

# Traveller Terms and Conditions

Last updated: 05 July 2021

## 1. Introduction

1.1 Stayz (as defined below) is a subsidiary of Expedia, Inc. ARBN 138 063 573 ("**Expedia**"), a Washington corporation. The Expedia Group (as defined below) provides an on-line platform and various tools, services, and functions which enable property owners to list property and travellers to book such property (together the "**Services**"). Services are provided via country specific URL's, including, in Australia, [www.vrbo.com/en-au](http://www.vrbo.com/en-au) and [www.stayz.com.au](http://www.stayz.com.au) and also via mobile applications (for mobile phone, tablet and other devices or interfaces) (collectively, the "**Site**"). In Australia, the Site is operated by Stayz Pty Ltd, ABN 41 102 711 599 ("Stayz" "**we**" "**our**" "**us**"). Booking payments conducted through the Site (the "**Payment Services**") are handled by third party payment providers, and/or Owners that are integrated property managers. Payment Services are subject to the terms and conditions of those Owners and third party payment providers. For the purposes of convenience of definition (but not otherwise) where we use the term "**Expedia Group**" in these terms and conditions we are referring to Expedia and each of its affiliates and subsidiaries, including, without limitation, Stayz.

1.2 These terms and conditions (the "**Traveller Ts&Cs**") together with the [Privacy Statement](#) govern the relationship between Stayz and any individual using or accessing the Site and any of the content or services available through it as a traveller or potential traveller, and who is not using it in their capacity as a property owner or property manager (each, a "**Traveller**" or "**you**"). Travellers 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.

1.3 *The Traveller Ts&Cs constitute a legally binding agreement between Stayz and the Traveller. By using or accessing the Site or our platforms or systems, you acknowledge that you agree to and are subject to the Traveller Ts&Cs and our [Privacy Statement](#) on behalf of yourself and all persons named or otherwise travelling on your booking. A Traveller's booking through or use of an Expedia Group site (including the Site) is governed by the terms and conditions on the Expedia Group site through which the booking is finalised (and not necessarily the Expedia Group site on which the Property was originally listed). To the extent of any conflict between the terms and conditions of the Expedia Group site on which you found the Property and the terms and conditions of the Expedia Group site you finalise a booking through, the terms and conditions of the Expedia Group site where the booking is finalised will govern and prevail. *If you do not accept and agree to the Traveller Ts&Cs without modification, you are not authorised to access or otherwise use the Site.**

1.4 Stayz does not authorise anyone to register with, or to otherwise use, this Site unless they have the capacity to enter into legally binding contracts.

1.5 Stayz may revise these Traveller Ts&Cs at any time by posting an updated version to this web page. You should visit this page periodically to view the most current Traveller Ts&Cs because they are binding on you. Any changes made after you have made a booking will not affect that booking unless we are required to make the change by law.

## 2. The Basics

2.1 This Site is a place where Travellers can view listings of, and obtain information about, properties offered for rent (each a "**Property**" and together the "**Properties**") by others, including property owners, lessees and managers (each, an "**Owner**" and collectively with a Traveller, 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 platform for users to interact with each other. Stayz is not, and does not become, a party to any contractual relationship between the Traveller and the Owner in respect of any booking, Property or payment, and does not mediate between the Traveller and the Owner in the event of any dispute arising between them. You acknowledge and agree that the Traveller and the Owner will be responsible for performing the obligations of any such agreements, that Stayz is not a party to such agreements and that Stayz Group disclaims all liability arising from or related to any such agreements. This is true even if the Site facilitates a booking for a Property or the use of other Services, as Stayz is not a party to any rental or other agreement between Travellers and Owners.

2.3 Travellers are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any Services and any transaction they enter into either on the Site or in connection with their use of the Site. Travellers should please note that Owners are responsible for and agree to abide by all laws, rules and regulations applicable to the listing and rental of their Property and the conduct of their rental property business. Please be aware that even though we are not a party to any rental transaction and 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 or required (as we may determine in our sole discretion) to provide information relating to any listing in order to comply with governmental or regulatory body investigations, litigation or administrative proceedings, and we may choose to comply with or disregard such obligation in our sole discretion.

