

# Partners Terms and Conditions

*Last updated: 19 February 2024*

## 1. Introduction

1.1 *The Partner T&Cs constitute a legally binding agreement between Vrbo and the Partner.* The operations of Vrbo in Europe are managed by EG Vacation Rentals Ireland Limited of 25 St. Stephen's Green, 4th floor, Dublin 2, D02 XF99, Ireland, company registration number 673084 ("**Vrbo**" "**we**" "our" "**us**"). Vrbo is an indirect subsidiary of Expedia Group, Inc. ("**Expedia**") in the United States. Vrbo provides an on-line platform and various tools, services, and functions available through its platform which enable property owners and property managers to list their property and enabling travellers to select properties and interact with property owners and property managers listing their property (together the "**Services**"). Services are provided via country specific URL's, or those of Vrbo Group's affiliates and third parties with whom the Vrbo Group has distribution agreements, including through the site [www.vrbo.com/en-gb/](http://www.vrbo.com/en-gb/) or Vrbo's platforms or systems, and also via mobile applications (for mobile phone, tablet and other devices or interfaces) (collectively, the "**Site**"). Booking payments conducted through the Site (the "**Payment Services**") are handled by third party payment providers and/or Vrbo or by other Vrbo Group (as defined below) affiliates depending on the currency ("**Vrbo Payments**") provided along with third party payment services providers. Payment Services are subject to the terms and conditions of those third party payment providers and, in the case of Vrbo Payments, subject to the [Accommodation Fee Collection Agreement](#) as well. For the purposes of convenience of definition (but not otherwise) where we use the term "**Vrbo Group**" in these terms and conditions we are referring to Expedia, Vrbo and each of their subsidiary and affiliate companies.

1.2 These terms and conditions (the "**Partner T&Cs**") govern the relationship between Vrbo and any party which accesses or uses the Site to offer or list any property for rent, including property owners, lessees and property managers (collectively, "**Partner**" or "**you**").

1.3 If the Partner is a company, partnership or other entity, a person who uses the Site, and/or agrees to the Partner T&Cs, on behalf of that Partner represents that he/she has the authority to bind the entity to these Partner T&Cs.

1.4 Vrbo does not authorise anyone to register with this Site unless they are able to enter into legally binding contracts. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Partner T&Cs. Each Partner represents and covenants that all information submitted to us and to the Site during such Partners registration with the Site shall be true and correct. Each Partner further agrees to promptly provide notice to the Site (using "Contact Us") regarding any updates to any information previously submitted by such Partner to the Site.

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

1.6 Partners who violate the Partner T&Cs may have their access and use of the Site suspended and their Listings removed from the Site after prior notice provided in addition to any other legal rights and remedies available to Vrbo under these Partner T&C's or otherwise available to Vrbo. You may appeal such a decision by contacting Customer Service.

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

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

2.1 This Site is a venue which allows Partners to list one or more properties available for rent (each a "**Property**") with different pricing formats to potential travellers (and all persons named on the booking) (each, a "**Traveller**" and, collectively with a Partner the "**Users**"). We may also offer online bookings or other tools or services to allow Partners and Travellers to communicate with each other and to enter into rental agreements or other transactions with each other.

2.2 The Site provides a venue for Users to interact with each other. Rental contracts are concluded only between the Traveller and the Partner. Vrbo is not, and does not become, party to any contractual relationship between the Traveller and the Partner and in its webhosting status, it is not obliged to mediate between the Traveller and the Partner in the event of any dispute arising between them. You acknowledge and agree that the Traveller and the Partner 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 (inclusive of all subsidiaries) disclaims all liability arising from or related to any such agreements. This is true even if the Site facilitates booking a Property or the use of other tools, services or products, as Vrbo is not a party to any rental or other agreement between Travellers and Partners, and the Partners are not considered as Vrbo's service providers. Vrbo is not an organiser or retailer of travel packages under Directive(EU) 2015/2302.

2.3 Partners may be either individual property owners acting on a consumer to

consumer basis, or property managers operating on a business to consumer basis. If you enter into a rental agreement with a Traveller on a consumer to consumer basis, please be aware that consumer law will not apply in relation to your contract with the Traveller. Partners are solely responsible for determining whether or not they are operating as a consumer or a business and for any representations they make to Travellers with respect to their status.

