

Accommodation Fee Collection Agreement

Last Updated 5th July, 2021

This Accommodation Fee Collection Agreement (this "Agreement") is made and entered into between You ("You" or "Client") and the entity determined by the currency in which You selected to set your rates and be paid in, as set out in the following table ("we", "us" or "our").

Your payment currency (each an "Offered Currency")	Vrbo counterparty
Singapore Dollars	HomeAway Emerging Markets Pte Ltd Incorporated and registered in Singapore with registration number 201114875K of 38, Beach Road, South Beach Tower #09-13, Singapore 189767.
US Dollars	HomeAway.com, Inc. A Delaware corporation, of 11920 Alterra Parkway, Austin TX 78758, USA.
British Pounds, Euros, Canadian Dollars	EG Vacation Rentals Ireland Ltd With registration number 673084 and having its registered office at 25 St. Stephen's Green, 3rd floor, Dublin 2, D02 XF99, Ireland.

This Agreement is effective as of the date that You indicate your acceptance to the terms of this Agreement (the "Effective Date"). You should read through all of the terms carefully. The terms constitute a legally binding agreement between You and Us. Any obligations owed to Us under this Agreement are in addition to, and do not limit, any separate contractual obligations to Us or our affiliates or third-parties working with us to provide the Services. You are not authorised to use these Services (as defined below) unless You are at least 18 years of age and able to enter into legally binding contracts and, if applicable, are authorized to do so on behalf of the business entity for which You are accepting these terms and conditions. BY CLICKING "I HEREBY AGREE TO THE ACCOMMODATION FEE COLLECTION AGREEMENT" OR OTHERWISE SUBMITTING AN ONLINE REGISTRATION FORM, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

Background:

- You own and/or manage the properties that are displayed on the websites of affiliated Vrbo companies (such properties, the "Property" or "Properties", and each such affiliated Vrbo company, a "Display Affiliate");
- Using third-party payment services providers that You have separate and direct agreements with, we facilitate the collection and payment of Accommodation Fees (as defined below) from the individuals who desire to book the Property (the "Guests") through the Display Affiliate websites (such facilitation of collection and payment services via third party providers, the "Services"); and;
- You are owed Accommodation Fees by a Guest as a result of a contract entered into

between You and the Guest, and You would like Us, through third-party providers, to collect the Payments owed subject to the terms and conditions set forth in this Agreement.

You agree with us as follows:

1. PAYMENT SERVICES.

1.1. Collection of Fees due. During the term of this Agreement, You authorise us, through third-party service providers, to collect any Accommodation Fees and other related transaction amounts via Credit Card, Debit Card, Electronic Funds Transfer payments, and any other payment forms that we may accept from time to time (together "Payments") from Guests to pay to You (such Payments collected by us extinguishing any corresponding debt the Guests might owe to You) (collectively "Services"). "Accommodation Fee(s)" are defined as amounts owed to You by a Guest in exchange for that Guest's stay in a Property, including security deposits, fees, insurance, and all other amounts, agreed between You and the Guest and as reflected on the Display Affiliate's website. We provide the Services in exchange for the fees and charges due to us as set forth in this Agreement (each a "Fee").

In order to use the Services, You must be a member of, and bound by the terms and conditions of, one of our Display Affiliate's websites.

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

- (a) to deposit applicable Payments due to You, or to otherwise credit amounts to you;
- (b) to debit any amounts owed to us or our affiliates in accordance with this Agreement, or other agreements as applicable including Fees or Chargebacks or Reversals; and
- (c.) to debit any amounts owed to Guests in accordance with this Agreement.

1.3 Right of Off-set. For any amounts owed by You to us or our affiliates, or any amounts owed to Guests, You authorise us to deduct (off-set) such amounts from any debit failure from Accommodation Fee payments. Similarly, we may, offset any payment obligation that we may have to You under this Agreement against: (i) Fees owed by You; (ii) amounts overpaid to You; and (iii) any other amounts owed by You to us or our affiliates under this Agreement or any other agreement. We will, on request, provide You with details of any amounts off-set. If you wish to dispute the amounts off-set, please do so in writing to us.

1.4 Processing Errors. If there is a rejection or an error in the processing of any transaction, You authorise us or a third party service provider working on our behalf to debit or credit Your bank account designated on the Registration Form, as applicable, to correct such error. If we are unable to debit such bank account You select for any reason, You authorise us to resubmit the debit, plus any applicable fees, to any other bank account or payment instrument that You have on file with us. If the non-payment issue is unresolved within a reasonable period, You will be required to make payment using another acceptable payment method.

