

# VRBO/BOOKABACH GUEST TERMS OF SERVICE

Last revised: 21 August 2024

Hello and welcome! We are glad that you are taking the time to read these terms of service (the 'Terms').

These Terms are important as they:

- are a binding contract between you and us;
- together with your booking confirmation email (the '**Booking Confirmation**'), set out the legal terms on which Travel Services are made available to you through our Service; and
- cover any interactions or communications you have through our Service.

Any use of our Service (including any of the content or other services made available through it) is subject to these Terms, and it is a condition of using our Service that you accept these Terms.

To book a Travel Service, you must also accept these Terms. If you do not accept these Terms, then please do not use our Service or book a Travel Service.

We may make changes to these Terms by updating them at any time for various reasons, including (1) to improve the Terms and make them clearer or easier to understand; (2) to comply with legal, regulatory and/or tax requirements; (3) where we make changes to our Service or how we run our business or (4) for security-related reasons. You can see when we last updated these Terms by checking the 'last updated' date at the top of these Terms.

If we make changes that will materially impact your rights or obligations, we will provide you with reasonable advance notice of such changes, unless the changes are urgently required by applicable security, legal or tax requirements. Your continued use of our Service after any changes come into effect will constitute your acceptance of the updated Terms. If you do not accept the changes, please do not use our Service.

Any existing bookings will continue to be governed by the Terms that applied to your booking when the booking was made.

We recommend that you save or print a copy of these Terms when you make a booking.

In these Terms:

'**we**', '**us**' or '**our**' refer to Bookabach Limited with company registration number 2067690, which provides our Service and is the company that contracts with you under these Terms;

'**Content**' refers to all text, descriptions, reviews, photographs, images, videos, software and other content submitted to our Service;

'**our Group of Companies**' refers to us, Expedia, Inc., and each of our respective subsidiaries and corporate affiliates;

'**our Service**' refers to our websites, apps and services, including user support, that assist you in researching, planning and booking a Travel Service;

**'Travel Provider'** refers to the property owner, manager and/or other travel supplier making available the Travel Services to you through our Service, and anyone else who acts on behalf of such parties;

**'Travel Service'** refers to the travel services made available to you by the relevant Travel Provider(s) through our Service, such as stays at a property; and

**'you'** or **'Guest'** refers to you, the traveller, or anyone using our Service or making a booking through our Service.

**Please read these Terms carefully.**

## **Section 1 Rules and Restrictions**

As well as these Terms, other terms and conditions provided by Travel Providers (such as separate or additional terms imposed by the Travel Provider, including any house rules, cancellation policies or rental agreements) also apply to your booking (**'Rules and Restrictions'**). The relevant Rules and Restrictions are provided to you before you make a booking.

To make a booking, you must accept the Rules and Restrictions of the Travel Provider that you select (such as payment of due amounts, cancellation policies, refundability, availability restrictions and use of services, etc.).

If you violate a Travel Provider's Rules and Restrictions, your booking may be cancelled and you may be denied access to the relevant Travel Service. You may also lose any money paid for such booking, depending on the Travel Provider's Rules and Restrictions.

Rental agreements are concluded only between a Guest and a Travel Provider. We are not a party to any such agreements. Any such agreement:

- will apply to your booking of a property;
- will govern your right to occupy and use such property; and
- may limit or exclude a Travel Provider's liability.

You are therefore advised to read any such rental agreement before booking a property.

We are not obliged to mediate between a Guest and a Travel Provider in any dispute arising between them.

You acknowledge and agree that:

- you and the Travel Provider are responsible for performing the obligations of any rental agreements between each other;
- we are not, and do not become, a party to any contractual relationship between a Guest and a Travel Provider;
- Travel Providers are not our service providers; and
- Travel Providers are responsible for complying with all laws, rules and regulations applicable to the listing and rental of their property and to the conduct of their rental property business.

## **Section 2 Using our Service**

## Verification and security

While we:

- request Travel Providers to provide accurate and complete information; and
- conduct certain vetting processes for Travel Providers (including, as may be required by law),

we are not, to the maximum extent permitted by law, responsible for the accuracy of any information regarding the purported identity of a Travel Provider or Guest.

We encourage Guests and Travel Providers to communicate directly with each other through the services available on our Service (such as secure messaging). However, even this does not assure you of the identity of the person with whom you are communicating. Please raise any concerns to us immediately.

## Our rules

We provide our Service to you only as a venue allowing:

- you to view listings of, and obtain information about, properties offered for rent; and
- you to select and book properties with a Travel Provider.

We do not own or manage, nor can we contract for the rental of, any property listed on our Service.

You agree that:

- you will only use our Service for personal and non-commercial purposes;
- you must be at least 18 years of age and have the legal authority to enter into contracts;
- you will use our Service lawfully and in compliance with these Terms;
- all information supplied by you is true, accurate, current and complete;
- if you book on behalf of others, you:
  - will obtain their authorisation prior to acting on their behalf;
  - will inform them about the terms that apply to the booking (including the Rules and Restrictions) and ensure that they agree to, and will comply with, such terms; and
  - are responsible for paying any amounts due, for making any change/cancellation requests and for all other matters relating to the booking.
- you are responsible for, and will abide by, all laws, rules and regulations applicable to:
  - your use of our Service; and
  - any transaction that you enter into either through our Service or in connection with your use of our Service; and
- you will be respectful of any property that you book through our Service (as well as the property's neighbours and the general neighbourhood), and refrain from any disruptive behaviours and actions.

