

# Partner Terms and Conditions

*Last updated: 29 January 2024*

## 1. Introduction

1.1 Vrbo (as defined below) is a subsidiary of Expedia, Inc. ARBN 138 063 573 (“**Expedia**”), a Washington corporation. The Vrbo 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, or those of Vrbo Group’s affiliates and third parties with whom the Vrbo Group has distribution agreements, including, in Australia, <https://www.vrbo.com/en-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 (“**Vrbo**” “**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, and/or Stayz Pty Ltd (in relation to the Payment Services only, “**Vrbo Payments**”). Payment Services are subject to the terms and conditions of those Owners, third party payment providers or, in the case of Vrbo Payments, subject to the [Accommodation Fee Collection Agreement](#). 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 and each of its affiliates and subsidiaries, including, without limitation, Vrbo.

1.2 These terms and conditions (the “**Owner Ts&Cs**”) together with the [Privacy Policy](#) govern the relationship between Vrbo and any party which accesses or uses the Site to offer or list any Property for rent (as defined below), including property owners, lessees and property managers, (collectively, “**Owners**” or “**you**”).

1.3 The Owner Ts&Cs constitute a legally binding agreement between Vrbo and the Owner. By using or accessing the Site or Vrbo’s platforms or systems in the capacity of an Owner, you acknowledge that you agree to and are subject to the Owner Ts&Cs. Please note that these Owner Ts&Cs and our [Privacy Policy](#) apply to all Owners. If you do not accept and agree to the Owner Ts&Cs without modification, you are not authorised to access or otherwise use the Site.

1.4 If the Owner is a company, partnership or other entity, any person who uses the Site, and/or agrees to the Owner Ts&Cs, on behalf of that Owner, represents that it has the authority to bind the Owner to these Owner Ts&Cs.

1.5 Vrbo does not authorise anyone to register with this Site unless they are able to enter into legally binding contracts. Each Owner represents and covenants that all information submitted to us and to the Site during such Owner's registration with the Site shall be complete, true and correct. Each

Owner further agrees to promptly provide notice to the Site (using the [Contact Form](#)) regarding any updates to any such contact information previously submitted by such Owner to the Site.

1.6 Vrbo may revise these Owner Ts&Cs at any time by posting an updated version to this web page. You will be provided with thirty (30) days' notice in advance of changes to any of the terms of these Owner T&Cs or our decision to terminate these Owner Ts&Cs. We will inform you of such changes or termination via your email address. If you do not agree to the updated terms, you may terminate these Owner Ts&Cs by removing your Listing(s) and ceasing to use the Vrbo Services within the notice period. You should visit this page periodically to view the most current Owner Ts&Cs because they are binding on you.

## **2. The Site is a Venue only**

2.1 This Site is a venue which allows Owners to list one or more properties available for rental (each a "**Property**" and together the "**Properties**") with different pricing formats to potential travellers (and all persons named on the booking) (each, a "**Traveller**" and, collectively with an Owner the "**Users**"). We may also offer online bookings, instant bookings or 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. Vrbo 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 Vrbo is not a party to such agreements, and that, with the exception of Vrbo Payments' obligations under the [Accommodation Collection Fee Agreement](#), Vrbo (and each member of the Vrbo 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 Vrbo is not a party to any rental or other agreement between Travellers and Owners.

2.3 Responsibility for applicable laws, rules and regulations: Owners and Travellers agree that they 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. Owner further agrees they are responsible for and agree to abide by all laws, rules and regulations applicable to the Listing of their Property and the conduct of their business, including but not limited to any and all laws, rules, regulations or other requirements relating to taxes, credit cards, data security, data and privacy, permits, planning or licence requirements, local authority requirements, health and safety compliance and compliance with all anti-discrimination and housing laws, lease or other property restrictions as applicable. Please be aware that even though we are

not a party to any rental transaction and assume no liability for legal or regulatory compliance pertaining to renting any Property listed on the Site, there may be circumstances where we are nevertheless obligated or required to provide information relating to any Listing in order to comply with governmental or regulatory bodies in relation to investigations, litigation or administrative proceedings. Owners who accept credit card, banking or other payment information from Travellers agree to properly handle and safeguard all such information in accordance with applicable legal and regulatory requirements, applicable card association or network operating rules and/or policies and practices and/or the data security policies of Vrbo and further agree to only collect and use such payment information in connection with an authorised Traveller reservation and for no other purpose.