2.4 Responsibility for applicable laws, rules and regulations: Partners 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 tool, service or product offered on the Site and any transaction they enter into either on the Site or in connection with their use of the Site. Partner further agrees they are responsible for and agree to abide by all laws, rules and regulations applicable to the Listing of their Property and the conduct of their business, including but not limited to any and all laws, rules, regulations or other requirements relating to taxes, credit cards, data security, data and privacy, permits, planning or license requirements, 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, to the extent permitted by law, we assume no liability for legal or regulatory compliance pertaining to listing or renting any Property listed on the Site, there may be circumstances where we are nevertheless legally obligated to provide information relating to any Listing in order to comply with requests from governmental and/or regulatory authorities (including tax authorities), such as in relation to federal and/or international investigations, litigation or administrative proceedings. Partners shall be responsible for the accuracy of the information that is provided to Vrbo. In particular, Partners undertake to proactively and promptly ensure that the information provided to Vrbo is complete, accurate and up to date at all times. Should Vrbo become aware that the information provided by the Partner is inaccurate, incomplete or out of date, Vrbo will request that the Partner remedy this situation within the period specified by the applicable legislation or regulation, and without delay in the absence of any specified period. If the Partner fails to correct or complete this information, Vrbo may suspend the provision of its service, suspend payments, and/or take any other actions available to it at law until this request has been complied with.

Partners 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 best practices and/or the data security policies of Vrbo and further agree to only collect and use such payment information in connection with an authorised Traveller reservation and for no other purpose.

2.5 Partners acknowledge that they are at all times responsible for complying with all applicable laws, regulations or rules, in relation to any discount, savings, other promotional and/or reference price messages they have

displayed in their listings details on the Site as further set out in the [Discount Guidance](#). Partners shall indemnify Vrbo against any fines, damages, costs, losses, liabilities, fees, penalties and expenses incurred by Vrbo as a result of a breach by such Partners of any applicable laws, regulations or rules in relation to the above pricing related messages.

### **3. Property Listings**

3.1 Partners may in accordance with these Partner T&Cs agree with Vrbo to place on the Site a listing for a specific Property via a pay per booking listing ("**Pay-per-Booking Listings**") or an annual subscription listing ("**Annual Subscription Listing**") (collectively a "**Listing**").

3.2 If you sign up as a Partner on the Site, you will receive our marketing mail communications, which is an integral part of the services we provide. We may offer different newsletters from time to time intended to enhance the services we offer. Partners have the choice whether or not to receive marketing email communications from Vrbo, and may cancel their subscription to these email newsletters at any time through the [Communications Preference Centre](#), although it may take a short while for the changes in their preferences to become effective.

#### 3.3 Partner Eligibility for Listings

3.3.1 In order to create a Listing, Partners must comply with the practices described in this clause (and any other requirements that have been notified to the Partner by Vrbo from time to time on reasonable notice).

3.3.2. Online bookings and online payments are required for all listings. Partner commits to manage communications, enquiries and all bookings through Vrbo's platform and tools.

3.3.3 Payments to Vrbo can be made by direct debit, bank transfer, credit card payment or any other payment method authorised in advance by Vrbo. The pre-notification period for any SEPA direct debit payment is shortened to 1 day. All banking and other fees relating to a payment shall be borne by the Partner.

3.3.4 Note that Partners who are qualifying Property Managers 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 is deemed capable of infringing, or be associated with the infringement of, any provision of these Partner T&Cs.

3.3.6 Partner commits to provide only accurate and up to date information in each Listing (including the description, rates, taxes and cancellation policy), and shall not impose different conditions on the Traveller than those set out in the Listing. Failure to comply with the obligations set forth in these Partner T&Cs may result in Partner's permanent exclusion from the Site and from any of our affiliated sites as set forth herein. You may appeal any such decision by contacting Customer Service or via the Dashboard (as defined below).

### 3.4 Additional Terms - "Pay-Per-Booking Listings"

3.4.1 Each Pay-per-Booking Listing is made without any upfront fee, but in exchange will be charged an amount which includes (i) a commission payable to Vrbo equal to a percentage of the total rental amount (including any mandatory fees charged by the Partner) paid by a Traveller on every booking sourced through the Site, as set out in the subscription process (the "**Commission**") and (ii) a payment processing fee related to online payment and due to Vrbo Payments or a third party payment processor (as applicable). Vrbo reserves the right to change the applicable Commission, with any changes to be notified to the Partner at least 30 days before the new Commission is applied. The new Commission rate will be deemed accepted if the Partner does not remove his Listing by the time the new Commission is applied.

3.4.2 The calculation of the Commission will not include 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 Partners' duty to accurately breakdown the different amounts charged to the Travellers.

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

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

3.4.5 Collection and processing of the amounts paid by the Travellers, and forwarding the amounts due to the Partner is managed by either (1) our third party payment providers; (2) Vrbo Payments (supported by a third party payment service provider); or (3) in the case of some integrated Partners, by their own third party payment providers. Partner acknowledges and accepts that, with exception of Vrbo Payments' obligations pursuant to the Accommodation Fee Collection Agreement, Vrbo has no involvement in the payment process and shall have no responsibility with regards to the correct payment of the booking. Although in certain circumstances, a Vrbo customer service representative may provide assistance to Travellers with questions relating to payment processing, Vrbo shall have no responsibility with regards to the correct payment of the booking.