You also agree not to:

- make any false or fraudulent booking;
- access, monitor or copy any content on our Service using any robot, spider, scraper or

- other automated means or any manual process;
- violate the restrictions in any robot exclusion headers on our Service or bypass or circumvent other measures employed to prevent or limit access to our Service;
- take any action that imposes, or may impose, an unreasonable or large load on our infrastructure;
- deep link to any part of our Service; or
- ‘frame’, ‘mirror’ or otherwise incorporate any part of our Service into any other website.

## Access

We may, acting reasonably, deny anyone access to our Service (or any other sites, apps, tools and services you have access to under your Expedia Group Account, as defined below) at any time for any valid reason. We may also make improvements and changes to our Service at any time.

## Account

To use all the services available on our Service:

- if you do not already have one, you must create an account with our Service (or create an Expedia Group Account, as defined below); or
- if you already have an account, please sign into it.

To create an account, you must be at least 18 years of age and follow the account creation instructions provided through our Service.

If you have an account with us, you must:

- safeguard your account information;
- be responsible for any use of your account by you or others (even those transactions that you did not intend or want performed);
- notify us immediately of any unauthorised use of your account; and
- provide us with all necessary information, to the extent required for us to comply with our legal obligations.

The account you create on our Service also allows you to access other sites, apps, tools and services offered by members of our Group of Companies (including Expedia and Hotels.com) using the same account credentials, in addition to our Service (an ‘**Expedia Group Account**’). Please note that when using your Expedia Group Account, the relevant terms of service displayed on the sites, apps, tools and services that you are using will govern your use of them.

For information on how to delete your account, sign in to your account on our Service and follow the applicable account deletion process or search [here](#). For further information about your privacy rights (such as deletion or access), please see our [Privacy Statement](#).

## Information sharing

Even though we:

- are not a party to any rental agreement between you and a Travel Provider; and
- to the maximum extent permitted by law, assume no liability for legal or regulatory compliance relating to any property listed on our Service,

there may be circumstances where we are nevertheless obligated to provide information relating to any property listing, booking, Guest or Travel Provider to comply with legal obligations, or with governmental or regulatory bodies investigations, litigation or administrative proceedings. By using our Service, you consent to the sharing of your information with government or regulatory bodies as required.

Tax regulations may also require us to collect appropriate tax information from Guests.

Guests are responsible for ensuring that all information provided is accurate, complete and kept up to date.

### **How we order your search results**

There are many travel options available through our Service and we want to make your search results as relevant as possible. At the search results page, you will see our default sort order. However, you can select how to sort your results and also use filter options to prioritise results based on your chosen preferences, such as price, guest review score or other criteria. You can learn more on how we order search results [here](#).

Within your search results, we may also sometimes display travel options that are paid-for commercial listings from our Travel Providers. Such travel options are clearly labelled for your information as 'Ad' or similar equivalent labelling, to differentiate them from other travel options.

### **Redirection and third-party booking services**

If you are redirected from our Service to a third-party booking service to make a travel booking, please bear in mind that any bookings made through such a booking service will be with the third party and not with us. We are not responsible for bookings made through third-party booking services and we have no liability to you in respect of such a booking. The terms and conditions of the third-party service provider will set out what rights you have against them and will explain their liability to you.

### **Section 3 Confirming a booking**

Your Booking Confirmation(s) includes the essential elements of your booking, such as the description of the Travel Service(s) booked and the price.

We, or the Travel Provider, will send your Booking Confirmation(s) and any relevant travel documents to the email address you provide when you book. If you do not receive your Booking Confirmation within 24 hours of making your booking, please [contact us](#).

### **Section 4 Payment**

#### **Price**

The price of the Travel Service(s) will be as displayed on our Service, except in cases of obvious error.

Prices for Travel Services are dynamic and can change at any time. Price changes will not affect bookings already accepted, except in cases of obvious error.

#### **Payment processing**

Payment services allowing Guests to pay for property bookings made through our Service are handled by:

- third-party payment providers; or
- in the case of some Travel Providers, by such Travel Providers' own third-party payment providers.

To help avoid you being the target of a dishonest fraud and potentially losing money, when using our Service, you must not book a property or pay a Travel Provider by means other than those offered on—or authorised through—our Service. Doing so constitutes a breach of these Terms.

### **Payment verification**

You authorise our Group of Companies (or our Group of Companies' third-party payment providers, or the relevant Travel Provider's own third-party payment providers) (as applicable) to:

- verify your payment method by obtaining a pre-authorisation, charging a nominal fee or through other verification means; and
- on verification, charge your payment method.

### **Fees charged by banks**

Some banks and card issuers impose fees for international or cross-border transactions or for currency conversion. For example, if you make a booking in a currency different to the currency of your payment card, your card issuer may convert the booking amount to the currency of your payment card and charge you a conversion fee and/or a foreign transaction fee.

If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank or card issuer. Our Group of Companies is not associated or responsible for any fees relating to varying exchange rates and card issuer fees.