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

required by us or a third-party service provider working on our behalf to access Your bank account designated on the Registration Form as necessary hereunder. You further agree to keep Your: (i) bank account information current and up-to-date with us; and (ii) any applicable banking authorisations granted to us current and up-to-date with Your bank. Failure to do so may result in Payments being misdirected, held by us pending confirmation, or returned to the Guests. We disclaim all liability for misdirected or returned Payments if Your bank account information is not kept current. We may suspend or terminate this Agreement without notice if You unreasonably fail to keep this information current or block or otherwise inhibit our ability to enjoy our rights or perform our obligations under this Agreement.

In addition to such bank account information obligations, You shall provide us with such information as we may lawfully require in order to promptly and accurately perform the Services. You shall promptly notify us of any and all inaccuracies in, or changes to, the information provided by You on the Registration Form. We shall, in no event, be liable for any damages directly or indirectly resulting from Your failure to comply with Sections 1.4 and 1.5. You warrant unconditionally that all information You provide to us is true, correct and up to date, and acknowledge that we are relying upon such information in establishing this Agreement and in providing the Services.

1.6 Fraud and Risk Reviews and Settlement Timelines. You authorise us from time to time to collect and verify the information provided by You on the Registration Form or otherwise. We will use this information to perform customer due diligence, verify Your identity, verify Your ownership of the Property, verify You are not subject to trade sanctions, perform various fraud and risk reviews on You, and monitor the transactions through the Services to protect the integrity of our systems and business and to comply with any applicable laws. You further authorise us (or our affiliate) to request a report on You from a consumer reporting agency. Any such consumer report will be requested and utilised in compliance with applicable law. Based upon these reviews, we will determine whether we are able to offer You the Services, and the manner in which we will settle Payments in its sole discretion. Upon successful completion of the required screening, and subject to any fraud or risk holds by us, You will be offered the following settlement timeline.

We will initiate the transfer of a portion of the Accommodation Fees ultimately due to You; to Your bank account in most cases within 1-2 days after the scheduled check-in date for the Guest at Your Property. For the avoidance of doubt, this excludes any amounts that are not ultimately due to You, which may include any Fees (but are not limited to) any commission and other amounts You may owe to the Display Affiliate in connection with the booking, and any applicable stay tax which will be remitted by us or any affiliate to the relevant authority. However, with respect to any deposit amounts due to You, we will initiate transfer in most cases within 1-2 business days after authorization from the Display Affiliate, in its sole discretion.

Notwithstanding the foregoing, in the event a Guest provides correct notice to the web site the Property was booked through within 24 hours of the scheduled check in that the Property is not as described, or there is some other issue with the Property, You authorise us to return the Accommodation Fees to the Guest. You also agree that we may, in accordance with the cancellation policy selected by You and reflected in the relevant Property listing, refund to the Guest the portion of the Accommodation Fees specified in the applicable cancellation policy. If You are enrolled in any automatic refund damage deposit program, You authorize us or our affiliates to initiate a refund of such damage deposit on Your behalf, or to instruct the release

of damage deposit funds to You upon receipt of a valid claim, in accordance with the damage deposit program terms.

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

1.7 Privacy & Data Security. You agree to act in accordance with the practices set forth in the Display Affiliate's privacy policy for the website the Property was booked through ("Privacy Policy") as may be updated by Display Affiliate from time to time and which is hereby incorporated by reference. You agree that You have in place and will maintain, or will establish and maintain, adequate security procedures and controls to prevent the unintended disclosure of, and the unauthorised access to or misappropriation of, any personal data or information of any Guest. You agree that You will process, store, transmit, and access any Guest information in compliance with all applicable laws and regulations. You agree to only utilise Guest's personal data for the purpose of processing such Guest's booking and for no other purpose. We will not be responsible for unauthorised use or access to Guest personal data or financial data by You, Your employees, or any other party associated with You, except to the extent such use or access is due to our gross negligence or wilful misconduct. We may use any and all information gathered in the performance of the Services in accordance with our Privacy Policy. In addition, You agree that we may use such information for any lawful purpose including deriving statistics regarding our Services.