3.4.6 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 Partner originally registered its Listing and it is within the limit of Vrbo's right to publish a Listing or not.

3.4.7 Pay-per-Booking Listings will be displayed on the Site indefinitely;

however, Vrbo reserves the right to remove or refuse to publish any Listing at any time after prior notice. Partner can also suspend or remove their Listing at any time, through their dashboard or by contacting customer service.

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

### 3.5 Additional provisions in relation to Subscription Listings

3.5.1 To purchase a Subscription Listing, the Partner must make an order by means of the Site's online order form and pay Vrbo the fees for the relevant Listing, which may or may not be accepted by Vrbo ("**Subscription Listing Fees**"). The price of a Subscription is specified in the list of current rates on the Site. If you act as a consumer and unless any of the legal exceptions applies, you have rights to cancel the Subscription Listing Fees during the cooling off period. The 'cooling off period' is fourteen calendar days from date of entry into these Partner T&Cs. If you change your mind during the cooling off period, you can cancel by notifying us as set out in clause 16 and we'll refund you (if applicable) any monies paid within 14 calendar days. Vrbo is not accepting new Subscription Listings, and will only allow renewal of prior Subscription Listings.

By submitting an order form the Partner warrants that all of the information they have provided to Vrbo is accurate and complies with these Partner T&Cs.

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

3.5.3 Subscriptions are renewed automatically and continuously for the same duration as the initial Listing Term (each a "**Renewed Listing Term**"). Special discounts granted for the Initial Listing Term will not be granted for a Renewed Listing Term. The automatic extension of a Listing Term can be deactivated at any time before the end of the Initial Listing Term or the then-current Renewed Listing Term by means of the "deactivate automatic extension" link or by notifying Vrbo by [contacting](#) us. To avoid doubt, any such deactivation will only take effect at the end of the Initial Listing Term or Renewed Listing Term in which the deactivation occurs. We will automatically charge your form of payment for any renewal of your listing (and you hereby expressly authorise us to so do).

3.5.4 If a Partner purchases a Subscription Listing, but does not complete the

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

3.5.5 Subscription Listing Fees are non-refundable in the event that the Partner terminates the Agreement or wishes to remove a Listing before the end of the term of the applicable subscription period.

## **4. Using the service**

4.1 Upon registration, a Partner is given a user profile in which the data the Partner contributes and data related to the Partner’s listing is recorded, and in which all the Properties offered by that Partner are specified (the “**Dashboard**”). During your use of our Services and Site, you will have access to information provided or generated by you, and information relating to your Property collected or generated by Vrbo to the extent such information is generally available in the Dashboard. At a minimum, the information contained in the Dashboard will include information related to your Property and stays by Travelers at the Property. All such information shall also be available to Vrbo. Vrbo may use such information to operate the Site, provide the Services, and optimize and improve our Sites and Services. In addition, Vrbo may provide such information to third parties related to the continued use of Services and Site, and as otherwise set forth in these Partner T&Cs.

4.2 The Dashboard provide various functions which are intended to assist Partners 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. The “online payment” service enables Travellers booking online to make payments to the Partner via an online payments gateway managed by Vrbo Payments supported by a third-party payment service provider or a third party payment provider. The online payments service is subject to the terms and conditions of the third party payment provider and/or subject to the Accommodation Fee Collection Agreement, and Partner 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 Partner also has access to Traveller’s Reviews for the Partner’s Properties and any available Partner Review for a Traveller who has contacted the Partner.



4.5 By submitting Content to the Site, the Partner, although retaining all their ownership rights in the Content, grants Vrbo, Expedia, Vrbo Group and their affiliates and affiliated companies for the duration of the legal protection of rights in the Content, and progressively for the duration of their publication on the Site or other media pursuant to this agreement, a royalty free, fully paid, irrevocable, transferrable and fully sublicensable (through multiple tiers) right and license of their intellectual property rights, including but not limited to copyright and trademark rights, in the Content for the Authorised Purposes as defined and set forth below. Such license rights include, but are not limited to, the right to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and publicly display and perform all Content posted or submitted by Partner to the Site throughout the world for any purpose in any media or form now known or hereafter devised; and to use Partner's name in connection with any such Content.

i) **"Content"** means all text, descriptions, reviews, photographs, images, audio or video recording and any other information that the Partner submits to the Site.