2.4 Stayz charges a service fee payable by Travellers who book a Property on the Site via the Site checkout. The service fee covers the use of the Site, including such features as 24/7 support, and is calculated as a percentage of the total rental amount (which may include additional fees and damage deposits charged by the Owner). Depending on the laws of the jurisdiction where the Traveller and/or Owner resides, the service fee may be subject to (or may include) GST, Stay Taxes (as detailed in section 2.7), or any other equivalent indirect taxes that are applicable. Owners agree not to encourage or advise a Traveller to avoid or circumvent the service fee charged by Stayz, and Traveller agrees not to avoid or circumvent the service fee.

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

2.6 If the Traveller is a business traveller that is GST registered or an employee of a company that will reimburse GST charged, it must provide Stayz with the valid GST number and its related billing address, in order for Stayz to apply the reverse charge mechanism, where applicable, to the Service Fee. If the Traveller has a billing address in Australia, the reverse charge mechanism is not applicable and an Australian GST charge will apply.

2.7 Collection and remittance of the Stay Tax: Travellers are liable for the payment of any tourist

tax, lodging tax, tourism tax, or other similar taxes as requested by local jurisdiction (“**Stay Tax**”), which tax must be generally collected by the Owners. In certain jurisdictions, Stayz may decide in its sole discretion to directly collect and remit the Stay Tax on behalf of the Owners. In such case, the Owners will have no action to take regarding the collection from the Travellers and the remittance to the city of this tax. In any jurisdictions in which such process will be implemented, Owner instructs and authorizes Stays to collect the Stay Tax from the Travellers on their behalf and to proceed to the relevant tax filing requirements before the City, including its remittance.

2.8 The Site contains Listings (defined below) provided by Owners and content from other third parties. Such content is the responsibility of the Owner or third party creator of the content. We have no responsibility for such content as we merely provide access to the content as a service to you and provide you with the facility to communicate directly with the Owner to enquire about a Property and make bookings with the Owner for the rental of such Property. All bookings you make are made directly with the Owner and your contract will be with the Owner. Any such contract will govern your right to occupy and use the Property, and may contain obligations to pay additional fees and taxes. Stayz has no liability to you for the Owner’s provision of the Property. We do not endorse, support, represent or guarantee the truthfulness, accuracy or reliability of any information in the Listings or any opinions/content posted by third parties.

2.9 Stayz 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 Owners**

3.1 Please note that Owners 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. Thus, where a Listing is linked to an automated translation facility, such as Google Translate, it is the Owner’s responsibility to ensure that the resulting translation is accurate, and to correct any deficiencies.

3.2 If a Traveller finds a Property in which they are interested, they can send an information request to the Owner (an “**Enquiry**” or “**Enquiries**”) stating their surname, email address and telephone number, along with any requested information, without having to log in to the Site for the purpose. Travellers that use the Site to send enquiries, book a property or who register with us will receive our newsletter. The Expedia Group may offer different newsletters from time to time intended to enhance the services offered by a member of the Expedia Group. Travellers may opt-in to receiving newsletters when sending enquiries or opt-out of receiving newsletters when booking on the Site, or 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 your preferences to become effective.

3.3 The Traveller will receive a confirmation email from Stayz once an Enquiry has been sent to the Owner.

3.4 The Owner may then communicate with the Traveller directly in connection with the Enquiry and Travellers and Owners may also communicate with each other via the Site (and via other tools on the Stayz platform).

3.5 Traveller can request a booking online, which: (i) for instant confirmation properties, can be confirmed without a delay from requesting the booking; and (ii) for all other properties, shall be approved or declined by the Owner within 24 hours. For online payment, a Traveller whose booking was confirmed can pay with their credit card through the payments gateway offered by our third party payment provider and/or the Owner. The online payment service is subject to the terms and conditions of the third party payment provider, or the Owner and Traveller agrees and acknowledges that (with exception of any obligation to instruct third party service providers) Stayz has no control over or any responsibility for this service.

