for particular Guests' experiences and the overall marketplace. Listings distributed on any non-Vrbo branded sites are not guaranteed to display on such sites 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.

## 5. Registration and establishing an Account

5.1 Should Guests wish to use all services available to them on the Site, they must register with the Site. Vrbo does not authorise anyone to register with the Site unless they are able to enter into legally binding contracts. As a result of successfully completing the registration process, the Guest obtains a user account for the Site (an “**Account**”).

5.2 To obtain an Account, a Guest must follow all the instructions given by Vrbo during the registration process. A Guest can sign up for an Account using a personal email address or alternatively can sign up using the email address and name used for those third party authentication providers compatible with Vrbo registration.

5.3 The Guest’s Account includes information which may be made publicly available to other users of the Site. An Account includes, amongst other things:

- a dedicated page, known as “My profile” page, on which the Guest’s profile name will be listed as a mandatory field. Other personal and travel information are optional, at the discretion of the Guest;
- the ability to create a trip board for saving, organizing and sharing property information;
- the ability to place reviews of rented Properties;
- the ability to link Guest’s third-party authentication providers account. By logging in or linking an Account with such third party authentication providers, the Guest agrees to transfer their email address and name used by such third party authentication providers; and
- a link to Host Reviews (as defined below).

5.4 Tax regulations may require us to collect appropriate Tax information from Guests. Guest is responsible to ensure all information provided is accurate, complete and kept up-to-date.

5.5 Guests can deactivate their Account at any time and they can also unlink their Account and public page from such third party authentication providers at any time. Guests can unlink their Accounts by going directly to their Guests profile settings page. You understand and accept that even if you deactivate your Account data could be retained by Vrbo Group. You also understand and accept that data relating to your transactions with Vrbo Group could have been transmitted to and remain on other sites, for example Google if Google search engine technology has copied content from Vrbo Group’s sites or systems. For further information about your privacy rights (such as deletion or access), please see our [Privacy Policy](#).

5.6 Vrbo also uses Google Analytics to gather statistics on Site usage. There are more details in the [Privacy Policy](#) and [Cookie Policy](#) 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. You understand and accept that the Vrbo Group has no control over Google’s data collection.

5.7 Vrbo does not provide any loyalty or reward program on the Vrbo branded Sites. Listings distributed on non-Vrbo branded sites may be eligible for loyalty programs offered on those sites, subject to the applicable the terms and conditions of such sites.

## 6. Rights and obligations of Vrbo

6.1 Vrbo will endeavour to reproduce accurately on the Site any photographs supplied by Host.

However, Guest acknowledges that deviations from original photos can occur when scanning non-digital images, due to individual screen settings and that Vrbo shall have no responsibility or liability for any such deviation.

6.2 Further, you also acknowledge that Hosts and not Vrbo (to the extent permitted by law) are responsible for the accuracy with which the photos and descriptions depict the relevant Property.

6.3 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 Guests and Hosts to communicate directly with each other through the tools available on the Site, though even this does not assure you of the identity of the person with which you are communicating. We further encourage Guests to take other reasonable measures to assure yourself of the Hosts identity and of the property and relevant details of your booking or proposed booking. You agree to (i) keep your password and online ID for both your account with us and your email account secure and strictly confidential, providing it only to authorised users of your accounts, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorised person, (iii) notify us immediately and select a new online ID and password if you believe your password for either your account with us or your email account may have become known to an unauthorised person, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. Further, if we suspect any unauthorised access to your 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 account with us and your email account. However, if you do give someone your online ID and online password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account with us and/or your email account, even those transactions that are fraudulent or that you did not intend or want performed and that Vrbo will have no liability to you in any such event.

6.4 You acknowledge that Vrbo is not responsible for checking the identity, or for the behaviour, of Hosts or for establishing the nature, condition or existence of a Property.

6.5 Vrbo may where necessary (including to prevent fraudulent behaviour of a third party and in the event of a complaint, claim or potential litigation) disclose a proportionate portion of Guest's personal information to any relevant Third Party who has requested such information in formal writing via his legal representative, a competent authority, or through a court order, subpoena, or warrant.

6.6 Vrbo reserves the right to transfer these Guest T&Cs, and to assign or subcontract any or all of its rights and obligations under these Guest T&Cs, to a third party or to any other entity belonging to the Vrbo Group, but will not do so in such a way as to reduce any guarantees you are given under these Guest T&Cs.

## **7. Intellectual Property**

7.1 All content that appears on the Site is protected by copyright and database rights. Reproduction of the Site, in whole or in part, including the copying of text, graphics or designs, is prohibited.