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

Travellers and Partners may post reviews on our Site. Travellers who have booked through the Site may also post their own reviews of Partners' Properties (**"Property Reviews"**) on the site. The Partner is given the opportunity to view Property Reviews, and to respond to them (a **"Partner Response"**). Partners will also be given the opportunity to review the Travellers stay (**"Traveller Review(s)"**). Partner expressly warrants that any review so posted must be in accordance with our [Content Guidelines](#). We reserve the right (but not the obligation) to make Traveller Reviews available to other Partners who the Traveller contacts via our Site. Partner may not further disclose, make further use of or reference to such Traveller Reviews without having the express consent of the Traveller to so disclose or use. Please note that Vrbo does not, and does not realistically have the ability to, verify the accuracy or otherwise of Property Reviews or Traveller Reviews. In application of the webhosting status, Vrbo may remove the Content if it becomes aware or is notified that the Content is illegal. Unless Vrbo becomes aware or is put on notice that the Content is illegal, Vrbo is not obligated to delete third party content. Further, after prior notice provided to the Partner, Vrbo may decline to post contents or may remove any of them that do not comply with [Content Guidelines](#). Partner may appeal the decision to remove any Content by contacting Customer Service.

For more details on the review process please refer to our [Content Guidelines](#). Vrbo otherwise expressly disclaims any liability for any Property Review,



Traveller Review or Partner Response subject to its obligations pursuant to its webhosting status (for instance, deletion of content notified as being illegal). We will not edit or otherwise modify reviews on a Traveller or Partner's behalf. A Traveller or Partner may contact [Customer Service](#) to remove their published review.

4.6 Vrbo requires all Content (including Property Reviews, Partner Responses, Traveller 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 Content 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 promptly remove from the Site the relevant non-conforming Content or any other communication. Partner may appeal the decision to remove any Content by contacting Customer Service.

4.7 Communications using the Site (and any tools provided on the Site) are available for review by the Traveller and the Partner who are party to the communication and for viewing by Vrbo Group employees and representatives in order to comply with its obligations under its webhosting status and to monitor for compliance with the Partner T&Cs. *Partners 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 Partners and Travellers are solely responsible for the content of their communications with each other.

4.10 A service fee may be charged to Travellers (each, a "**Traveller Service Fee**" or "**TSF**") for the use of the various online tools, services, and functions available through its platform enabling travelers to select and interact with owners or property managers listing their property. The service fee helps Vrbo to provide a safer and more secure booking experience. Benefits associated with that use include secure communication including a Vrbo account, filtered search results based on traveller preferences, online property reviews in line with Vrbo's webhosting status and various 'book with confidence' guarantees. The TSF is charged to Travellers who book Listings originating from the Vrbo platform using the Vrbo check-out process and is ordinarily calculated as a percentage of the total rental amount (which may include additional fees, and

damage deposits that might be charged by the Partner). The TSF, plus any applicable taxes charged by the relevant jurisdiction on such TSF, will be displayed to Travellers at the time of booking and before final check-out. Depending on the laws of the jurisdiction where the Traveller and/or Partner resides, the service fee may be subject to (or may include) VAT, Stay Taxes, or any other equivalent indirect taxes. Partners 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 Vrbo currently offers a single annual subscription.

5.2 In a Listing, one (1) Property is displayed. If the Partner selects to display “Multi Unit Listing”, such Multi Unit Listings shall be at the same physical address as part of the Listing.

5.3 In a Listing, up to fifty (50) photos of a Property may be displayed. A cut-down version of the Listing is shown on the Site on a given search page, in the form of a thumbnail with a picture of the Property, linked to the full-page Listing.

5.4 Vrbo has implemented the Google Translate service on the Site. Partners can use this service free of charge to have their Listings translated. The Partner acknowledges and accepts that this is a static machine translation system which frequently makes mistakes. After translation, the Partner must review the translation, and correct all inaccuracies in it. The Partner accepts that Google Translate is provided under Google’s terms and conditions of service and the Partner should review those terms before using Google Translate.

5.5 Vrbo requires all Partners to verify the location of their Listing in their dashboard. This includes leveraging information from Google Maps to appropriately place the Listings location on a map and in regional searches. The Partner 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 Partner acknowledges and accepts that Google Maps’ service is not error free and the Partner 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 Cookie Policy and in Google’s own privacy policy. Google may aggregate data they collect from their various services including Google Analytics, Google Translate, Google Maps and other Google services including YouTube. Partner accepts that Vrbo Group has no control over Google’s data collection.

5.7 The Partner may activate a free SMS service, which informs Partner about any incoming Traveller enquiries and booking requests about Listings. The Partner understands and accepts that SMS is not 100% reliable and may be subject to connectivity and blocking issues outside Vrbo’s control. Additionally, the use of SMS messages, particularly when travelling, may result in additional

costs for Partners from telecoms and network providers which the Partner agrees to accept when signing up for the SMS service. The Partner understands and accepts that SMS messages may be monitored and disclosed in accordance with the Site's Privacy Policy.