3.6 Enquiries sent by a Traveller to an Owner on the Site, may include Traveller's personal information (including email address, phone numbers and other information the Traveller provides) and the Owner may use such personal information in order to respond to the Traveller.

3.7 Any communication between Travellers and Owners using the Stayz platform must not include email addresses or phone numbers. Please be aware that any communication on the Site (or through the Stayz platform) may be monitored and will be available to view by Stayz employees and representatives. Please also be aware, in accordance with our security and account requirements, we may remove or redact information from any such communications (for example, email addresses, phone numbers or other content we deem to be inappropriate or non-compliant with the Traveller Ts&Cs or applicable laws and regulations).

3.8 Stayz may, from time to time, use third party email servers to send and track receipt of the Enquiry emails, and analyse the pattern of Enquiry usage reported by these third party tracking systems. Our system does not hold messages indefinitely and they may not be accessible after the message has been delivered to you. **Please print a copy of any message which is important to you – for example a payment receipt or a booking confirmation.**

3.9 Stayz has no responsibility for or otherwise stated involvement in, the communications between the Owner and Traveller.

#### **4. Registration and establishing an Account**

4.1 Should Travellers wish to use Services available on the Site other than simply making an Enquiry, they must register with the Site. Stayz 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 Traveller obtains a user account for the Site (an "**Account**"). 4.2 To obtain an Account, a Traveller must follow all of the instructions given by Stayz during the registration process. A Traveller can sign up for an Account using a personal email address or alternatively can sign up using Facebook login credentials by clicking on the Facebook login button on the registration screen.

4.3 The Traveller's Account includes information which is made publicly available to other users of the Site and can also be seen by other internet users not registered on the Site, for example, it may show up in Google search engines. An Account includes, amongst other things:

- A dedicated page, known as "My profile" page, on which the Traveller's profile name will be listed as a mandatory field. Other personal and travel information are optional, at the

- discretion of the Traveller;
- The ability to monitor specific Properties;
- Save favourite Properties;
- Add notes and create lists;
- Save comments on Properties;
- Place reviews of rented Properties;
- Link Traveller's Facebook account. By logging in with Facebook or linking an Account with Facebook, the Traveller agrees to transfer their login credentials from Facebook and to display the list of Facebook friends who also have an account with Expedia Group. This information will be displayed on Traveller profile page.
- Share favourite Properties or lists with others, such as friends and family and social networks.
- A link to Owner Reviews (as defined below)

4.4 Travellers can deactivate their Account at any time and they can also unlink their Account and public page from Facebook at any time. Travellers can unlink their Accounts by going directly to their Traveller profile settings page. You understand and accept that even if you deactivate your Account data could be retained by Expedia Group under the terms of the [Privacy Statement](#). You understand and consent to the use of your data as outlined in the [Privacy Statement](#). You also understand and accept that data relating to your transactions with Expedia Group could have been transmitted to and remain on other sites, for example Google if Google search engine technology has copied content from Expedia Group's sites or systems.

4.5 Stayz also uses Google Analytics to gather statistics on Site usage. There are more details in the [Privacy 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. You understand and accept that the Expedia Group has no control over Google's data collection.

## **5. Rights and obligations of Stayz**

5.1 Stayz will endeavour to reproduce accurately on the Site any photographs supplied by Owner. However, Traveller acknowledges that deviations from original photos can occur when scanning non-digital images or due to individual screen settings, and that Stayz shall have no responsibility or liability for any such deviation.

5.2 Further, you acknowledge that each Owner and not Stayz is responsible for the accuracy with which the photos and descriptions depict the relevant Property.