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

1.9 Suggestions. If You provide any suggested improvements to our Services ("Suggestions") to us or our affiliates, or our third party service providers, we will own all right, title, and interest in and to the Suggestions, even if You have designated the Suggestions as confidential. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may reasonably require to document, perfect, and maintain our rights in the Suggestions. Please do not provide us with Suggestions if You do not wish to assign these rights to us.

1.10 Chargebacks and Reversals. Any Payment by a Guest is subject to a right (i) "Reversal" (the right of a bank account owner to seek the return funds for a transaction that was funded by a bank account – sometimes referred to as an ACH Return – for example, as a result of suspected unauthorized use of a bank account or insufficient funds), or (ii) "Chargeback" (the right of credit cardholders to file a claim for a refund with their card issuer, for example, as a result of fraud or dissatisfaction with a purchase). These rights exist between the Guest and their respective bank or credit card issuer or bank. In the event of a Chargeback or Reversal of any Payment by a Guest, we may automatically exercise our setoff rights outlined in section 1.3. Thereafter, contingent on receiving all requested information from You, we will use commercially reasonable efforts to investigate the validity of the Chargeback or Reversal. You agree to cooperate

with us and to provide any information that may be reasonably requested by us in our investigation. You acknowledge that Chargeback and Reversal decisions are made by the applicable issuing bank or Card Networks and all judgments as to the validity of the Chargeback or Reversal is made at the sole discretion of the applicable issuing bank or Card Networks.

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

1.12 Payment for Services. In consideration for the Services, You agree to pay us a Fee of 3% of transaction amounts processed on Your behalf through any payment method offered by us other than Australian dollars, New Zealand dollars, and Japanese Yen. Such Fees will become due upon completion of payment processing and regardless of any subsequent cancellation. Fees due to us are exclusive of any GST, value-added, withholding or other transaction-based tax in any country, state or locality. Where such tax applies it shall be paid to us by You. Singapore GST is collected, where applicable, on Fees and charges due to us under this Agreement.

Fees due to us are exclusive of any VAT, GST, or other equivalent indirect tax, withholding, or other transaction-based tax in any country, state or locality. Where such tax applies it shall be paid to us by You.

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

You hereby authorise us to automatically deduct all Fees due from the Payments collected by us, as well as Fees related to Chargebacks and Non-Sufficient Funds ("NSF") prior to settlement to Your bank account. In the event we are unable to recover Fees for any reason, You agree to pay all reasonable costs of collection, including reasonable attorneys' fees, incurred by us. In addition, You are also responsible for any penalties or fines imposed on You or us by any Card Networks, or NACHA resulting from Your use of the Services in a manner not permitted by this Agreement, Operating Regulations, or related rules and regulations. You are solely responsible for monitoring Your account and ensuring timely payment of all amounts You owe to us. We have the right to impose upon You any penalties we incur due to collection requests which fail due to NSF or Your directive to block the request. You authorise us to collect such fee in accordance with the terms of this Agreement. Except as otherwise provided herein, or as prohibited by applicable law, and to the extent permitted under the Consumer Protection (Fair Trading) Act (Cap 52A, 2009 Rev Ed) ("CPFTA") and Unfair Contract Terms Act (Cap 396, 1994 Rev Ed) ("UCTA"), fees related to our Services are non-refundable.

1.13 Taxes. You are responsible for any and all applicable taxes, including sales, use, personal property, value-added, excise, customs fees, tourist, hotel occupancy, import duties or stamp duties or other taxes and duties imposed by governmental entities of whatever kind and imposed with respect to the transactions under this Agreement, including penalties and interest, but specifically excluding taxes owed by or asserted against us or any of our affiliates' net

income. We may be required to report any Payments to national, state, and/or local tax authorities, including the US Internal Revenue Service and other tax authorities. We are not responsible for, and is not the entity collecting sales or income or other taxes with respect to the Payments. You will promptly provide us with information and/or documentation as may be required by the applicable governmental entity in order for us to process payments hereunder (including, without limitation, a valid certificate of Your exemption from obligation to pay taxes as authorised by the appropriate governmental entity), and we may reasonably withhold any Payments, or portion thereof, until You have provided the required documentation. You are responsible for determining any and all taxes and duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with the sale or purchase of any products or services for a transaction, or otherwise in connection with any action, inaction, or omission by You or any affiliate of Yours, or any of Your or their respective employees, agents, contractors, or representatives ("Taxes"). You also are responsible for collecting, withholding, reporting, and remitting correct Tax Taxes to the appropriate tax authority. If requested by us, You will promptly provide valid Tax invoices in respect of any transactions entered into under this Agreement, where Taxes are chargeable under applicable law. We, or our affiliates, may provide You a means for You to determine and apply taxes to Your transactions, but we and our affiliates are not obligated to determine whether taxes apply and are not responsible for calculating, collecting, reporting, or remitting any taxes to any tax authority arising from any transaction.