7.2 Guests are permitted to download, display or print individual pages of the Site to evidence any

agreement with Vrbo and to retain a copy of their bookings. The relevant file or the relevant printout must clearly bear the text “© 2020 HomeAway.com, Inc, an Expedia Group company. - All rights reserved”.

7.3 Where a Guest submits to or transmits through the Site (or Vrbo’s Platform or systems) any content of any type, including text or images, the Guest undertakes that he/she has the legal rights to do so.

7.4 To the extent that Guests’ reviews or other content may contain trademarks or other proprietary names or marks, Guests undertake that they have the right to use such names or marks.

7.5 By submitting Content to the Site, the Guest, although retaining all their ownership rights in the Content, grants Vrbo, Expedia, Vrbo Group and their affiliates and affiliated companies, for the duration of the legal protection of rights in the Content, and progressively for the duration of their publication on the Site or other media pursuant to this agreement, a non-exclusive, worldwide license of their intellectual property rights, including but not limited to copyright and trademark rights, in the Content for the Authorised Purposes as defined and set forth below. To the extent applicable and permitted by law, Guest waives moral rights or grants a non-exclusive, royalty-free, transferable, and irrevocable license to Vrbo Group to use Guest’s moral rights in any Content.

i) “**Content**” means all text, descriptions, reviews, photographs, images and any other content that the Guest submits to the Site.

ii) “**Rights granted**” consist of the following: a non-exclusive, royalty-free, transferable, irrevocable license for the duration of their publication of Content on the Site or other media pursuant to this agreement, to reproduce, translate, distribute, publish, publicly display and perform the Content worldwide.

iii) “**Authorized Purposes**” consist of reproducing, translating, distributing, publishing, publicly displaying, and performing the Content on the Site, on the websites, and in the marketing materials and efforts of Vrbo, Expedia, and their affiliates and affiliated companies for the purposes of listing, promoting, and marketing the Property themselves and on third parties’ websites, and supporting the fulfilment of the any agreements between Expedia, Vrbo, and/or their affiliates or affiliated companies.

## **8. Guests’ Accounts, Communications and Reviews**

8.1 Guests must provide only accurate and truthful information concerning their identity, including country of residence, in their Accounts and profile pages, and any other communications on the Site, including reviews of Properties.

8.2 Messages sent via Vrbo’s systems should only relate to genuine booking Enquiries. We do not tolerate spam or unsolicited commercial electronic communications of any kind. It is prohibited to misuse Vrbo’s systems, 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. E-mails and Site recommendations transmitted via the “Recommend this Site” function should only be sent with the recipient’s consent.

8.3 Guests who have booked through the Site may post their reviews of Hosts’ Properties (“**Guest**

**Reviews**”) on the Site. The Host is given the opportunity to view Guest Reviews, and to respond to them. More detail about Guest Reviews and Host Reviews is available [here](#). Hosts will also be given the opportunity to rate the Guest’s stay (“Host Review(s)”) and that Host Reviews will be made available to Hosts who you make contact with. Host Reviews cannot be used to exclude or discriminate against individuals. Once either the Guest or Host submit a review, the other has 14 days to submit a review. In application of the webhosting status, Vrbo shall remove the Content if it becomes aware or is put on notice that the Content is illegal. Further, after prior notice provided to the Guest, Vrbo may decline to post Contents or may remove any Content that do not comply with [Content Guidelines](#). Guests may appeal the decision to remove any Content by contacting Customer Service.

Vrbo otherwise expressly disclaims any liability for any Guest or Host Review, subject to its obligations pursuant to its webhosting status (for instance, deletion of content notified as being illegal). Guest acknowledges and agrees Vrbo may make such Host Review available to other Hosts who the Guest contacts through the Site. More detail as to the Host Review process is available [here](#).

8.4 Please note that Vrbo does not, and realistically does not have the ability to verify the accuracy or otherwise of Guest Reviews, Host Responses or Host Reviews.

8.5 Vrbo nevertheless requires all Guest Reviews, Host Responses, Host Reviews and other communications using Vrbo’s systems to conform to the [Content Guidelines](#), and may decline to post any of them that do not comply. Vrbo will not edit or otherwise modify reviews on a Guest or Host’s behalf. A Guest or Host may contact [Customer Service](#) to remove their published review. Vrbo will first notify the user of the reasons why the content has not been displayed or has been removed from the Site and the user may send his comments to Vrbo, if any. Guests may appeal the decision to remove any Content by contacting Customer Service.

Guest agrees to comply with any applicable export and/or embargo laws. Further, the Guest 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.

8.6 Vrbo does not generally conduct identity checks. If Guests suspect that the Host has supplied false information, they are invited to notify Vrbo through the [Help page](#).