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

Vrbo cannot guarantee that any Listing will appear in any specific order in search results on a Site. Your rank will be determined by several factors, including location, search relevancy and Traveller feedback. At the search results page, we display our default sort order, however Travellers can select how to sort results and also use filter options to prioritise results based on their chosen preferences, for example price, guest Traveller review score, or other criteria. You can learn more on how we order search results here. Within search results, we also sometimes display travel options that are paid-for commercial listings. Such travel options are clearly labelled as "Ad" or similar equivalent labelling, to differentiate them from other travel options.

## **7. Additional Paid Services**

7.1 Vrbo makes available, and may from time to time add to or remove, additional paid-for-services that Partners or Travelers decide to take ("**Additional Paid Services**"). The Additional Paid Services may include services or products related to insurance, multi-unit listings, or other services.

7.2 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 Partner at the time when the Partner agrees to take the relevant Additional Paid Service.

## **8. Termination**

8.1 Without limiting any of its rights set out below, Vrbo may terminate this Agreement at any time upon providing a Partner with thirty (30) days' notice via email to the Partner's registered email address.

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

Listings or other content associated with a Partner contain any material that infringes the [Content Guidelines](#), the [Discount Guidelines](#), the law, applicable regulations or the rights of any person or entity;

a Partner has submitted unsuitable material to, or misused, the Site;

a Partner's listing or rental practices are unacceptable or unfair or if we become aware of or receive a complaint or a series of complaints from any user or other third party regarding a Partner's listing or rental practices that warrants the immediate removal of such Partner's listings from the Site (for example, and without limitation, if a Partner double-books a Property for multiple travellers on the same date, or where the Partner has online booking enabled, by not accepting bookings when the property is available to book or

by cancelling bookings that the Partner has previously accepted or engages in any practice that would be considered unfair or improper within the short term property rental industry);

the Partner is in breach of these Partner T&Cs (which shall include, for the avoidance of doubt, any breach of clause 4, 'Using the Service', clause 11 'Rights and obligations of the Partner' or clause 13 'Prohibitions') any other obligations owed to the Vrbo Group or Traveller;

a Partner has been abusive or offensive to any Traveller or employee or representative of Vrbo;

a Partner uses a false identity or has provided inaccurate information;

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

anything similar to the foregoing has occurred in relation to any of the Vrbo Group,

then Vrbo shall be entitled, upon providing a written statement of reasons, to take one or more of the following actions: (i) suspend or (ii) terminate either (a) any affected Listings, or (b) all Listings associated with that Partner (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 Partner.

8.3 In addition to reserving the right to terminate any listing, Vrbo reserves all rights to respond to any violation of the Terms or misuse of the Site by, including, but not limited to, limiting the Partners use of the Site, hiding or otherwise impacting a listing search results, marking a member as "out of office," and removing or changing information that may be false or misleading.

8.4 Before exercising the rights set forth in this clause, Vrbo will provide Owner with notice of its intention to exercise these rights and the grounds for doing so 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. If Vrbo takes any of the measures described above in this clause 8, you may appeal such a decision by contacting Customer Service or through the Dashboard.

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

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

9.2 Vrbo will endeavour to reproduce accurately on Site any photographs supplied by Partner. However, Partners 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.

9.3 You acknowledge that Vrbo has legal obligations to gather certain supporting documents from you, and you agree to provide such supporting documents to Vrbo. Verifying the identity of a Traveller or a Partner on the internet is difficult. Whilst we request Partners to provide accurate and complete information, and conduct certain vetting processes for Partners as required by law, we are not responsible for the accuracy of any information regarding the purported identity of a Traveler or Partner. Vrbo may conduct identity checks and ask for proof to establish the existence, or any license or registration details, of a Property and/or a Partner and ownership of the Property. If Vrbo – including as a result of information provided by Travellers - suspects that the Partner has supplied false information, the Partner acknowledges that Vrbo is entitled to carry out identity checks and due diligence on the Partner or to require the Partner to prove the existence, or any license or registration details, of a Property; if requested to do so, the Partner agrees promptly (and in any event within any period requested by Vrbo) to supply to Vrbo such proof of identity or registration of a Property's existence as Vrbo requests. Each Partner acknowledges that failure to comply with any such request constitutes a breach of these Partner T&Cs.

9.4 Vrbo complies with its Privacy Policy and Cookie Policy. The Partner authorises Vrbo to forward the Partner's contact details, including telephone number, name and address, 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 and in the event of a complaint, claim or potential litigation) give a Partner's contact details to a Traveller. If you have provided your phone number, note that, according to your local regulations, you may have a right to register on an opposition list. For example in the United Kingdom, you can register on the TPS or CTPS Do-Not-Call lists.

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

9.6 We may from time to time provide or facilitate services to Partners 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. Partners are solely responsible for ensuring the accuracy of information provided to Vrbo of Listing content and location or geographic descriptions and agree to promptly correct (or contact us to correct) any inaccuracy. In any case, the Partner will be liable for the addresses provided and which will be used as the basis for calculating applicable taxes. In particular, the Partner's billing address will be used to

calculate the applicable VAT while the listing address will be used to calculate the applicable lodging tax as further set out in clause 12.6 and 12.7. In the event of inaccurate or incomplete addresses provided, the Partner will be responsible for any additional taxes incurred.