Notwithstanding the foregoing, we, and any applicable affiliate, reserve the right, in our sole discretion, to collect and remit Taxes to appropriate government entities on Payments.

Should we exercise this right, You agree to cooperate with us in the provision of any information or assistance reasonably requested by us for such collection and remittance including providing documentation to substantiate transactions with Guests and to substantiate registration with and/or remittance of Taxes to the relevant taxing authorities.

1.14 Limitation on Use of Services/Website. You may only utilise the Services for the receipt of Payments as defined herein. You may not use, and represent and warrant that You will not use, the Services for any other purpose, including but not limited to the payment for any illegal activity, good, or service. You agree to comply with all our policies, and any other limits concerning use of our websites and Services, as updated by us from time to time, including without limitation: (i) our requirements for data security; and (ii) any operating rules and/or policies of the card associations or networks that are used to process the Payments (as such may be updated from time to time). Notwithstanding any other terms of this Agreement, we and our affiliates have the right: (a) to change, suspend or discontinue the Services or such websites, in whole or in part; and (b) to impose limits on certain features or restrict access to parts or all of the Services or such websites without notice and without liability when we, in our sole discretion, to be exercised reasonably, determines necessary to protect the integrity of such websites and our operations, to avoid harm to others, or for any other such reason. We may decline to process any payment in connection with, among other reasons, fraud prevention activities, applicable law, or our policies. Without limiting the foregoing, You may not act as a payment intermediary, aggregator or service bureau or otherwise resell the Service on behalf of any third party, including without limitation the handling, processing or transmission of funds for third parties.

You may not use the Services except as authorized by laws of the jurisdiction in which You reside, and any other applicable laws. In particular, but without limitation, the Services may not be used to send or receive funds (i) into or from (or or from to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods, or (ii) to

or from anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By using the Site, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

1.15 Card Networks; Acquirer. During the Term of this Agreement, the Services will be provided in conjunction with a merchant acquirer eCheck or ACH service provider processor, and/or or PIN debit acquirer (or any equivalent third party) and their respective designated member bank(s). You agree to comply with all our policies with respect to the Services, and all applicable Visa, Visa International, MasterCard International Incorporated and other applicable card networks, (collectively, "Card Networks"), and other rules (collectively, "Operating Regulations") and all applicable local laws, rules, regulations, and regulatory guidance relating to the conduct of Your business. As of November 1, 2018, the Operating Regulations for the Card Networks and NACHA are available at: (i) Visa: <https://usa.visa.com/support/small-business/regulations-fees.html#3>; (ii) MasterCard: <https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>; (iii) Discover available upon request at <https://www.discover.com/credit-cards/help-center/contact-us/>; (iv) American Express at www.americanexpress.com/merchantopguide (and American Express Terms and (v) NACHA: <https://www.nacha.org/rules>. You agree and acknowledge that we have no control over and cannot be and is not responsible for the individual Operating Regulations of the Card Networks, and that the Card Networks may reserve the right to amend the Operating Regulations without notice to You. If You are offered, and You choose to accept only certain types of payment methods or credit cards, it is Your responsibility to properly indicate which payment methods and cards are accepted.

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

2. DISCLAIMER.

2.1 Limited Warranties. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICES AND WEBSITE IS SUBJECT TO THE FOLLOWING DISCLAIMER OF LIABILITY: EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, THE SERVICES AND WEBSITES (INCLUDING ALL CONTENT, SOFTWARE, DATA TRANSMISSION, FUNCTIONS, MATERIALS AND INFORMATION PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICE) ARE PROVIDED "AS IS" AND WE, OUR AFFILIATES, AND OUR SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE WEBSITES OR SERVICES PROVIDED HEREUNDER, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW.