8.7 Vrbo complies with its Privacy Policy. Further details can be obtained from the [Privacy Policy](#). Guest should note, Hosts have generally authorised Vrbo to forward the Host’s contact details, including telephone number, to Guest in connection with a Property booking. Guest may ask for these details to be supplied on production of proof of the booking; alternatively, these details may be made available to Guest through their Accounts.

## **9. Prohibitions**

The Guest shall not directly or indirectly:

- with respect to 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;
- monitor content on the Site or Vrbo’s Platform or systems 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 advertises for properties available for booking, or any subset of the same or which is in the business of providing services that compete with the Vrbo) 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;

- use the Site or Vrbo's Platform or systems for purposes other than those referred to in these Guest T&Cs;
- use the Site or the tools and services on the Site for the purpose of booking or soliciting a rental for a property other than a Property under a valid Listing;
- reproduce any portion of 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;
- upload or send to the Site (or Vrbo's Platform or systems) any contents or programs, which on account of their size or nature, might damage Vrbo's computers or networks;
- include content on the Site (or Vrbo's Platform or systems) that breaches any applicable criminal or other laws, or encourages any such breach;
- use or access the Site or Vrbo's Platform or systems 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);
- 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;
- post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material; or
- refer to Vrbo or any member of the Vrbo Group in any way that might lead someone to believe that the Guest or any website is sponsored by, affiliated with, or endorsed by Vrbo or any member of the Vrbo Group.

If our automated fraud detection systems detect that your booking or account shows signs of fraud, abuse or suspicious activity, Vrbo may cancel any bookings associated with your name, email address or account, and close any associated accounts.

## **10. Right to delete content**

Guests are responsible for ensuring that their communications, and content posted, through or in connection with the Site, including Guest Reviews and communications with Hosts, do not infringe the law, the rights of any person or entity, or contain false information, personal insults, anything libellous, slanderous or defamatory, anything that infringes copyright, data protection law or the [Content Guidelines](#). Vrbo may review any data on the Site or Vrbo's Platform or systems and delete it or alter it when it is no longer accurate or up-to-date. Without prejudice to any other available remedies, Vrbo shall be entitled immediately to remove from the Site any communications or content that infringes these requirements, and to suspend or prevent the usage of any related Account, without prejudice to Vrbo's obligations in application of its webhosting status. The user will be promptly notified of the reasons why those measures have been taken and he may send any comments to Vrbo.

## 11. Notifications of Infringement of Intellectual Property

11.1 Vrbo Group respects the intellectual property rights of others and expects Guests to do the same. Vrbo has and enforces a policy of not permitting users to post any materials that infringe the copyrights or trademark rights of others, and 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 service.

11.2 **Copyright Claims.** Pursuant to the Digital Millennium Copyright Act (in the US), the E-Commerce Directive (in the EU), and similar laws relating to copyrighted online content, if you believe your copyrighted work is being infringed on or through the Site, please complete and submit a written Vrbo Copyright Infringement Complaint Form (the "Notice") to Vrbo's Designated Copyright Agent listed below. Upon receipt of a Notice, Vrbo will take appropriate action, including removal of the challenged material from the Site and/or termination of the account of the Vrbo user in appropriate circumstances.

Please include in the Notice:

- (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.
- (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.
- (3) Your contact information, including your name, address, telephone number, and, if available, an email address at which you may be contacted.
- (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.*
- (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.*
- (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.

Deliver the Notice to Vrbo's Designated Copyright Agent:

Michael R. Graham c/o Expedia, Inc. Legal Department – Copyrights 1111 Expedia Group Way W, Seattle, WA 98119 United States of America

Email: HA-Copyright@expedia.com Telephone: 206-481-7200

11.3 **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:

- (1) Identification of the specific content that was removed or disabled and the location that

content appeared on Vrbo's Site. Please provide the URL address if possible.

(2) Your name, mailing address, telephone number and email address.

(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, Inc. may be found, and that you will accept service of process from the party who reported your content, or that party's agent.

(4) The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification."

Sign the paper and send the written communication to the following address or email: Vrbo's Designated Copyright Agent:

Michael R. Graham c/o Expedia, Inc. Legal Department – Copyrights 1111 Expedia Group Way W, Seattle, WA 98119 United States of America

Email: HA-Copyright@expedia.com Telephone: 206-481-7200

**11.4 Trademark Claims.** If you believe the Site or a Listing is infringing or misusing your Trademark, please complete a written Vrbo Trademark Misuse Complaint Form and deliver it to Vrbo's Trademark Agent listed below. Upon receipt of a Notice, Vrbo will take appropriate action, including informing the Host that posted the allegedly infringing use of the Complaint with a request to consider and respond to the Complaint, removal of clearly infringing designations from the listing or Site and/or termination of the account of the Vrbo user in appropriate circumstances.