**9.7 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 clause in a reasonable timeframe, Vrbo may take action against you, including suspending your access to the Services, and/or suspending payments to you, and/or take any other actions available to it at law 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.

## **10. Intellectual Property**

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

10.2 Partners 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 *"© 2020 HomeAway.com, Inc., an Expedia Group company. All rights reserved"*.

10.3 The Vrbo Group owns the trademarks and registered trademarks VRBO, VRBO.COM, HOMEAWAY, HOMEAWAY.COM, and EXPEDIA, among others (the "Trademarks"). Partners may not use or register the Trademarks or any confusingly similar trademark, name, or identifier in any way whatsoever except as permitted in this agreement, without the express written permission of Vrbo.

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

10.5 Where a Partner submits to or transmits through the Site or Vrbo's platform or systems any content of any type, including text or images, the

Partner undertakes that he/she has the right to do so, and has been granted all the necessary consents or permissions of any owners of featured items, locations or individuals.

10.6 To the extent that Partner's reviews or other content may contain trademarks or other proprietary names or marks, Partner undertakes that it has obtained all requisite legal permissions and rights for Vrbo's use of such content on the Site. In the event Vrbo receives any complaint that Partner is infringing any third party copyright or other rights, Partner will upon notice remove such infringing content unless it establishes that it has the right to use such content.

10.7 By submitting content to the Site (and Dashboard) (including but not limited to all text, descriptions, reviews, photographs, and the like), Partners authorise Vrbo to use such content both on the Site, in separately published form and as provided in clause 4.5.

10.8 To the extent that Partners' Listings and other submissions may contain trademarks, Partner warrants that they have the right to use them, including sublicensing rights.

10.9 You 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 claims that Partner's Content infringes any third party rights or violates any of the foregoing.

## **11. Rights and obligations of the Partner**

11.1 The Partner shall submit accurate and truthful information about his/her personal identity, billing address, payment data, tax registration status and applicable account numbers, Property offered in Listings and other communications using the Vrbo Group platform or systems. In addition, the Partner undertakes the responsibility to ensure the above information is kept accurate and up-to-date the entire time the Listing remains on the Site. Partner may remove a Listing at any time, but shall honor any Bookings previously made.

11.2 The Partner warrants and represents on an ongoing basis for so long as any Property is listed on the Site (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 Partner (ii) if applicable 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 must relate to an individual and uniquely identified Property which is not a shared space (v) it will not wrongfully deny any Traveller access to any Property (vi) it will provide any and all refunds when



due in accordance with the applicable cancellation policy or underlying rental agreement except to the extent it relates to Stay Taxes previously collected by Vrbo.

11.3 The Partner undertakes to ensure that the information on the Listing is kept accurate 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 drawing up the Listing. The Partner shall not give misleading particulars about the origin of any information or include details that may conceal the true source of any information.

11.4 The Partner must comply with Vrbo's Marketplace Standards found at <https://www.vrbo.com/en-gb/help/articles/What-are-the-HomeAway-Marketplace-standards> as updated from time to time. These Standards outline certain requirements for listings including but not limited to:

Partners must maintain an accurate reservation calendar on their listing(s);

Partners must use commercially reasonable efforts to respond to all booking requests from travellers within 24 hours of receipt of a request for booking;

Partners 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;

Partners must respond to and accept a material number of enquiries and booking requests received in the interest of the traveller experience; and

Partners are prohibited from cancelling a material number of accepted bookings.

11.5 The Partner 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.

11.6 Partners 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.

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

11.8 Partner represents and warrants that listing their property will not breach any agreements currently with third parties (i.e., owner's landlord, homeowners association, etc). Further, the Partner represents that they comply with all local zoning laws, taxes, registrations, licenses and permits related to the listing. More specifically, Partner 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.

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

11.10 If any Listing is in breach of these Partner T&Cs, Vrbo reserves the right to require Partner to correct such breach, remove any Content that is in breach, or suspend, or terminate the relevant Listing or all Listings associated with the Partner in accordance with clause 8 of these Partner T&Cs.

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

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

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

## **12. Taxes**

## Partner Taxes:

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

12.2 Tax regulations may require us to collect appropriate Tax information from Partners, or to withhold Taxes from payouts to Partners, or both. If a Partner 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, then we are entitled to make such withholding until such information is provided. All amounts withheld by us pursuant to this clause shall be treated as paid to Partner. You, the Partner, are solely responsible for keeping the information in your tax forms current, complete and accurate.