2.2 World Wide Web Usage. We, our affiliates, and our suppliers make no warranties regarding the quality, reliability, timeliness or security of the world wide web, the internet and other globally linked computer networks, or the web sites established thereon including our websites, will be uninterrupted or error free.

2.3 Payments. You acknowledge and agree that: (i) Your Property bookings are transactions solely between You and the relevant Guest and not with us or any of our affiliates; (ii) Payments collected by us extinguish any corresponding debt the Guest might owe to You; (iii) we will not be responsible for, and do not control, whether a Guest will make any Payment; (iv) our obligation to

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

2.4 Our Role. Except for our limited role in processing payments that You authorise or initiate, we are not involved in any underlying transaction between You and Your Guests. For the avoidance of doubt, we are not providing or reselling any accommodations or any accommodation related expenses or services. We assume no liability for Your acts or omissions.

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

3. LIMITATION OF LIABILITY/INDEMNITIES.

3.1 SUBJECT TO CLAUSES 3.5 AND 3.6, WE SHALL IN NO WAY BE LIABLE TO YOU DUE TO ANY DISRUPTION OR NON-AVAILABILITY OF THE SERVICES OR WEBSITES DURING WHICH GUESTS ARE UNABLE TO ACCESS OR USE THE SERVICES OR WEBSITES OR ANY FAILURES THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF A PAYMENT OR THE SERVICES. WE BEAR NO RESPONSIBILITY FOR ANY ERRONEOUS STATEMENT, ANY ERROR OR DELAY IN PAYMENT, OR ANY PAYMENT DECLINED BY YOUR BANK CAUSED BY YOUR FAILURE TO PROVIDE ACCURATE AND/OR VALID INFORMATION.

3.2 IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.3 To the maximum extent permitted by law, you agree that our liability under this Agreement for breach of any legal obligation imposed on us is limited, in the case of defective Services, to either (at our option): (i) supplying the Services again; or (ii) paying the costs of having the Services supplied again.

3.4 SUBJECT TO CLAUSE 3.5, OUR AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES THAT WE HAVE RECEIVED FROM YOU AND RETAINED UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated in this paragraph and that these limitations are an essential basis of the bargain between the parties.

3.5 Nothing in this Agreement shall exclude or restrict our liability for death or personal injury resulting from its negligence; nor for our fraud or fraudulent misrepresentation.

3.6 Nothing in this Agreement affects any rights you may have and which by law cannot be excluded, including under the CPFTA and UCTA.

3.7 Indemnification. You will indemnify, defend and hold us and our subsidiaries and our affiliates and their officers, directors, consultants, agents, and/or employees ("Indemnified Parties") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees) brought against any of the Indemnified Parties, arising out of or related to: (i) Your use of the Services or its websites; and/or (ii) any breach of or non-compliance with this Agreement by You. We may join in defence with counsel of our choice at our own expense. The indemnity obligations set forth in this section will not apply to the extent any claim, loss, liability, demand or expense is the result of the gross negligence or wilful misconduct of any indemnified party. The indemnity obligations set forth in this section are contingent upon: (1) us providing prompt written notice to You of any such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s) (except that Your obligation to indemnify hereunder shall only be relieved to the extent it is prejudiced by our failure to provide such notice); and (2) Your having sole control of the defence or settlement of such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s); provided that any settlement requiring other than the payment of monetary amounts shall be subject to our consent, not to be unreasonably withheld. At Your request and expense, we shall cooperate in the investigation, defence and settlement of such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s).

4. TERM AND TERMINATION.

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

4.2 Termination. Either party may terminate this Agreement at any time for convenience upon written notice, which may be via mail to the address set forth below. For the avoidance of doubt, no such termination of this Agreement by itself will terminate any other agreements between You and us or any of our affiliates.

4.3 Effect of Termination. Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts, Fees or other compensation due and owing to the other party under this Agreement prior to such termination. Any Payments still in process at the time of termination will be completed by us as if the Agreement were still in effect, including following relevant settlement timelines and deduction any Fees. However, You will remain liable for Chargebacks, Reversals, charges and any other obligations incurred by You and managed by us after the expiration or termination of this Agreement and You authorise us to automatically, without prior notice to You, deduct such amounts from Your bank account. Upon termination, we will disable Your access to the Services (other than such access required to complete any Payments still in process).