### **3. Property Listings**

3.1 Owners may in accordance with these Owner Ts&Cs agree with Vrbo to place on the Site a listing for a specific Property via a pay per booking listing (a "**Listing**").

3.2 If you sign up as an Owner on the Site, you will receive our Owner newsletter, which is an integral part of the services we provide. We and Vrbo Group may offer different newsletters from time to time intended to enhance the services we or they offer. Owners may either opt-out at the point of signing up, 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 Owner Eligibility for Listings

3.3.1 In order to create a Listing, Owners must comply with the practices described in this clause 3 (and any other requirements that may be notified to the Owner by Vrbo from time to time on reasonable notice).

3.3.2. Online bookings are required for all Listings. Owner must manage communications, enquiries and bookings through Vrbo's platform and tools. Use of external tools and bookings not processed through Vrbo's platform is strictly forbidden.

3.3.3 Payments to Vrbo must be made by direct debit. All banking and other fees relating to a payment shall be borne by the Owner.

3.3.4 Owners who are qualifying Property Managers (as defined below) may apply to Vrbo to enter into a separate Property Manager Listing Contract.

3.3.5 Vrbo reserves the right to decline to place any Listing which, in Vrbo's reasonable discretion, is capable of infringing, or being associated with the infringement of, any provision of these Owner Ts&Cs.

3.3.6 Owner must provide only accurate and up to date information in each Listing (including the description, rates, taxes and cancellation policy), and shall not impose different conditions on the Traveller than those set out in the

Listing. Failure to comply with the obligations set forth in these Owner Ts&Cs may result in Owner's permanent exclusion from the Site and from any of our affiliated sites as set forth herein.

### 3.4 Payment Terms for Listings

3.4.1 Each Listing is made without any upfront fee, but in exchange the Owner will be charged and must pay to Vrbo a commission equal to a percentage of the total rental amount set by the Owner (including any additional fees charged by the Owner) on every booking sourced through the Site (the "**Commission**"). Vrbo reserves the right to change the applicable method for calculating the Commission, with any changes to be notified to the Owner at least 30 days before the new Commission calculation method is applied. The new Commission calculation method will be deemed accepted if the Owner does not remove his Listing by the time the new Commission calculation method is applied.

3.4.2 The Commission will be calculated exclusive of any amounts charged for taxes and any other product or service purchased by the Traveller and charged by Vrbo, such as insurance products. It is the Owners' duty to accurately breakdown the different amounts charged to the Travellers.

3.4.3 A description of the applicable fees that apply to each Listing will be displayed when you list your property through the Site.

3.4.4 All Listings are subject to additional terms, conditions and requirements as set out during the registration for such Listing (including those of third party providers).

3.4.5 In addition to online bookings, online payments are required for all Listings. Online payments are handled by third party payment providers and/or Vrbo Payments and are subject to the terms and conditions and privacy policies of such providers or, in the case of Vrbo Payments, subject to the [Accommodation Fee Collection Agreement](#).

3.4.6.1 Travellers pay amounts to Vrbo Payments. Vrbo Payments will forward to the Owner the amounts paid by the Travellers, less Commission, less any applicable GST or other taxes, and less any other applicable amounts. Vrbo Payments will usually forward amounts owing to the Owner within 24 hours after the check-in date originally booked by the Traveller. For new Owners who have not received payments from Vrbo payments before, please allow up to 30 days for amounts to be processed and forwarded.

3.4.6.2 The Owner acknowledges and agrees that if a payment from a Traveller is processed by a third party payment provider, Vrbo does not receive the Traveller's payment or forward it to the Owner. Vrbo's arrangements regarding the collection of payments from a Traveller are set out in the [Accommodation Fee Collection Agreement](#) between Vrbo and the Traveller.

3.4.7 Listings may be displayed on other sites within the Vrbo Group, and on the sites of companies with which Vrbo may have signed distribution

agreements, to the extent that such sites enable online payment. However, Vrbo gives no guarantee of publication other than on the Site where Owner originally registered its Listing and within the limit of Vrbo's right to publish a Listing or not.

3.4.8 Listings will be displayed on the Site indefinitely; however Vrbo reserves the right to remove or refuse to publish any Listing at any time in its sole discretion. Owner can also suspend or remove their Listing at any time, through their dashboard or by contacting customer service.