### **Currency conversion**

The currency in which you pay for a booking may be different from the currency used for price display on our Service. In any event, the currency and exact amount you will pay will be displayed clearly before you make a booking.

Display currencies on our Service are generally based on publicly available currency rates and are not guaranteed to be the best rate available.

Our overall compensation may be affected by the currency in which you pay.

### **Service Fee**

We may charge a service fee to Guests (a '**Service Fee**') when booking a property through our Service, ordinarily calculated as a percentage of the total rental amount (which may include additional fees, taxes and damage deposits that might be charged by the Travel Provider). The Service Fee varies based on a variety of factors, depending on the booking.

The Service Fee, plus applicable Transaction Taxes (defined below) on such Service Fee, will be displayed to you at the time of booking and before final check-out.

## **Taxes**

Depending on the laws of the jurisdiction where the Guest and/or Travel Provider resides and/or where the property is located, the Service Fee (as defined above) may be subject to (or may include):

- Value Added Tax ('**VAT**'), Goods and Services Tax ('**GST**'), Japan Consumption Tax ('**JCT**'), sales tax or any other equivalent indirect taxes that are applicable on the transaction ('**Transaction Taxes**'); or
- Occupancy Taxes (which refers to transient occupancy taxes, hotel taxes, lodging taxes, city taxes, room taxes or tourist taxes, '**Occupancy Taxes**'),

which we may be required to collect and remit to the relevant tax authorities.

Where required, we will provide you with an invoice or Booking Confirmation stating the amount of Transaction Taxes and/or Occupancy Taxes charged on such Service Fee.

If you are entitled to an exemption from Transaction Taxes or Occupancy Taxes on the Service Fee, you must provide us with the required documentation and support for such exemption so the correct tax treatment can be applied to the Service Fee.

The laws in jurisdictions may vary, however, Transaction Taxes and/or Occupancy Taxes may also be required to be collected and remitted as a percentage of the total rental amount set by Travel Providers, a set amount per day, an amount based on the number of guests or other variations.

Guests are liable for the payment of such applicable Transaction Taxes and/or Occupancy Taxes. In certain jurisdictions, where the law requires or taxing authorities otherwise authorise, we may directly collect and remit such applicable Transaction Taxes and/or Occupancy Taxes on behalf of Travel Providers.

In certain jurisdictions, only Guests above a specified age are liable for the payment of Occupancy Taxes. Other exceptions to the payment of Occupancy Taxes may apply. In such events, the Guest may claim a refund from the relevant authority in charge of collecting the Occupancy Taxes or by submitting a request to us.

## **Alternative payment methods**

We may work with providers of alternative payment methods (such as consumer finance companies), to provide our travellers with alternative payment methods.

Our Group of Companies does not endorse or recommend any alternative payment provider or their products or services. Our Group of Companies is not responsible for the content or the acts or omissions of any alternative payment provider. Your use of any such provider's payment method is at your own risk and will be governed by such provider's terms and policies.

## **Fraud**

If a booking or account shows, in our reasonable view, signs of fraud, abuse, association with a government-sanctioned person or entity, or other suspicious activity, we may request additional information from you.

If we reasonably conclude that a booking or account is associated with fraud, abuse, a

government-sanctioned person or entity, or suspicious activity, we may:

- cancel any bookings associated with your name, email address or account;
- close any associated accounts; and
- take legal action, including to seek to hold you liable for any loss.

Please [contact us](#) about the cancellation of a booking or closing of an account.

## **Section 5 Cancelling or changing a booking**

### **Cancellation or change by you**

You do not have an automatic right to cancel or change a booking unless allowed by the relevant Travel Provider under their Rules and Restrictions (which are provided to you before you make a booking).

If you cancel a booking, to the maximum extent permitted by law:

- any amount refunded to you will be determined by the Travel Provider's cancellation policy;
- our Service Fee (as defined in Section 4 (Payment) above) will only be refunded to you if your booking is eligible for a full refund under the Travel Provider's cancellation policy; and
- whether tax applies to any amounts retained by the Travel Provider or us depends on the applicable law in the taxing jurisdiction.

The Travel Provider's cancellation policy will be displayed to you before you make a booking through our Service. Please review this policy prior to booking, to ensure that it is acceptable to you.

To cancel or change a booking, follow the instructions provided through our Service or [contact us](#). Please note that changes to a booking are entirely at the Travel Provider's discretion and may result in additional amounts, fees or taxes.

### **Other cancellation or change**

In rare instances and acting reasonably, we may need to cancel your booking to comply with our legal obligations. We will work with you, where possible, to rebook your stay at a comparable property.

The relevant Travel Provider may cancel your booking if full payment for the booking, or any applicable cancellation/change charge or fee relating to a booking, is not received when due.

### **Refund**

Timing to receive any refund will vary based on the payment method and applicable payment system used. Refunds are processed in the currency of the original payment and will be sent to the original form of payment.

Any currency conversion will be done by the relevant bank using their current exchange rate, which may be different to the exchange rate used when you originally paid.



In addition, bank charges incurred by you during the booking process or as part of the refund process may be deducted by the bank from the refunded amount and, in such cases, will not be refunded by us.