## Taxes on the Commission:

12.3 The Partner shall be responsible for all charges relating to the Property and the Listings, and shall account to the relevant authorities for all applicable taxes (including, where relevant, but not limited to VAT) on the payments they receive. Vrbo may be required to collect and remit taxes (inclusive of VAT, GST, sales taxes, or other equivalent taxes) on the commissions charged to the Partner. Where required, Vrbo will provide the Partner with an invoice stating the amount of taxes charged on such commissions. If the Partner is entitled to an exemption from taxes on the Commission, it must provide Vrbo with required documentation and support for such exemption.

12.4 If the Partner 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 its valid VAT number, in order for Vrbo to apply the reverse charge mechanism to the commissions. If the Partner is a resident of the Ireland, the reverse charge mechanism is not applicable, and a Irish VAT charge will apply.

12.5 If the Partner is a resident of a country which is based in a non-EU member state and VAT or other equivalent taxes registered in such state, it must provide Vrbo with its valid VAT number or equivalent registration ID, in order for Vrbo to apply the reverse charge mechanism to the Commissions where applicable. If the Partner is a resident of Switzerland or Liechtenstein, the reverse charge mechanism is not applicable, and a Swiss or Liechtenstein VAT charge respectively will apply as long as Vrbo is VAT registered in Switzerland/Liechtenstein.

## Stay Taxes:

12.6 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 Partners 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 Partners, 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**").

12.7 In certain jurisdictions, Vrbo may decide in its discretion to facilitate collection and remittance of Taxes from or on behalf of Travellers or Partners, in accordance with these terms ("**Collection and Remittance**") if such jurisdiction asserts Vrbo or Partners have a Stay Tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, you hereby instruct and authorize Vrbo to collect Stay Taxes from Travellers on the Partner's behalf at the time the first online payment is made by the Traveller and remit such Stay Taxes to the Tax Authority. The processing of Stay Tax payments will be carried out by Vrbo Payments in accordance with the Accommodation Fee Collection Agreement. The amount of Stay Taxes, if any, collected and remitted by Vrbo will be visible to and separately stated to both Partners and Travellers on their respective transaction documents. Where Vrbo is facilitating Collection and Remittance, Partners 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 Partners with Listings in such jurisdictions.

12.8 You agree that any claim or cause of action relating to Vrbo's facilitation of Collection and Remittance of Taxes shall not extend to any supplier or vendor that may be used by Vrbo in connection with facilitation of Collection and Remittance, if any. Partners 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.

12.9 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. For any jurisdiction in which we facilitate Collection and Remittance, Partners grant us permission, without further notice, to store, transfer and disclose data and other information relating to them or to their transactions, Bookings, Accommodations and Stay Taxes, including, but not limited to, information such as Partner'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 in order to comply with a valid request.

12.10 Vrbo reserves the right, with prior notice to Partners, to cease the Collection and Remittance in any jurisdiction for any reason at which point Partners 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, Partners remain solely responsible and liable for the collection and/or remittance of any and all Stay Taxes that may apply to Listings.

12.11 Partners 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 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 Partners reasonable notice in any jurisdiction in which Vrbo determines to cease any such facilitation.

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

### **13. Prohibitions**

13.1 The Partner shall not directly or indirectly:

13.1.1 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;

13.1.2 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;

13.1.3 Use the Site, Vrbo's platform or systems, or any information provided by a Traveller for purposes other than permitted by in these Partner T&Cs;

13.1.4 Use the Site or the tools and services on the Site for the purpose of booking or soliciting a booking for a property other than a Property under a valid Listing;

13.1.5 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;

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

13.1.7 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;

13.1.8 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);

13.1.9 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;

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

13.1.11 Refer to Vrbo or any of the Vrbo Group in any way that might lead someone to believe that the Partner, any Property, Listing or website is sponsored by, affiliated with, or endorsed by Vrbo or any of the Vrbo Group; or

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

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

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

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

13.1.13 Where online booking is enabled, delay its response to booking requests or the processing of Traveller payments (Partners 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).

13.2 In the event of any breach of this clause by a Partner, Vrbo reserves the right to suspend, or terminate the relevant Listing or all Listings associated with the Partner in accordance with clause 8 of these Partner T&Cs.

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

To enable Partners to obtain broader distribution of their properties, Vrbo Group 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 dashboard or email.

#### **15. Responsibility of Partner**

15.1 Users are solely responsible for obtaining insurance coverage sufficient to protect their properties and guests or their trip, as applicable. Partners 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.

15.2 The Partner will be held solely and exclusively responsible for all the financial consequences resulting from damage to Vrbo due to content or any program transmitted or sent by the Partner that results in any damage to the hardware or 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.