## 4. Using the service

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

4.2 The Dashboard provides various functions which are intended to assist Owners to manage their Properties through the site; these functions, and the Dashboard itself, are made available on an "as is" basis, and Vrbo does not undertake that the Dashboard or its functions will be complete or error-free.

4.3 The "Online booking" feature for Listings allows Travellers to make online bookings for the property. In the Dashboard, the Owner can register for the "online payment" service which enables Travellers to make payments to the Owner via an online payments gateway offered by Vrbo Payments or a third party payment provider. The online payments service is subject to the terms and conditions of the third party payment provider or subject to the [Accommodation Fee Collection Agreement](#), and Owner accepts that (with exception of Vrbo Payments' obligations pursuant to the [Accommodation Fee Collection Agreement](#)), Vrbo has no control over or any responsibility for online payment services.

4.4 In the Dashboard, the Owner also has access to Traveller's Reviews for the Owner's Properties and any available Owner Review for a Traveller who has contacted the Owner.

4.5 Travellers and Owners may post reviews on our Site. By posting a review, the person posting the review grants the Vrbo Group a perpetual, royalty-free, fully paid, worldwide irrevocable, transferable, and fully sublicensable (through multiple tiers) right and license in worldwide license of the Owner's, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the review in connection with the Property, and our business or the business of our affiliates. Travellers may also post their own 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 review the Travellers stay ("**Owner Review(s)**"). Owner expressly warrants that any review so posted must be in accordance with our [Content Guidelines](#). More detail as to

the Owner review process is available [here](#). We reserve the right (but not the obligation) to make Owners Reviews available to other Owners who the Traveller contacts via our Site. Owner may not further disclose, make further use of or reference to such Owner Reviews without having the express consent of the Traveller to so disclose or use. Please note that Vrbo does not, and does not have any responsibility to, verify the accuracy or otherwise of Traveller Reviews or Owner Reviews. Owner Reviews cannot be used to exclude or discriminate against individuals. The Owner acknowledges and agreed that its sole remedy in relation to Traveller Reviews, and Vrbo's sole obligation in relation to Traveller Reviews, in the event that an Owner disputes any aspect of a Traveller Review is to permit the Owner to post an Owner Response to it and Vrbo otherwise expressly disclaims any liability for any Traveller or Owner Review.

4.6 Vrbo requires all Traveller Reviews, Owner Responses, Owner Reviews and other communications to conform to the [Content Guidelines](#), and may decline to post any of them that Vrbo finds does not do so. In the event that any Traveller Review, Owner Response, Owner Review or any other communication appears on the Site but fails to conform to the [Content Guidelines](#), then without prejudice to any other available remedies, Vrbo shall be entitled to immediately remove from the Site the relevant non-conforming Traveller Reviews, Owner Responses, Owner Reviews or any other communication.

4.7 Communications using the Site and any other Services are available for review by the Traveller and the Owner who are party to the communication and to view by Vrbo Group employees and representatives. Please note, in accordance with our security and account requirements, we may remove or redact information from such communications (for example, email addresses, phone numbers or other content we deem to be inappropriate or non-compliant with applicable laws and regulations). **Owners should print a copy for their own records of any message which is important - for example a payment receipt or a booking confirmation.**

4.8 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. You agree that you will protect other Users' personal information in accordance with applicable laws and regulations and in any event, using a reasonable standard of care, and you assume all liability for the misuse, loss, or unauthorised transfer of such information.

4.9 Vrbo has no responsibility for or involvement in, the communications between the Owner and Traveller.

4.10 Vrbo 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, taxes, 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 defined below), or any other equivalent indirect taxes. Owners agree not to encourage or advise a Traveller to avoid or circumvent the service fee charged by Vrbo.

## **5. Listing Details and Services**

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

5.2 A reduced version of the Listing is shown on the Site on a given search page, in the form of a thumbnail with a picture of the Property, linked to the full-page Listing.

5.4 Vrbo has implemented the Google Translate service on the Site. Owners can use this service free of charge to have their Listings translated. The Owner acknowledges and accepts that this is a static machine translation system which is not error-free. After translation, the Owner must review the translation, and correct all inaccuracies in it. Vrbo does not have any responsibility for the functioning, accuracy or otherwise of the Google Translate service. The Owner accepts that Google Translate is provided under Google's terms and conditions of service and the Owner should review those terms before using Google Translate.

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

5.6 Vrbo also uses Google Analytics (and other analytics platforms) to gather statistics on Site usage. There are more details in the [Privacy 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. Owner accepts that Vrbo Group has no control over Google's data collection.