## **Section 6 Travel Service specific terms**

We are not:

- an organiser or retailer of travel packages; or
- in respect of distribution of Travel Products on any non-Vrbo/Bookabach branded sites, acting as a trader and/or facilitator for the purpose of linked travel arrangements,

under Directive (EU) 2015/2302 (Directive on Package Travel and Linked Travel Arrangements).

### **A. Stays at a property**

All bookings you make through our Service are made directly with the Travel Provider and your rental agreement will be only with the Travel Provider.

Please refer to Section 1 (Rules and Restrictions) above for more information regarding rental agreements with Travel Providers.

You can instantly book a property online through our Service, except where a Travel Provider opts to approve or decline a booking within 24 hours of a booking request.

### **B. Non-Vrbo/Bookabach travel service bookings**

When you book any accommodation or other Travel Service distributed through our Service from Expedia or another Expedia Group brand (referred to as a '**Non-Vrbo/Bookabach Travel Service**'), the applicable terms presented to you during the booking process apply to your payment and booking of such Non-Vrbo/Bookabach Travel Service. In such an instance, your use of our Service remains subject to these Terms.

## **Section 7 International travel**

Although most travel occurs without incident, travel to certain destinations may involve more risk than others. You must review any travel warnings/advice, etc. issued by the relevant governments before you book international travel. You should also monitor such travel warnings/advice during travel and before your return journey to help avoid and minimise any potential disruptions.

### **Health**

You should check the recommended inoculations/vaccinations which may change at any time. You should consult your doctor before you depart. You are responsible for ensuring that you:

- meet all health entry requirements;
- receive the relevant/required inoculations/vaccinations;
- take all recommended medication; and
- follow all medical advice in relation to your travel.

### **Passport and visa**

You must consult the relevant Embassy or Consulate for passport and visa information. Requirements may change, so check for up-to-date information before booking and departure and allow sufficient time for all relevant applications.

Our Group of Companies is not liable if you are refused entry onto a flight or cruise ship (if applicable) or into any country due to your conduct, including your failure to carry the correct and adequate travel documents required by any Travel Provider, authority or country (including countries you are transiting through). This includes all stops made by an aircraft or cruise ship (if applicable), even if you do not leave the aircraft, airport or cruise ship.

Some governments require airlines to provide personal information about all travellers on their aircraft. The data will be collected either at the airport when you check in or, in some circumstances, when you make your booking. If applicable, please contact the relevant airline you are travelling with if you have any questions about this.

Our Group of Companies does not represent or warrant that travel to international destinations is advisable or without risk and is not liable for damages or losses that may result from travel to such destinations.

## **Section 8 Liability**

### **Statutory rights**

Nothing in these Terms or any Rules and Restrictions limits, excludes or modifies any rights you have that cannot lawfully be limited, excluded or modified including under the Consumer Guarantees Act 1993. To the extent that you are in trade and the Travel Services are being acquired in trade, you agree that the Consumer Guarantees Act 1993 does not apply to our supply of the services to you under these Terms.

### **Our liability**

We own and operate our Service and the Travel Providers provide the Travel Services to you.

To the maximum extent permitted by law, our Group of Companies accepts no liability for:

- any such Travel Services that the Travel Providers make available and provide to you;
- the acts, errors, omissions, representations, warranties or negligence of any such Travel Providers; or
- any personal injuries, death, property damage or other damages or expenses resulting from the above.

Our Group of Companies makes no guarantees about the availability of specific Travel Services.

Subject always to your rights at law, and except as expressly set out in these Terms, all information, software, content, services, functions, Travel Services displayed or made accessible through our Service, or any products or services or hypertext links to third parties, or the transmission of sensitive information through our Service or any linked site, are provided without any express warranty or condition of any kind.

The display of Travel Services through our Service is not an endorsement or recommendation of such Travel Services by our Group of Companies.

Our Group of Companies disclaims, to the maximum extent permitted by law, all warranties and conditions that:

- our Service, its servers or any email sent from our Group of Companies are free of viruses or other harmful components; and/or
- any materials or content contained in our Service, its servers or any email sent from our Group of Companies will be uninterrupted or error free or that defects will be corrected.

We do not guarantee (other than pursuant to any guarantee that may be offered on our Service) the safety of any property or the truth or accuracy of any property listing or other content provided on our Service.

Subject to the limitations in these Terms and applicable law, our Group of Companies will not be liable for any direct, indirect, punitive, special, incidental or consequential losses or damages arising from:

- the Travel Services;
- the use of our Service;
- any delay or inability to use our Service;
- your use of links from our Service;
- any Content; and/or
- any actual or attempted transaction, communication or dispute between you and a Travel Provider,

whether based in negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if our Group of Companies has been advised of the possibility of such damages.

If our Group of Companies is found liable for any loss or damage under these Terms, then, subject to the exceptions and limitations in these Terms and to the maximum extent permitted by law, our Group of Companies shall only be liable to you for direct damages that were:

- reasonably foreseeable by both you and our Group of Companies;
- actually suffered or incurred by you; and
- directly attributable to the actions of our Group of Companies,

and in the event of any liability of our Group of Companies, such liability, to the maximum extent permitted by law, will in no event exceed, in total, the greater of (a) the cost paid by you for the Travel Services in question or (b) one hundred dollars (US\$100.00) or the equivalent in local currency.