#### **16. Notifications of Infringement of Intellectual Property**

16.1 Vrbo Group respects the intellectual property rights of others and expects Partners to do the same. Vrbo has and enforces a policy of not permitting users to post any materials that infringe the copyrights or trademark rights of others, and reserves the right to remove any Content for which it receives an infringement complaint. Under appropriate circumstances Vrbo will terminate the account of subscribers and account holders who are repeat infringers. Repeat postings of infringing material are cause for termination of service.

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



appropriate action, including removal of the challenged material from the Site and/or termination of the account of the Vrbo user in appropriate circumstances.

Please include in the Notice:

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

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

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

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

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

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

Deliver the Notice to Vrbo's Designated Copyright Agent:

IP Complaint Team, c/o Expedia, Inc., Legal Department – Copyrights, 1111 Expedia Group Way W, Seattle, Washington 98119, United States of America, Email: [CopyrightComplaints@expediagroup.com](mailto:CopyrightComplaints@expediagroup.com), Telephone: 206-481-7200

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

Identification of the specific content that was removed or disabled and the location that content appeared on Expedia's Website. Please provide the URL address if possible.

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

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

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

Sign the paper and send the written communication to the following address or email: Vrbo's Designated Copyright IP Complaint Team c/o Expedia, Inc. Legal Department – Copyrights 1111 Expedia Group Way W, Seattle, Washington 98119, United States of America Email: [copyrightcounternotice@expediagroup.com](mailto:copyrightcounternotice@expediagroup.com) Telephone: 206-481-7200

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

Please include in the Notice:

Identification of the Trademark claimed to have been infringed.

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

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

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

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

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

Deliver the Notice to:

Trademark Claims c/o Expedia, Inc. Legal Department, 1111 Expedia Group Way W, Seattle, Washington 98119, United States of America, Email: [TrademarkComplaints@expediagroup.com](mailto:TrademarkComplaints@expediagroup.com) Telephone: 206-481-7200

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

## **17. Vrbo's limited liability**

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

In compliance with its webhosting status, Vrbo will be liable in the event of Vrbo's fault. If you are a consumer, to the extent permitted by law, Vrbo will be liable for loss or damage you suffer that is a foreseeable result of our breaching these Partner T&Cs Terms or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these terms were entered into, both we and you knew it might happen, for example, if you discussed it with us. To the extent permitted by law, Vrbo will not be liable, in case of any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, notably including reasonable legal fees, ("**Claims**"), brought or occasioned by third parties alleging, arising out of, or in connection with: (a) any material or content you provide to the Site; (b) your use of any content on the Site; (c) any breach by you of these Partner T&Cs; or (d) your use of the Property, unless in case of Vrbo's fault. Vrbo will provide notice to you promptly of any such claims.

If you are dissatisfied with the Site or Vrbo's platform or systems, or you do not agree with any part of these Partner T&Cs, then your sole and exclusive remedy against Vrbo is to discontinue using the Site. In all events, our liability, and the liability of Vrbo Group, to you or any third party in any circumstance arising out of or in connection with the Site is limited, to the extent permitted by law, to the greater of (a) the amount of fees you pay to us in the twelve months prior to the action giving rise to liability, and (b) £100.00 in the aggregate. Nothing in these Partner T&Cs shall exclude or restrict Vrbo Group's liability for death or personal injury resulting from its negligence; nor for Vrbo Group's fraud or fraudulent misrepresentation.

## **18. Applicable law and jurisdiction**

These Partner T&Cs shall be governed by the laws of Ireland and subject to the non-exclusive jurisdiction of the Irish courts, without prejudice to the applicable law and jurisdiction of the courts where the Partner is resident (should the Partner be a consumer). By way of illustration, where a Partner is a English based consumer, mandatory provisions of English Law will apply and English courts will have jurisdiction.

## **19. General**

19.1 The headings to the clauses are for ease of reference only and do not affect the interpretation or construction of these Partner T&Cs. No waiver of any term of the Partner T&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 Partner T&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. Except as expressly provided in an additional agreement, additional terms for certain areas of the Site, the Partner T&Cs constitute the entire agreement between Partner 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 Partner 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 Partner Ts&Cs, where such liability cannot be excluded by operation of law.. No changes to Partner T&Cs shall be made except by a revised posting on this page, which must be notified in accordance with clause 1.5.

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

19.3 If you wish to make a complaint, you can submit it in the Dashboard or through Customer Service.

19.4 In the event of a dispute between You and Vrbo, You may use a conventional mediation procedure or any other alternative dispute resolution method as defined by law. The European Commission's Online Dispute Resolution Platform is available at <http://ec.europa.eu/odr>. In addition, you may use the mediation services provided by e-POM available at <https://e-pom.eu/>.

19.5 If you are a professional, You can submit Your disputes with Vrbo to the mediator Promediate available at <https://www.promediate.co.uk/>, CEDR available at <https://www.cedr.com/p2bmediation/> or e-POM available at <https://e-pom.eu/>.