5.3 Stayz may occasionally undertake upgrades and maintenance of the Site, its platforms and systems. These works may result in restrictions on usage. Stayz will, where possible, aim to ensure that such works are undertaken at a time when most Travellers' usage is least affected.

5.4 User verification on the Internet is difficult and we cannot and do not assume any responsibility for verification of each user's purported identity. We encourage Travellers and Owners to communicate directly with each other through the tools available on the Site (however, even this cannot guarantee the identity of the person with whom you are communicating). We further encourage Travellers to take other reasonable measures to assure yourself of an Owner's 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 and

your email account secure and strictly confidential, providing it only to authorised users of such 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 your Account may have become known to an unauthorised person or has otherwise been compromised, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and/or password. Further, if we suspect any unauthorised access to or use of your Account, upon our request you must promptly change your ID and password and take any other related action(s) as we may reasonably request. We discourage you from giving anyone access to your online ID and password for your Account.

However, if you do give someone your Account ID and/or 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 and/or your email account, even those transactions that are fraudulent or that you did not intend or want performed. For the avoidance of doubt, Stayz will have no liability to you in any such event.

5.5 You acknowledge and agree that Stayz is not responsible for checking the identity, or for the behaviour, of Owners or for establishing the nature, condition or existence of a Property.

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

5.7 The property listings displayed in a given set of search results depend primarily on the particular combination of property parameters and filters entered by the traveller. Search criteria may include such things as property location, dates of stay, number of travellers, type and nature of accommodations, desired property attributes and amenities, and price range, all of which are processed in accordance with our computer algorithms to find listings that most closely match those criteria. The order of appearance of those listings among all of the properties on the platform that meet the traveller's search criteria (i.e., the sort order) then may be influenced further by traveller-selected sort preferences, such as low-to-high pricing or high-to-low ratings; as well as factors that are compared automatically by sort-algorithms, such as popularity of the property among other travellers, quality of the property and the listing content, competitiveness of rates and availability, and the amount we will earn in service fees, all relative to other properties that meet the traveller's criteria. Certain listings also may be closer to the top in a set of search results as a result of the partners' having chosen to apply a "boost" to those listings on one or more of the traveller's selected dates-of-stay. Click [here](#) for more information about the Boost program. Traveller search-results and property sort-order are dynamic, and will vary from search to search, based on demand, availability, changes in partner status or listing popularity, and so on. In addition, as we continue to make improvements in our programs and tools, we may run tests or modify our default sort-order algorithms from time to time to help improve both the traveller and partner platform experience.

5.8 When you make a booking for a Property sourced through the Site, Stayz in most instances will receive a commission for that booking.

## **6. Intellectual Property**

6.1 All content that appears on the Site 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.

6.2 Travellers are permitted to download, display or print individual pages of the Site to evidence any agreement with Stayz and to retain a copy of their bookings. The relevant file or the relevant printout must clearly bear the text “© Copyright [Present Year] Stayz - All Rights Reserved”.

6.3 Where a Traveller submits to or transmits through the Site (or Stayz’s platform or systems) any content of any type, including text or images, the Traveller undertakes that it has the legal rights to do so.

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

6.5 By submitting any form of content to the Site (including but not limited to all text, descriptions, reviews, photographs, and the like), the Traveller grants Expedia, Stayz and each of their subsidiary and affiliate companies, a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable (through multiple tiers) right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform any such content throughout the world in any media, now known or hereafter devised for any purpose.

**6.6 Copyright Infringement Complaints** -- 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 Stayz Copyright Infringement Complaint Form (the "Notice") to Stayz's Designated Copyright Agent listed below. Upon receipt of a Notice, Stayz will take appropriate action, including removal of the challenged material from the Site and/or termination of the account of the Stayz 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 Stayz 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 authorised 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 authorised 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 authorised to act on behalf of the owner of

the exclusive right that is allegedly being infringed.

Deliver the Notice to Stayz's Designated Copyright Agent:

Michael R. Graham

c/o Expedia, Inc.