This limitation of liability reflects the allocation of risk between you and us. The limitations specified in these Terms will survive and apply, even if any limited remedy specified in these Terms is found to have failed its essential purpose. The limitations of liability provided in these Terms inure to the benefit of our Group of Companies.

Every instance of force majeure, including the interruption of means of communication or a strike (by airlines, properties or air traffic controllers, as applicable), will lead to the suspension of the obligations in these Terms that are affected by the force majeure event. In such a case, the party affected by the force majeure event will not be liable as a result of the inability to meet such obligations. For the avoidance of doubt, this paragraph does not apply to any contractual

relationship made between you and a Travel Provider.

## **Indemnity**

You agree to fully compensate our Group of Companies, its employees and other people officially acting on its behalf, for any damages, losses, fines, costs or expenses (including reasonable legal and accounting fees), of any kind ('**Losses**') that they incur or are liable for as a result of a claim being alleged or brought against them by a third party because of:

- your breach of these Terms or the documents referenced in them;
- your violation of the rights of a third party;
- your use of our Service;
- your use of the Travel Services booked through our Service; and/or
- any Content, material or other content you provide or submit in connection with our Service,

but only to the extent that the Losses are not directly caused by our Group of Companies.

You will cooperate as fully as reasonably required if our Group of Companies is defending a claim.

We reserve the right to defend and take full control of any matter or claim that you are fully compensating our Group of Companies (and its employees, and other people officially acting on its behalf) in respect of, and you agree not to settle any matter or claim without our written consent.

We will promptly provide notice to you of any such claims.

## **Release**

If you have a dispute with one or more other Guests or Travel Providers (including any dispute regarding any booking, transaction or Content) or any third-party provider, or any third-party website that may be linked to or from or otherwise interact with our Service, you agree that you will not involve, hold liable or make any claim against (including for Losses or compensation), our Group of Companies, its employees and other people officially acting on its behalf, in any way in respect of the dispute. This paragraph will not apply to the extent that any such dispute is directly caused by our Group of Companies.

## **Section 9 Content**

### **Content submitted by Travel Providers and third parties**

Our Service contains Content relating to properties that is provided by Travel Providers and other third parties.

We ask Travel Providers and third parties to ensure that their Content:

- complies with our [Content Guidelines](#); and
- is accurate, complete, up to date and (where relevant) correctly translated,

however, we are (to the maximum extent permitted by law and subject to paragraph headed 'Content removal' in this Section below), not responsible for such Content.

We are merely providing access to the Content as a service through our Service. Travel Providers (and third parties, as applicable) are solely responsible (to the maximum extent permitted by law) for their Content.

Where any Content is linked to an automated translation facility, such as Google Translate, it is the Travel Provider's responsibility to ensure that the resulting translation is accurate, complete and to correct any deficiencies.

Our Group of Companies will not (to the maximum extent permitted by law) be liable for any Content, unless and only if our Group of Companies directly caused inaccuracies in any such Content. If you suspect that a Travel Provider has supplied inaccurate or false information, please notify us.

For more information, please see our [Content Guidelines](#).

### **Content submitted by you**

By submitting (or authorising the submission of) any Content to our Service, you grant our Group of Companies, a worldwide, non-exclusive, 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 Content in any media, now known or hereafter devised, for any purpose.

You acknowledge and agree:

- for any Content that you submit (or authorise others to submit) to our Service, that you have the legal right and authority to do so; and
- to the extent that the Content you submit (or authorise to submit) to our Service contains trademarks or other protected names or marks, that you have the legal right and authority to use such names, or marks.

You also grant our Group of Companies the right to legally pursue any person or entity that violates any intellectual property rights in, or attributable to, your Content.

You also acknowledge and agree that:

- our Group of Companies may choose to use the name that you submit with any Content to attribute your Content (for example, listing your first name and hometown on a review that you submit) at its reasonable discretion in a non-identifiable format;
- any Content you submit, or authorise to submit, to our Service is non-confidential and non-proprietary;
- any Content you submit, or authorise to submit, to our Service is not misleading or deceptive or likely to deceive or mislead any person;
- by submitting communications or Content to us, no confidential, fiduciary, contractually implied or other relationship is created between you and us, other than pursuant to these Terms; and
- you are fully responsible for your Content and all Content submitted by you must comply with our [Content Guidelines](#).

If possible, in the event that you retain any rights of attribution, integrity or any other moral rights in any Content, you agree to waive your right to assert these or to require that any personally

identifying information be used in connection with the Content, or any derivative works thereof, and affirm that you have no objection to the publication, use, modification, deletion or exploitation of your Content by our Group of Companies or any of our licensees.

We claim no ownership or endorsement of, or affiliation with, any of your Content.

For more information, please see our [Content Guidelines](#).

## Reviews

Subject to our [Content Guidelines](#):

- Guests who have booked through our Service may submit reviews of a Travel Provider's property;
- Travel Providers are given the opportunity to view a Guest's review, and to respond; and
- Travel Providers may also submit reviews of Guests' stays.

All reviews and responses must comply with our [Content Guidelines](#). We may remove any review or response if we become aware or are notified that they do not comply with our [Content Guidelines](#).

We expressly disclaim any liability for any review or response subject to our regulatory obligations (for example, deletion of content notified, and subsequently found, as being illegal).