5.7 The Owner may activate a free SMS service, which informs Owner about any incoming Traveller enquiries and booking requests about Listings. The Owner understands and accepts that SMS is not 100% reliable and may be subject to connectivity, disruption and blocking issues outside Vrbo's control. Additionally, the use of SMS messages, particularly when travelling, may result in additional costs for Owners from telecommunications and network providers which the Owner agrees to accept when signing up for the SMS service. The Owner understands and accepts that

SMS messages may be monitored and disclosed in accordance with the [Privacy Policy](#).

## 6. 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 based on a variety of factors such as search parameters, Listing quality, how frequently a calendar is updated, Traveller preferences, Owner response times, our commission level, compliance with our published requirements (including the Marketplace Standards (defined below)), booking history, online booking capability and other factors that Vrbo may deem important to the user experience from time to time. Listings may not always appear in search results. Listings distributed on third party sites are not guaranteed to display on such third party site in any particular order or at all. Search results and order may appear different on Vrbo's mobile application than they appear on its website. To optimize the search experience for both Owners and Travellers and improve the search process, Vrbo retains the right to run tests that will be limited in duration but may alter how we display Listings and search results.

## 7. Property Managers

Vrbo may grant special terms to Owners who have Listings offering more than 5 Properties (known as "**Property Managers**"). These terms can be applied for by contacting Vrbo through our [Property Manager Information page](#).

## 8. Additional Paid Services

8.1 Vrbo makes available and may from time to time add to or remove, additional paid-for-services that Owners may elect to use or implement ("**Additional Paid Services**"). The Additional Paid Services currently include:

8.1.1 Instead of translation through Google Translate, Vrbo may provide the possibility of having the Listing translated by a professional translation agency (although it should be noted that any such translation would be provided by a third party and is strictly subject to approval before publication by the Owner and that Home Away specifically disclaims any responsibility for any such translations and all and any liability that may result from such translations).

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

## 9. Termination

9.1 If Vrbo determines, or suspects, that:

- Listings or other content associated with an Owner contain any material that infringes the applicable law or regulations or the rights of any person or entity;



- an Owner has submitted unsuitable material to, or misused, the Site;
- an Owner's Listing or rental practices are unacceptable or unfair (for example, and without limitation, if an Owner double-books a Property for multiple travellers on the same date, or where the Owner has online booking enabled, by not accepting bookings when the property is available to book or by cancelling bookings that the Owner has previously accepted or engages in any practice that would be considered unfair or improper within the short term property rental industry);
- the Owner is in breach of these Owner Ts&Cs (which shall include, for the avoidance of doubt, any breach of clause 4, 'Using the Service', clause 12 'Rights and obligations of the Owner' or clause 14 'Prohibitions') or any other obligations owed to Vrbo, any Vrbo Affiliate or Traveller;
- an Owner has been abusive or offensive to any Traveller or employee or representative of Vrbo;
- an Owner has breached clause 14.1.4
- an Owner's whose conversion of Traveller enquiries and booking requests to confirmed bookings is significantly lower than the relevant average conversion rate on the Site during the previous 6 months;
- an Owner uses a false identity;
- Vrbo's systems or communications platforms have been otherwise misused; or
- anything similar to the foregoing has occurred in relation to any of Vrbo Affiliates,

then, without limiting any of its other rights, Vrbo shall be entitled to, at its reasonable discretion, (i) amend; (ii) suspend; or (ii) terminate either: (a) any affected Listings, or (b) all Listings associated with that Owner (including, for the avoidance of doubt, any Additional Paid Services relating to those Listings) immediately and without refund of Listing Fees or any other fees or charges paid by the Owner.

9.2 In addition to reserving the right to amend, suspend or terminate any Listing, Vrbo reserves all rights to respond to any breach of the Terms or misuse of the Site by, including, but not limited to, limiting the Owners use of the Site, hiding or otherwise impacting the ranking of a Listing in search results, marking a member as "out of office," and removing or changing information that may be false, misleading, or otherwise not compliant with these Owner Ts&Cs or any applicable law or regulation.

9.3 You acknowledge and agree that for any Listing previously listed via [www.stayz.com.au](http://www.stayz.com.au) ("**Stayz**"), we may consider your acts and omissions when listed on Stayz as if that Listing and those acts and omissions were listed and conducted on the Site, and may treat any breach by you of your listing agreement with Stayz as a breach of these Terms.