Legal Department – Copyrights

1111 Expedia Group Way W

Seattle, Washington 98119

United States of America

Email: [HA-Copyright@expedia.com](mailto:HA-Copyright@expedia.com)

Telephone: 206-481-7200

**6.7 Copyright Infringement Counter-Notice** -- If material you have posted has been taken down based on a copyright claim which you believe was a mistake, please complete and submit a written Stayz Copyright Infringement Counter Notice ("Counter Notice") to Stayz's Designated Copyright Agent listed below, or 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 in the Counter Notice:

1. Identification of the specific content that was removed or disabled and the location that content appeared on the 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:  
Stayz's Designated Copyright Agent:

Michael R. Graham

c/o Expedia, Inc.

Legal Department – Copyrights



1111 Expedia Group Way W

Seattle, Washington 98119

United States of America

Email: [HA-Copyright@expedia.com](mailto:HA-Copyright@expedia.com)

Telephone: 206-481-7200

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

Please include in the Notice:

Identification of the Trademark claimed to have been infringed.

1. Identification of the Site or listings on which the Trademark is allegedly being misused.
2. Your contact information, including your name, address, telephone number, and, if available, an email address at which you may be contacted.
3. The following statement: I have a good faith belief that use of the above designation in the manner complained of is not authorised nor permissible.
4. 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 authorised to act on behalf of the owner, of an exclusive right that is allegedly infringed.
5. And a physical or electronic signature of a person authorised to act on behalf of the owner of the exclusive right that is allegedly being infringed.

Deliver the Notice to:

Trademark Claims

c/o Expedia, Inc.

Legal Department

1111 Expedia Group Way W

Seattle, Washington 98119

United States of America

Email: [HA-Trademarks@expedia.com](mailto:HA-Trademarks@expedia.com)

Telephone: 206-481-7200

**6.9 Patent Notice** -- One or more patents owned by Stayz or the Expedia Group companies may apply to this Website and to the features and services accessible via the Website. Portions of this

Website operate under license of one or more patents. Other patents pending. **7. Travellers' Accounts, Communications and Reviews**

7.1 Travellers must provide only accurate, complete and truthful information concerning their identity in their Accounts and profile pages, and any other communications on the Site, including reviews of Properties.

7.2 Messages sent via Stayz'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 Stayz'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. 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 with the same degree of care with which you protect your own confidential information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss, or unauthorised transfer of such information.

7.3 Travellers may post their reviews of Owners' Properties ("**Traveller Reviews**") on the Site. The Owner is given the opportunity to view Traveller Reviews and to respond to them (an "**Owner Response**"). Owners will also be given the opportunity to rate the Traveller's stay ("**Owner Review(s)**") and such Owner Reviews will be made available to other Owners you contact. Owner Reviews cannot be used to exclude or discriminate against individuals. The Traveller's sole remedy in relation to Owner Reviews, and Stayz's sole obligation in relation to Owner Reviews, is to permit the Traveller to post a Traveller Review within 14 days of the submission of the Owner Review. Stayz otherwise expressly disclaims any liability for any Traveller Review or Owner Review. Traveller acknowledges and agrees that Stayz may make such Owner Review available to other Owners who the Traveller contacts through the Site. More detail as to the Owner Review process is available [here](#).

7.4 Please note that Stayz does not, and realistically does not have the resources to, verify the accuracy or otherwise of Traveller Reviews, Owner Responses or Owner Reviews.

7.5 Stayz nevertheless requires all Traveller Reviews, Owner Responses, Owner Reviews and other communications using Stayz's systems to conform to the [Content Guidelines](#), and may decline to post any of them that Stayz finds do not comply.

7.6 Stayz does not generally conduct identity checks. If Travellers suspect that an Owner has supplied false information, they are invited to notify Stayz through the [contact form](#).