We will not edit or otherwise modify reviews or responses on a Guest's or Travel Provider's behalf.

A Guest or Travel Provider may [contact us](#) to request to remove their published review or response.

For more information on reviews and responses, see our [Content Guidelines](#).

## Content removal

Without prejudice to any other available remedies and pursuant to our regulatory obligations, we:

- do not endorse, support, represent or guarantee the truthfulness, accuracy or reliability of any content;
- will remove content if we become aware or are put on notice that the content is illegal;
- may reject or remove content that does not comply with these Terms or our [Content Guidelines](#) (notice may be provided to you if required under applicable law); and
- may suspend or terminate a Guest's account in certain circumstances, including as set out in our [Content Guidelines](#).

If applicable, you will be notified of the reasons why these measures have been taken and, in most cases, you can send us a complaint if you disagree, which we will consider.

You may appeal the decision to remove any Content, or to suspend or terminate your account, by [contacting us](#).

For more information, including on how to notify us about potentially illegal Content, please see our [Content Guidelines](#).

## Communications

Any communications sent through our Service must only relate to genuine booking enquiries or bookings.

We do not tolerate spam or unsolicited commercial electronic communications of any kind.

You agree that, with respect to a Travel Provider's or other third party's personal information that you obtain directly or indirectly from or through our Service or through any site-related communication, transaction or software, you will use such information only for the following permitted purposes:

- service-related communications that are not unsolicited commercial messages;
- using the services made available through our Service; and
- enquiring about, or otherwise facilitating, a financial transaction between you and the Travel Provider related to a booking made, or to be completed, through our Service (such as enquiring about, or booking, a property or charging a personal payment card).

You must not:

- misuse any information derived or obtained from our systems in order to send spam or unsolicited commercial communications via any medium (including email, SMS or physical mail) to Travel Providers or any other third party;
- input any personal information about a Travel Provider or other third parties into our systems; or
- disclose any personal information about a Travel Provider or other third parties that you may access or obtain from our systems,

in each case, unless you have the valid consent of the applicable Travel Provider or other third party or other appropriate lawful basis to do so, in accordance with applicable data protection and anti-spam laws.

You must not:

- use our Service or third-party personal information for any unlawful purpose or with any unlawful intent or in any other way that would violate these Terms; or
- include email addresses or phone numbers in any communications between you and any Travel Provider using our Service.

Any communication through our Service (or through any services provided through our Service) are available for review by:

- the Guest and the Travel Provider who are a party to such communication; and
- our employees and representatives to:
  - comply with our legal obligations;
  - educate Guests and Travel Providers on how to use our Service correctly;
  - address any query or complaint or dispute;
  - identify potential fraud; and/or
  - ensure compliance with these Terms.

In accordance with our security and account requirements, we may remove or redact information

from any such communications (for example, email addresses, phone numbers or other content we deem to be inappropriate or non-compliant with these Terms or applicable laws and regulations).

You agree that Travel Providers and Guests are each solely responsible for the content of their respective communications with each other.

## **Section 10 Intellectual property policy and notices**

### **Content IP**

All contents of our Service are © 2024 Bookabach Limited, an Expedia Group company. All rights reserved. Bookabach and the Bookabach logo are trademarks or registered trademarks of Bookabach Limited. Vrbo and the Vrbo logo are trademarks or registered trademarks of HomeAway.com, Inc., an Expedia Group company. Other logos and product and company names mentioned on our Service or these Terms may be the trademarks of their respective owners. We are not responsible for content on websites operated by parties other than us.

Our Service, and all content and information on our Service, is protected by copyright and other applicable intellectual property rights.

To the maximum extent permitted by law, reproduction of our Service, in whole or in part, including the copying of text, graphics or designs, is prohibited.

The Google® Translate tool may be made available through our Service to enable you to translate content, such as user-generated reviews. The Google® Translate tool uses an automated process to translate text and this may result in inaccuracies. Your use of the Google® Translate tool is entirely at your own risk. We do not make any promises, assurances or guarantees on the accuracy or completeness of the translations provided by Google® Translate.

### **Download info from our Service**

You agree to abide by any and all copyright notices, information or restrictions contained in, or relating to, any content on our Service.

Copying, storing or otherwise accessing our Service or any content on our Service other than for your personal, non-commercial use (other than in accordance with a valid listing) is expressly prohibited without our prior written permission.

Our Service may contain links to websites operated by parties other than us. Such links are provided for your reference only. We do not control such websites and are not responsible for their content or your use of them. Our inclusion of such links does not imply any endorsement of the material on such websites or any association with their operators.

### **IP infringement policy**

We respect the intellectual property rights of others and do not permit, condone or tolerate the posting of any Content on our Service that infringes any person's intellectual property rights.

We reserve the rights to terminate, in appropriate circumstances, our relationship with anyone who is the source of repeated intellectual property infringement on our Service.



Our products and services, including apps, software, web services and content containing images, texts and videos are owned by our Group of Companies or by third parties who have given us permission to use the items.

If you are aware of an infringement of intellectual property on our Service, or believe your Content has been improperly posted or made available on our Service, please note the requirements and instructions for filing copyright and trademark complaints found under the headings of 'Copyright infringement complaints and Counter Notice' and 'Trademark complaints' below.