9.4 Before exercising the rights set forth in this Section, Vrbo will provide Owner with notice of its intention to exercise these rights and provide Owner with an opportunity to remedy the relevant violation(s). However, if the

violation(s) constitute fraudulent or illegal activity, expose Vrbo to third-party liability or may cause harm to other users of the Site, then Vrbo may suspend any content without providing prior notice.

## **10. Rights and obligations of Vrbo**

10.1 Vrbo may change, suspend or discontinue any aspect of the Site at any time, including the layout and the availability of any Services or content.

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

10.3 Vrbo may occasionally undertake upgrades of the Site in order to address technological developments. Maintenance works are therefore sometimes necessary, which can lead to restrictions on the Site. Vrbo will, where possible, perform such maintenance at a time when most users' usage is least affected.

10.4 Vrbo may conduct identity checks and ask for proof to establish the existence, or any licence or registration details, of a Property and/or an Owner and ownership of the Property. The Owner acknowledges that Vrbo is entitled to carry out identity checks and due diligence on the Owner or to require the Owner to prove the existence, or any licence or registration details, of a Property. If requested to do so, the Owner agrees to promptly (and in any event within any period requested by Vrbo) supply to Vrbo such proof of identity or registration of a Property's existence as Vrbo requests. Each Owner acknowledges that failure to comply with any such request constitutes a breach of these Owner Ts&Cs.

10.5 Vrbo complies with its [Privacy Policy](#). The Owner authorises Vrbo to forward the Owner's contact details, including telephone number, to Travellers in connection with a Property booking. The [Privacy Policy](#) provides further details. Vrbo may where necessary (including to prevent fraudulent behaviour of a third party) give an Owner's contact details to a Traveller. The Owner accepts that it has read the [Privacy Policy](#) and consents to the processing of data as outlined in those policies.

10.6 Vrbo reserves the right to transfer these Owner Ts&Cs, and to assign or subcontract any or all of its rights and obligations under these Owner Ts&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 given to the Owner under these Owner Ts&Cs.

10.7 We may from time to time provide or facilitate services to Owners to create or improve the quality of their Property Listings. We also may from time to time create new or otherwise change, the location or geographic descriptions we use to identify properties in Listings and search results. Consequently, we may change the location or geographic description associated with any Listing. However, we assume no responsibility to verify

Listing content or the accuracy of the location. Owners are solely responsible for ensuring the accuracy of Listing content and location or geographic descriptions and agree to promptly correct (or [contact us](#) to correct) any inaccuracy.

**10.8 Mandatory Registration Data.** You acknowledge that Vrbo has a legal obligation to collect certain information and documents from you, and you will provide Vrbo with complete, accurate and up-to-date information throughout the term of this Agreement. You will additionally provide Vrbo with any related supporting information or documents as reasonably requested, including to allow validation of the information you provided. If you do not meet your obligations under this section in a reasonable timeframe, Vrbo may take action against you, including suspending your access to the Services, and/or suspending payments to you, until you have fulfilled your obligations. You agree to cooperate with Vrbo in good faith to meet your, Vrbo's, or our shared compliance obligations.

## **11. Intellectual Property**

**11.1** The Site is owned by the Vrbo Group. 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.

**1.2** Owners are permitted to download, display or print individual pages of the Site to evidence their agreement with Vrbo. The relevant file or the relevant printout must clearly bear the text "© Copyright [ Present Year] Vrbo - All Rights Reserved".

**11.3** Where an Owner submits to or transmits through the Site or Vrbo's platform or systems any content of any type, including text or images, the Owner undertakes that it has the right to do so, and has been granted all the necessary consents or permissions of any owners of featured items ('property release').

**11.4** To the extent that Owner's reviews or other content may contain trademarks or other proprietary names or marks, Owner undertakes that it has obtained all requisite legal permissions and rights for Vrbo's use of such content on the Site.

**11.5** By submitting content to the Site (and Dashboard) (including but not limited to all text, descriptions, reviews, photographs, and the like), Owners authorise Vrbo to use such content both on the Site and in separately published form and the Owner grants each member of the Vrbo Group, a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform any such submitted content throughout the world in any media, now known or hereafter devised for any purpose.

**11.6** To the extent that Owners' Listings and other submissions may contain

trademarks, Owner warrants that they have the right to use them, including sublicensing rights.