Please include in the Notice:

(1) Identification of the Trademark claimed to have been infringed.

(2) Identification of the Site or listings on which the Trademark is allegedly being misused.

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

(4) The following statement: *I have a good faith belief that use of the above designation in the manner complained of is not authorized nor permissible.*

(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.*

(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.

Deliver the Notice to:

Michael R. Graham c/o Expedia, Inc. Legal Department – Copyrights 1111 Expedia Group Way W, Seattle, WA 98119 United States of America

Email: HA-Copyright@expedia.com Telephone: 206-481-7200

**11.5 Patent Notices.** One or more patents owned by the Vrbo Group and/or the Expedia Companies may apply to this Site and to the features and services accessible via the Site. Portions of this Site operate under license of one or more patents. Other patents pending.

## 12. Liability of Vrbo

12.1 The Site is merely a venue allowing you to view Properties listed on the Site, communicate with Hosts in respect of any queries or questions you may have, or to make a booking with a Host for the rental of a Property. To the extent permitted by law we accept no liability in relation to any contract you enter into with a Host or for any Property you book, except to the extent that we collect tax information and/or Stay taxes on the Host's behalf, nor do we, to the extent permitted by law, accept liability for the acts or omissions of any Hosts or other person(s) or party(ies) connected with the Property. For all Properties, your contract will be with the Host and their terms and conditions will apply to your booking. These terms and conditions may limit and/or exclude their liability to you and you are advised to read them carefully before making a booking.

12.2 We do not provide liability insurance protection for Hosts, property managers, or Guests; regardless of whether a user obtains insurance coverage through one of our third party providers. Guests are advised to obtain suitable travel insurance to cover their booking for the Property from a Host, including in the event they have to cancel their booking. It is the Guest's responsibility to ensure that the insurance it purchases is adequate and appropriate for the Guest's particular needs.

12.3 As a consumer you have certain rights (including that, for services, we will provide them using reasonable care and skill). Nothing in these Guest T&Cs will affect your legal rights. For details information on your legal rights please visit the Citizens Advice Website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 0345 404 05 06.

12.4 Vrbo, as hosting provider, will be liable in the event of Vrbo's fault. Vrbo is liable for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but, to the extent permitted by law, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these terms were entered into, both we and you knew it might happen, for example if you discussed it with us.

12.5 To the extent permitted by law Vrbo will not be liable, in case of any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, notably including reasonable legal fees, ("**Claims**"), brought or occasioned by third parties alleging, arising out of, or in connection with: (a) any material or content you provide to the Site; (b) your use of any content on the Site; (c) any breach by you of these Guest T&Cs; or (d) your use of the Property. Vrbo will promptly provide notice to you of any such Claims. If you are dissatisfied with the Site (or the Vrbo Platform or systems) or you do not agree with any part of these Guest T&Cs, then your sole and exclusive remedy against Vrbo is to discontinue using the Site. Nothing in these Guest T&Cs shall exclude or restrict Vrbo Group's liability for death or personal injury resulting from its negligence; nor for Vrbo Group's fraud or fraudulent misrepresentation.

12.6 Refunds will be processed immediately, however the timing to receive any refund will vary based on the payment method and any applicable payment system. Refunds are processed in the

currency of the original payment. Any currency conversion will be done by the relevant bank using their current exchange rate which may be different to the exchange rate used when you originally paid. In addition, bank charges incurred by the Guest during the booking process or as part of the refund process may be deducted by the bank from the refunded amount and in such cases will not be refunded by Vrbo.

### **13. Miscellaneous**

13.1 These Guest T&Cs shall be governed by the laws of Ireland and subject to the non-exclusive jurisdiction of the Irish courts, without prejudice to the applicable law and jurisdiction of the courts where the Guest is resident (should the Guest be a consumer). By way of illustration, mandatory provisions of French Law will apply and French courts will have jurisdiction for Guests who are residents in France.

13.2 Vrbo recommends that you save your own copy of these Guest T&Cs in a separate file on your device or in print-out form.

13.3 Vrbo's failure to act with respect to a breach of these Guest T&Cs by the Guest or others does not waive Vrbo's right to act with respect to subsequent or similar breaches.

13.4 The headings to the Clauses are for ease of reference only and do not affect the interpretation or construction of these Guest T&Cs.

13.5 In the event of a dispute between You and Vrbo, You may use a conventional mediation procedure or any other alternative dispute resolution method as defined by law. You can access the platform Resolver Online Dispute Platform (ODR) at <https://www.resolver.co.uk>.

Alternatively, you can also submit Your disputes with Vrbo to the European Commission platform for online dispute resolution accessible at <http://ec.europa.eu/odr>.

13.6 Details on how to submit a complaint about a property with Vrbo can be found [here](#).