### **Copyright infringement complaints and Counter Notice**

If you believe your copyrighted work is being infringed on our Service or through our Service, pursuant to the Digital Millennium Copyright Act (in the US), the Digital Services Act (in the EU) and similar laws relating to online content, please submit a written request to [CopyrightComplaints@expediagroup.com](mailto:CopyrightComplaints@expediagroup.com).

Upon receipt of your request, we will take appropriate action, including removal of the challenged Content from our Service and service, and/or termination of the applicable account in appropriate circumstances. Please note that you will be required to provide the following information and statements in the copyright complaint:

1. Clearly identify the copyrighted work you claim was infringed—including a URL, if available online, copy of registration and filed copy, or similar evidence.
2. Clearly identify the material on our Service you claim is infringing your work—providing a copy, URL or locating address, or link to the infringing material.
3. Your address, email address and telephone number.
4. The following statement: 'I have a good faith belief that the material that is claimed as copyright infringement is not authorised by the copyright owner, its agent or the law'.
5. The following statement: 'The information in this notification is accurate, and under penalty of perjury, the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed'.
6. A signature (electronic is acceptable) by the person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may also send us your copyright complaint by fax to +1 (425) 679-7251, Attn: Expedia Group Copyright Agent, c/o Legal Department; or by sending a printed signed copy to:

Expedia Group Copyright Agent

c/o Legal Department

Expedia, Inc.

1111 Expedia Group Way W

Seattle, Washington 98119.

### **Counter Notice**

In this Section, '**Counter Notice**' means a legal request to reinstate Content that was removed due to an alleged mistake or misidentification. This occurs when Content is removed due to a

copyright removal request and the uploader of the Content, or an authorised representative submits a request to reinstate the Content.

If you believe that Content you have posted has been taken down improperly pursuant to a copyright infringement complaint, please complete and submit a Counter Notice to [CopyrightCounterNotice@expediagroup.com](mailto:CopyrightCounterNotice@expediagroup.com). You may want to seek legal advice prior to submission of the Counter Notice. Please note that you will be required to provide the following information and statement in the Counter Notice:

1. Clearly identify the specific content that was removed or disabled and the location that content appeared on our Service before its removal or disablement. Please provide the URL address, if possible, or other locating information.
2. Your name, postal address, telephone number and email address.
3. The statement: 'For the purpose of this complaint and Counter Notice, I hereby consent to the jurisdiction of the Federal District Court for the judicial district in which my postal address is located, or if my address is outside of the United States, for any judicial district in which Expedia, Inc. may be found. I further agree to accept service of process from the party who submitted the original Copyright Complaint'.
4. The following statement: 'I swear, under penalty of perjury, that I have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification'.
5. A signature (electronic is acceptable) of the person claiming the content was properly and legally posted.

You may also send us your Counter Notice by fax to +1 (425) 679-7251, Attn: Expedia Group Copyright Agent, c/o Legal Department; or by sending a printed signed copy to:

Expedia Group Copyright Agent

c/o Legal Department

Expedia, Inc.

1111 Expedia Group Way W

Seattle, Washington 98119.

### **Trademark complaints**

In this Section, '**Trademark**' means a type of intellectual property consisting of a recognisable name, sign, design or expression that identifies products or services from a particular source and distinguishes them from others.

If you believe our Service or a property listing on our Service is infringing or misusing your Trademark, please submit a written request to [TrademarkComplaints@expediagroup.com](mailto:TrademarkComplaints@expediagroup.com).

Upon receipt of your request, we will take appropriate action, including responding to the claims if the alleged misuse is on our Service, or informing the party that posted the allegedly infringing use that we have received a trademark complaint with a request to consider and respond to the allegations, removal of clearly infringing designations from the listing or our Service and/or termination of the applicable account in appropriate circumstances. Please note that you will be

required to provide the following information and statements with your request:

1. Please list or identify the Trademark you believe has been infringed.
2. Please identify the designation which you believe infringes or misuses the Trademark, and the site or listing(s) on which the Trademark is allegedly being misused. Please provide a URL or link if possible.
3. Your name, address, telephone number and, if available, an email address at which you may be contacted.
4. The following statement: 'I have a good faith belief that use of the above designation in the manner complained of is not authorised or permissible and infringes or misuses the Trademark'.
5. The following statement: 'The information in this request is accurate and, under penalty of perjury, I declare that I am the owner or am authorised to act on behalf of the owner of an exclusive right in the Trademark that is being infringed or misused'.
6. A signature (electronic is sufficient) by the person submitting this claim.

You may also send us your trademark complaint by fax to +1 (425) 679-7251, Attn: Expedia Group Copyright Agent, c/o Legal Department; or by sending a printed signed copy to:

Expedia Group Copyright Agent

c/o Legal Department

Expedia, Inc.

1111 Expedia Group Way W

Seattle, Washington 98119.

### **Patent notice**

One or more patents owned by us, or our Group of Companies, may apply to our Service and to the features and services accessible through our Service.

Portions of our Service operate under licence of one or more patents.

Other patents pending.

### **Social media/third-party websites**

In this Section, '**Social Media**' means websites and applications that enable Guests and Travel Providers to create and share content or to participate in social networking, including but not limited to, websites and applications such as X (formerly Twitter), Meta, Facebook, Instagram, Snapchat etc.