## **12. Rights and obligations of the Owner**

12.1 The Owner shall submit accurate, complete and truthful information about their personal identity, payment data, Property offered in Listings and other communications using Vrbo Group systems. Owner may remove a Listing at any time, but shall honor any Bookings previously made.

12.2 The Owner warrants and represents on an ongoing basis for so long as any Property is listed on the Site or any stay in respect of a booking for a Property is pending: (i) it owns and/or has all necessary rights and authority to offer for rent and to proceed to take bookings for the Property listed by the Owner; (ii) it will not wrongfully retain a rental deposit in breach of the underlying rental agreement with the Traveller; (iii) that all of the information provided to Vrbo is accurate and up-to-date, including, but not limited to any and all representations about any Property, its amenities, location, price, and its availability for a specific date or range of dates; (iv) each Listing relates to an individual and uniquely identified Property; (v) it will not wrongfully deny any Traveller access to any Property; and (vi) it will provide any and all refunds when due in accordance with the applicable cancellation policy or underlying rental agreement.

12.3 The Owner undertakes to ensure that the information on the Listing is kept accurate, complete and up-to-date for the entire time the Listing remains on the Site, and: (i) if a translation is provided to ensure that it is carefully and correctly translated, and: (ii) to comply with the [listing guidelines](#) when creating the Listing. The Owner shall not give misleading particulars about the origin of any information or include details that may conceal the true source of any information.

12.4 The Owner must comply with Vrbo's Marketplace Standards found at [Listing Policies](#) as updated from time to time. These Standards outline certain requirements for Listings including but not limited to:

- Owner must maintain an accurate reservation calendar on their Listing(s);
- Owner must use commercially reasonable efforts to respond to all booking requests from travellers within 24 hours of receipt of such a request;
- Owner must further agree to take commercially reasonable efforts to cause all traveller payments to be processed within 24 hours of authorization by the traveller for such payment;
- Owner must respond to and accept a material number of enquiries and booking requests received in the interest of the traveller experience; and
- Owner is prohibited from cancelling a material number of accepted bookings.

12.5 The Owner undertakes to ensure that the calendar for each Listing is kept accurate and up-to-date to reflect the availability of the relevant Property as it is booked. On date-based searches, Listings with calendars that are out of date may be filtered out of results.

12.6 Owners are responsible for ensuring that their Listings do not infringe the law or the rights of any person or entity. Listings must not contain false information, personal insults, anything libellous, slanderous or defamatory, or anything that infringes copyright or data protection law. Owner confirms that the use of the premises for short term accommodation in accordance with the Listing is permitted or approved by local government and that the premises and the use comply with all conditions, requirements, laws and regulations.

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

12.8 If any Listing is in breach of these Owner Ts&Cs, Vrbo reserves the right to suspend, amend or terminate the relevant Listing or all Listings associated with the Owner in accordance with clause 9 of these Owner Ts&Cs.

12.9 User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the verification of each User's purported identity. We encourage Owners and Travellers to communicate directly with each other through the tools available on the Site, though even this cannot guarantee the identity of the person with whom you are communicating. We further encourage you to take other reasonable measures to assure yourself of the other person's identity. You agree to: (i) keep your password and online ID for both your account with us and your email account secure and strictly confidential, providing it only to authorized 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 unauthorized 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 unauthorized person or has otherwise been compromised, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. Further, if we suspect any unauthorized access to your account, upon our request, you agree to promptly change your ID and password and must 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.

12.10 No Listing may be transferred to another party by an Owner. In the event of a Property sale or change in Property management, Vrbo will provide

guidance on options for creating a new Listing.

12.11 If Vrbo, through one of our guarantee or warranty programs in our sole discretion, compensates a Traveller for a loss caused by acts or omissions attributable to an Owner, Vrbo reserves the right to pursue the Owner for the amount paid or contributed by Vrbo toward the loss.

12.12 Owner must not list a Listing on more than one 'Vrbo' branded website. Vrbo may remove any Listing which is also listed on another 'Vrbo' branded website, under a separate listing.

### **13. Taxes**

#### Owner Taxes:

13.1 As an owner you are solely responsible, unless country regulations state otherwise, for determining your obligations to report, collect, remit or include in your Listing any applicable GST or any other equivalent indirect taxes, sales, occupancy and tourist taxes, gross receipts, real property or other visitor taxes or income taxes ("**Taxes**"). Vrbo Group does not provide any tax advice, Owner should consult their own tax specialist.