7.7 Stayz complies with its [Privacy Statement](#). Further details can be obtained from the [Privacy Statement](#). The Traveller consents to the collection, use and handling of their data as outlined in the Privacy Policy. Travellers should note, Owners have generally authorised Stayz to forward the Owner's contact details, including telephone number, to Travellers in connection with a Property booking. Travellers may ask for these details to be supplied on production of proof of the booking; alternatively, these details may be made available to Travellers through their Accounts.

## **8. Indemnification**

You agree to defend, indemnify and hold harmless the Expedia Group and its equity holders, officers, directors, employees and agents against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature,

including but not limited to reasonable legal and accounting fees, brought or occasioned by third parties alleging, arising out of, or in connection with: (a) any material or content you provide in connection with the Site; (b) your use of the Site (including, without limitation, any content on the Site); (c) any breach by you of these Traveller Ts&Cs; or (d) your use of the Property. Stayz will provide notice to you promptly of any such claims.

## **9. Prohibitions**

The Traveller must 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 Stayz'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 adverts for properties available for booking, or any subset of the same or which is in the business of providing services that compete with Stayz) 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 Stayz's robots.txt file;
- use the Site or Stayz's platform or systems for purposes other than those referred to in these Traveller Ts&Cs;
- use the Site or the Services 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 Stayz's platform or systems) any contents or programs, which on account of their size or nature, might damage Stayz's computers or networks;
- include content on the Site (or Stayz's platform or systems) that breaches any applicable criminal or other laws, or encourages any such breach;
- use or access the Site or Stayz'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 any member of the Expedia Group or any of their respective affiliates in any way that might lead someone to believe that the Traveller or any website is sponsored by, affiliated with, or endorsed by any member of the Expedia Group or any of their respective affiliates.

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

Travellers are responsible for ensuring that their communications, and content posted, through or in connection with the Site, including Traveller Reviews and communications with Owners, do not infringe applicable 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](#). Stayz may review any content on the Site or Stayz'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, Stayz 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.

## **11. Notifications**

11.1 Any messages to us may be sent using the [contact form](#) or by post c/o Stayz, Level 17, 1 Martin Place, Sydney NSW 2000 Australia.

11.2 Notifications of copyright infringement must contain:

- your postal address, telephone number and email address;
- precise details about the content in question (insertion of the text or image) including a link to the website;
- a signed declaration in lieu of an oath, which evidences that you:
  - hold the exclusive rights to use the work; and
  - have not authorised the use of the material in question in this form.

## **12. Liability of Stayz**

12.1 The Site is merely a platform allowing you to view Properties listed on the Site, communicate with Owners in respect of any queries or questions you may have, or to make a booking with an Owner for the rental of a Property. We accept no liability in relation to any contract you enter into with an Owner or for any Property you book, nor do we accept liability for the acts or omissions of any Owners or other person(s) or party(ies) connected with the Property. For all Properties, your contract will be with the Owner 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 should read them carefully before making a booking.

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

12.3 To the extent permitted by law, but subject to clause 12.4, in no event will the Expedia Group or any of its subsidiaries, affiliates, officers, directors, consultants, agents and/or employees or any third party provider of a tool offered on any site of a member of the Expedia Group be liable for any lost profits or any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from the Site or Stayz's platform or systems, any materials or content you submit to the Site, and your use of the Site and/or any transaction between users, even if Stayz has been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from breach of contract, negligence or any other cause of action. If you are dissatisfied with the Site (or the Stayz platform or systems) or you

do not agree with any part of these Traveller Ts&Cs, then your sole and exclusive remedy against Stayz is to discontinue using the Site. Nothing in these Traveller Ts&Cs shall exclude or restrict Expedia Group's liability for death or personal injury resulting from its negligence; nor for Expedia Group's fraud or fraudulent misrepresentation.

12.4 Nothing in these Traveller Ts&Cs affects any rights you may have and which by law cannot be excluded, including under the *Competition and Consumer Act 2010* (Cth) (including, without limitation, under the Australian Consumer Law, contained in Schedule 2 of that Act) and under State and Territory consumer protection legislation.