4.4 Survival. Sections 1.2(b), 1.2(c), 1.3, 1.4, 1.7, 1.8, 1.9, 1.10, 1.12, 1.13, 2, 3, 4 and 5 shall survive termination of this Agreement, except where otherwise provided.

5. Miscellaneous

5.1 Binding Upon Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by You without our prior written consent and any attempted assignment or transfer without such consent is void. We may assign this Agreement at any time but will not do so in such a way as to

reduce any guarantees given to You under this Agreement.

5.2 Force Majeure. We will not be responsible for any delays, errors, failures to perform, interruptions or disruptions in the Services or its websites caused by or resulting from any act, omission or condition beyond our reasonable control, whether or not foreseeable or identified, including without limitation acts of God, strikes, lockouts, riots, acts of war, terrorist conflict or terrorist attack, governmental regulations, fire, explosion, power failure, earthquakes, severe weather, floods, droughts, epidemics or pandemics or other natural disasters or the failure of Your, Guests or any third party's hardware, software or communications equipment or facilities.

5.3 Entire Agreement. The Services are supplied on the terms expressly set out in this Agreement and subject to non-excludable rights under the CPFTA and UCTA. Other representations or statements we make to You, whether in person, over the phone or in advertising or other materials You receive, are not part of this Agreement. However, You may have other legal rights in relation to those representations. For the avoidance of doubt the foregoing does not limit any separate obligations to the Card Networks or other third-party service providers.

5.4 Severability. If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

5.5 Amendment and Changes. You may not change, amend, supplement, discharge, terminate or otherwise alter this Agreement except by a statement in writing signed by us. We will have the right, at our sole and absolute discretion, to change, modify, or amend any portion of this Agreement in accordance with the terms set forth above, including but not limited to payment terms (see clause 1.11 above). If we amend this Agreement and You do not agree to the new terms, You may immediately terminate the Agreement in accordance with clause 4, above.

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

5.7 Notices. All notices and other communications required or permitted under this Agreement will be in writing. Notices to You will be delivered to the email address provided on the Registration Form. Notices to us shall be directed to Vrbo, Attn: Legal Department, 38 Beach Road, South Beach Tower #09-13, Singapore 189767. **5.8 Updating Your Information.** It is Your responsibility to ensure that Your banking information, including Your legal name and Your address and country of residence, is accurate and remains current. It is also Your responsibility to ensure that any information or documentation requested with respect to Taxes in Section 1.13 above is accurate and remains current.

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

5.10 Governing Law. This Agreement and the performance of the Parties hereunder shall be governed and construed in accordance with the substantive laws of Singapore, without regard to any law, statute, rule, or precedent that would apply the law of any other jurisdiction.

5.11 Disputes; Arbitration.

5.11.1 We are committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims only in accordance to this section.

5.11.2 Where any dispute or claims arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, and any dealings with our customer service agents, any services or products provided and any representations made by us (collectively known as “Claims”), these Claims shall be resolved in accordance with the procedure specified below.

5.11.3 Claims also include 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 the terms of this Agreement, regardless of whether prior versions of the terms of this Agreement required arbitration.

5.11.4 You agree to first give us an opportunity to resolve any Claims by contacting us in writing (the “Claims Notice”). If we are not able to resolve your Claims within 60 days of receiving the Claims Notice, you may seek relief through arbitration or in the Small Claims Tribunals of Singapore (“SCT”), as set forth below.

5.11.5 Where parties are not able to resolve any Claims within 60 days of the Dispute Notice being issued, the Claims shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) (“SIAC Arbitration”), except that (a) You may choose to assert the Claims in the SCT if the Claims fall within the jurisdiction of the SCT, 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).

5.11.6 For the avoidance of doubt, where the Claims fall outside the jurisdiction of the SCT, the Claims shall be referred to and finally resolved by SIAC Arbitration.

5.11.7 The SIAC Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

5.11.8 The seat of arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English. The venue of the arbitration shall be in Singapore or at any other location which is mutually agreed upon.

5.11.9 To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to “Vrbo Legal: Arbitration Claim Manager,” at 38 Beach Road, South Beach Tower #09-13, Singapore 189767. If we request arbitration against you, we will give you notice at the email address or street address you have provided. SIAC Rules and filing instructions are

available at <http://www.siac.org.sg/our-rules> or by calling +65 6713 9777.

5.11.10 Payment of all filing, administration and arbitrator fees will be governed by the SIAC Rules, except as provided in this section.