13.2 Tax regulations may require us to collect appropriate Tax information from Owners, or to withhold Taxes from payouts to Owners, or both. If an Owner fails to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, withhold such amounts as required by law, or to do both, until such information is provided. You, the Owner, are solely responsible for keeping the information in your tax forms current, complete and accurate.

#### Taxes on the Commission:

13.3 The Owner shall be responsible for all charges relating to the Property and the Listings, and shall account to the relevant authorities for all applicable Taxes on the payments they receive. Vrbo may be required to collect and Taxes on the Commissions charged to the Owner. Where required, Vrbo will provide the Owner with an invoice stating the amount of Taxes charged on such commissions. If the Owner is entitled to an exemption from any Taxes on the Commission, it must provide Vrbo with required documentation and support for such exemption.

13.4 If the Owner is a resident of a country which is based in an EU member state and VAT registered in that member state, it must provide Vrbo with the valid VAT number, in order for Vrbo to apply the reverse charge mechanism to the Commissions. If the Owner is a resident of Australia, the reverse charge mechanism is not applicable and an Australian GST charge will apply.

#### Stay Taxes:

13.5 You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where your Listing is located may require

certain taxes to be collected from Travellers or Owners related to such Listing, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these taxes may be required to be collected and remitted as a percentage of the Rental Amount set by Owners, 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**").

13.6 In certain jurisdictions, Vrbo may elect in its sole discretion to facilitate collection and remittance of Stay Taxes from or on behalf of Travellers or Owners, in accordance with these Terms ("**Collection and Remittance**") if such jurisdiction asserts Vrbo or Owners have a Stay Tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, you hereby irrevocably instruct and authorize Vrbo to collect Stay Taxes from Travellers on the Owner's behalf at the time the first online payment is made by the Traveller, and remit such Stay Taxes to the Tax Authority. The amount of Stay Taxes, if any, collected and remitted by Vrbo will be visible to and separately stated to both Owners and Travellers on their respective transaction documents. Where Vrbo is facilitating Collection and Remittance, Owners are not permitted to collect any Stay Taxes being collected by Vrbo relating to their Listings in that jurisdiction. When Vrbo facilitates Collection and Remittance of Stay Taxes in a jurisdiction for the first time, Vrbo will provide notice to existing Owners with Listings in such jurisdictions.

13.7 You agree that any claim or cause of action relating to Vrbo's facilitation of Collection and Remittance of Stay Taxes shall not extend to any supplier or vendor that may be used by Vrbo in connection with facilitation of Collection and Remittance, if any. Owners agree that we may seek additional amounts from you in the event that the Stay Taxes collected and/or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Stay Taxes collected is a refund of Stay Taxes collected by Vrbo from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

13.8 You expressly agree to release, defend, indemnify, and hold the Vrbo Group, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, debts, obligations, and expenses, including, without limitation, reasonable legal and/or accounting fees, arising out of or in any way related to Stay Taxes, including, without limitation, the applicability of, calculation, collection or remittance of Stay Taxes in any amount or at all as to your transactions. However, you are not obliged to indemnify the Vrbo Group in respect of any claims, liabilities, damages, losses, debts, obligations, and expenses, to the extent caused by any default, negligence or wrongful act or omission of the Vrbo Group. For any jurisdiction in which we facilitate Collection and Remittance, Owners expressly grant us permission, without further notice, to store, transfer and disclose data and other information relating to them or to their transactions, Bookings, Listings and Stay Taxes, including, but not limited to, personally identifiable information such as Owner's name, Listing addresses, transaction dates and

amounts, tax identification number(s), the amount of taxes collected from Travellers or allegedly due, contact information and similar information, to the relevant Tax Authority.

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

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

## **14. Prohibitions**

14.1 The Owner shall not directly or indirectly:

14.1.1 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;

14.1.2 Monitor content on the Site or communications with Travellers by means of robots, spiders, or other automatic instruments; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines (not including any website or search engine or other service that provides classified listings or property advertisements, or any subset of the same or which is in the business of providing short term property rental services or other services that compete with the Site or 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;

14.1.3 Use the Site, Vrbo's platform or systems, or any information provided by a Traveller, for purposes other than permitted by in these Owner Ts&Cs;



14.1.4 Use the Site or the Services for the purpose of booking or soliciting a booking for a property other than a Property under a valid Listing;

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

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

14.1.7 Include content on the Site or Vrbo's platform or systems that breaches any applicable criminal, intellectual property or other laws, or encourages any such breach;

14.1.8 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);

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

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

14.1.11 Refer to any member of the Vrbo Group or any of their respective affiliates in any way that might lead someone to believe that the Owner, any Property, Listing or website is sponsored by, affiliated with, or endorsed by any member of the Vrbo Group or any of their respective affiliates.