### **13. Disputes**

13.1 Stayz is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section.

13.2 You agree to first give us an opportunity to resolve any disputes or claims relating in any way to the Site, these Traveller Ts&Cs, any dealings with our customer service agents, any services or products provided, any representations made by us, or our Privacy Policy ("**Claims**") by contacting us. If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

13.3 You acknowledge and agree that any and all Claims will be resolved by binding arbitration, rather than in court, except that: (a) you may assert Claims on an individual basis in small claims court or tribunal if they qualify; and (b) either party may seek injunctive or other urgent equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or breach of a party's intellectual property rights (including, without limitation, copyright or trade marks), or in other exigent circumstances (such as any actual or threatened crime or cyber-attack). This includes any Claims you assert against us, our subsidiaries, travel suppliers or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Traveller Ts&Cs, regardless of whether prior versions of the Traveller Ts&Cs required arbitration.

13.4 There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Traveller Ts&Cs as a court would.

13.5 The obligation to resolve a Claim by binding arbitration will not apply if you provide us with written notice (including by email) that you reject the arbitration provisions of these Traveller Ts&Cs within thirty (30) days following the date you first accept these provisions. If you don't provide us with such notice within the thirty (30) day period, you will be deemed to have waived in full (and without modification) your right to resolve any Claim or to seek any other relief by commencing proceedings in a court (except as set out in paragraphs 13(a) and (b) above).

13.6 Arbitrations will be conducted by the Australian Centre for International Commercial Arbitration (ACICA) under its rules, as adopted or amended from time to time. The seat of arbitration shall be Sydney (or, if you notify us in writing, your nearest state or territory capital city of Australia). The language of the arbitration shall be English. Payment of all filing, administration and arbitrator fees will be governed by the ACICA's rules, except as provided in this section. If your total Claims seek less than \$75,000, we will reimburse you for filing fees you pay to

the ACICA and will pay arbitrator's fees unless the arbitrator finds that either the substance of your Claim or the relief sought was frivolous or was brought for an improper purpose. We will not seek, and hereby waive, all rights we may have under applicable law to recover attorneys' fees and expenses unless the arbitrator finds that either the substance of your Claim or the relief sought was frivolous or was brought for an improper purpose.

13.7 You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed location.

13.8 Before beginning an arbitration proceeding, you must send a letter describing your Claims to "Stayz Legal: Arbitration Claim Manager," at Level 17, 1 Martin Place, Sydney NSW 2000 Australia. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The ACICA's rules and filing instructions are available at <https://acica.org.au/> or by calling +61 (0) 2 9223 1099.

13.9 Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration we each waive any right to a jury trial. The Commercial Arbitration Act 2010 (NSW) applies to this agreement. An arbitration decision may be confirmed by any court of competent jurisdiction.

13.10 These Traveller Ts&Cs are governed by the laws of New South Wales, Australia. Use of this Site is unauthorised in any jurisdiction that does not give effect to all provisions of this Agreement, including, without limitation, this paragraph.

## **14. Miscellaneous**

14.1 These Traveller Ts&Cs and the [Privacy Policy](#) constitute the entire agreement between Stayz and Traveller relating to their subject matter.

14.2 Stayz recommends that you save your own copy of these Traveller Ts&Cs in a separate file on your device or in print-out form.

14.3 Stayz's failure to act with respect to a breach of these Traveller Ts&Cs by the Traveller or others does not waive Stayz's right to act with respect to subsequent or similar breaches.

14.4 The headings are for ease of reference only and do not affect the interpretation or construction of these Traveller Ts&Cs.

14.5 The invalidity of one or more provisions of these Traveller Ts&Cs shall not affect the validity of the other provisions.

14.6 Travellers staying in a Property in New South Wales must comply with their obligations under the [NSW Short-term Rental Accommodation Industry Code of Conduct](#). The Code also places obligations on Owners and platforms (like us). We recommend you familiarise yourself with any obligations applicable to you under the Code, which for Travellers can be found in section 2.5.