If our Service offers a service that allows us to access or use any profile or other information about you that you have provided to a Social Media site and you decide to use such tool or service, you acknowledge and agree that:

- the information or content that is a part of your Social Media site profile, which you have designated as 'public' (or a similar designation) (with such information or content and referred to herein as '**Social Media Content**'), may be accessed and used by us in

- connection with our Service;
- the Social Media Content will be considered Content under these Terms, and both you and we shall have the same rights and responsibilities as you that we have with respect to your Content under these Terms;
  - in the event that the Social Media Content was, for any reason, misclassified with a public or similar designation or is otherwise inaccurate, or to which you do not agree with for any reason, you agree to work with the Social Media site to make any changes or resolve any disputes and acknowledge that we will not be able to provide you with recourse; and
  - the operation of your profile and account with and on the Social Media site shall continue to be governed by the terms and conditions and privacy policy of such Social Media site.

## **Section 11 Software available on our Service**

### **Software available on our Service**

Any software made available to download from our Service or a mobile app store ('**Software**'), is the copyrighted work of our Group of Companies or our suppliers, or is licensed for public distribution. Your use of the Software is governed by the terms of the end user licence agreement (if any) which accompanies the Software ('**Licence Agreement**'). You must first agree to the Licence Agreement to install, download or use any Software.

For any Software not accompanied by a Licence Agreement, we grant you a limited, personal, non-exclusive, non-transferable and non-sub-licensable licence to download, install and use the Software for using our Service in line with these Terms and for no other purpose. The Software is provided to you free of any fees or charges.

All Software (such as all HTML codes and ActiveX controls, etc.) contained on our Service, is owned by our Group of Companies or our suppliers, or is licensed for public distribution. All Software is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is prohibited by law and may result in severe civil and criminal penalties. Anyone who violates this may be prosecuted.

Without limiting the above, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited to the maximum extent permitted by law. The Software is warranted, if at all, only according to the terms of the Licence Agreement.

### **Map terms**

Your use of mapping available on our Service is governed by the [Google Terms of Use](#), [Google Acceptable Use Policy](#), [Google Legal Notices](#) and [Google Privacy Statement](#), and the [Microsoft Terms of Use](#) and [Microsoft Privacy Statement](#). Google and Microsoft reserve the right to change their Terms of Use and Privacy Statements at any time, at their sole discretion, in accordance with their Terms of Use and Privacy Statements (as applicable).

OpenStreetMap geo data used in mapping is © OpenStreetMap contributors and available under the [Open Database Licence \(OdbL\)](#).

## **Section 12 Your privacy and personal information**

We are committed to the privacy, confidentiality and security of personal information entrusted

to us. We will collect and process your personal information in accordance with our [Privacy Statement](#).

For more information about how we process your personal information and how you can exercise your rights, please review our [Privacy Statement](#).

You agree that you will protect Travel Providers' and other third parties' personal information with the same degree of care that you protect your own confidential information (using, at minimum, a reasonable standard of care) and, to the maximum extent permitted by law, you assume all liability for the misuse, loss or unauthorised transfer of such information.

### **Section 13 Rewards programme**

Intentionally omitted.

### **Section 14 Contact us and complaints**

#### **Guest support and the handling of complaints**

We are here to help you with any queries or complaints you have in relation to your booking.

For answers to commonly asked questions, or to contact us via our chat function, visit our support page [here](#).

### **Section 15 General**

#### **Governing law and jurisdiction**

These Terms are governed by the laws of New Zealand. You consent to the exclusive jurisdiction and venue of the courts in Auckland, New Zealand, in all disputes arising out of or relating to the use of our Service or these Terms.

#### **Insurance**

Unless otherwise stated, prices displayed do not include travel insurance. You are advised to take out insurance that covers the consequences of certain cases of cancellation and certain risks (such as the cost of repatriation in the event of an accident or illness). You are responsible for ensuring that any insurance policy taken out adequately covers your requirements. You may be shown certain travel insurance products. If so, details of the insurance provider, relevant key information and terms and conditions will be shown on our Service.

#### **Failure to invoke**

Our failure or delay to enforce any provision of these Terms does not waive our right to enforce the same or any other provision(s) of these Terms in the future.

#### **Unenforceable provisions**

If any provision (or part provision) of these Terms is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part provision) shall, if required, be deemed not to form part of these Terms with you. In such a case, the validity and enforceability of the other provisions shall not be affected.

**Entire agreement**

These Terms constitute the entire agreement between you and us with respect to our Service. They supersede all prior or contemporaneous communications (whether electronic, oral or written) between you and us about our Service.

**Assignment**

We may, and you may not, assign, subcontract or delegate rights, duties or obligations under these Terms. However, we will not do so in such a way as to reduce any rights or guarantees you have under these Terms.

**Third-party rights**

Save as expressly stated in these Terms, we do not intend any part of these Terms to be enforceable by any person who is not a party to these Terms. No third-party's consent shall be required for the waiver, variation or termination of any part of these Terms. These Terms do not give rise to any rights under any applicable laws or regulations in relation to rights of third parties to enforce any part of these Terms.

**Survival of obligations**

Any provision of these Terms, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of these Terms, shall survive such expiration or termination.