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

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

14.1.12.2 Leeching: offering a Traveller who enquires through the Site a different property than the one which is displayed in the relevant Listing, or

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

14.2 In the event of any breach of this clause by an Owner, Vrbo reserves the right to suspend, amend or terminate the relevant Listing or all Listings associated with the Owner in accordance with clause 9 of these Owner Ts&Cs.

## **15. Distribution of Listings to Third Party Websites.**

To enable Owners to obtain broader distribution of their properties, we may provide your Listing information and content, or otherwise provide for the distribution of your Listing on a third party website. Additional terms and conditions may apply to such distributions, as we may notify you of via your Owner Dashboard or email.

## **16. Responsibility of owner**

16.1 Other than as provided under our \$1M liability insurance product, 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. Users are solely responsible for obtaining insurance coverage sufficient to protect their properties and guests or their trip, as applicable. Owners agree that they have or will obtain the appropriate insurance coverage sufficient to cover the rental of the Properties they list on the Site prior to the arrival of their first Traveller and will maintain adequate insurance coverage through the departure date of any Traveller they have obtained via one of our Sites.

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

## **17. Indemnification**

Owner agrees to defend, indemnify and hold harmless, Expedia, Vrbo, any of their subsidiaries affiliates, their respective officers, directors, employees and agents, from and 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 content or material the Owner submits or provides for inclusion on the Site; (b) any use by the Owner of the Site; (c) any breach of these Owner Ts&Cs on the part of the Owner; and (d) the Traveller's stay at the Property and use of associated services and facilities provided by the Owner. However, Owners are not obliged to indemnify the Vrbo Group in respect of any claims, liabilities, damages, losses, debts, obligations, and expenses, to the extent caused by any default, negligence or wrongful act or omission of the Vrbo Group.

## **18. Contacting us**

18.1 Any messages should be sent to Vrbo using the [contact form](#) or Vrbo's platform or by post c/o Vrbo, Stayz Pty Ltd. is located at Level 17, 1 Martin Place, Sydney NSW 2000 Australia.

18.2 Notices regarding infringements of copyright must specify the following:

- Your address, telephone number and email;
- Detailed information about the content concerned (display of the image or text), including a link to the site; and
- A formal declaration showing that you:

(i) Are the holder of the exclusive right to the work; and (ii) Have not authorised the use of the relevant material in this form.

## 19. Disputes

19.1 Vrbo 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.

19.2 You agree to first give us an opportunity to resolve any disputes or claims relating in any way to the Site, these Owner 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.

19.3 To the extent allowed by law, 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 Terms of Use, regardless of whether prior versions of the Terms of Use required arbitration.

19.4 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 Terms of Use as a court would.

19.5 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 Terms of Use 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 20(a) and (b) above).

19.6 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.

19.7 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.

19.8 To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "Vrbo 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.

19.9 To the extent allowed by law, 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.

19.10 These Terms of Use 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.

## **20. General**

20.1 If any provision of the Owner Ts&Cs is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Owner Ts&Cs, which shall remain in full force and effect. The headings to the Clauses are for ease of reference only and do not affect the interpretation or construction of these Owner Ts&Cs.

No waiver of any term of the Owner Ts&Cs shall be deemed a further or continuing waiver of such term or any other term. In addition, Vrbo's failure to enforce any term of the Owner Ts&Cs shall not be deemed as a waiver of such term or otherwise affect Vrbo's ability to enforce such term at any point in the future. These Owner Ts&Cs and the [Privacy Policy](#) constitute the entire agreement between Owner and Vrbo with respect to the use of the Site, and replaces all prior negotiations, discussions, understanding, representations, warranties or agreements, written or oral, between the parties. However, nothing in these Owner Ts&Cs limits any liability either party may have in connection with any representations or other communications (either oral or written) made prior to or during the term of these Owner Ts&Cs, where such liability cannot be excluded by operation of law.. No changes to Owner Ts&Cs shall be made except by a revised posting on this page, which must be notified in accordance with clause 1.6.

20.2 Vrbo recommends that the Owner saves his/her own copy of these Owner Ts&Cs in a separate file on its PC or in print-out form.