

**TERMS OF SERVICE**  
**Revised: August 9, 2021**

**1. ACCEPTANCE OF TERMS**

Stay Bungalow, LLC ("Stay Bungalow") provides technology-enabled services, including the website at <http://www.staybungalow.com>, any Mobile Apps (as defined below), and other related software, content, and services, including all versions and upgrades thereto, and further enables registered users ("Members") to search for and book accommodations and experiences made available by Stay Bungalow and its service partners (collectively, the "Services"). Your use of the Services is subject to and governed by the terms and conditions in this Terms of Service ("TOS"). Stay Bungalow may, at its discretion, update this TOS at any time. You can access and review the most current version of this TOS at the URL for this page or by clicking on the "Terms of Service" link within the Services, or as otherwise made available by Stay Bungalow.

PLEASE REVIEW THIS TOS CAREFULLY. BY REGISTERING FOR AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS TOS, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS TOS, YOU MAY NOT ACCESS OR USE THE SERVICES.

**THIS TOS REQUIRES FINAL AND BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS TOS, OR YOUR ACCESS TO OR USE OF THE SERVICES**, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THIS TOS, AND YOU AGREE THAT ANY SUCH CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS. PLEASE REVIEW SECTION 18 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

You represent and warrant that you: (a) are of legal age to form a binding contract; (b) have the right, authority, and capacity to agree to and abide by this TOS; and (c) are not a person barred from using the Services under the laws of any applicable jurisdiction. THE SERVICES ARE NOT INTENDED FOR USERS UNDER THE AGE OF 21, AND SUCH USERS ARE EXPRESSLY PROHIBITED FROM SUBMITTING ANY PERSONAL DATA OR USING ANY ASPECT OF THE SERVICES, AND BY TAKING SUCH ACTIONS YOU AGREE, REPRESENT, AND WARRANT THAT YOU ARE 21 YEARS OF AGE OR OLDER.

**2. OUR PURPOSE**

Our purpose is to revolutionize the way luxury housing trade professionals experience products. Members can naturally explore and experience products during their complimentary stay and learn more about a brand by browsing through products on our Mobile Apps.

**3. ACCESSING THE STAY BUNGALOW PLATFORM**

To gain access to the membership-only portion of the website (the "Stay Bungalow Platform"), you must receive an invitation to the Stay Bungalow Platform. Once invited, you will receive a unique member code to access and register for the Stay Bungalow Platform. Once registered, you can log in to the Stay Bungalow Platform using the unique member code associated with your member account. You are solely responsible for keeping your account information up to date.

**4. RIGHTS**

(a) **Grant.** Subject to and conditioned on your compliance with this TOS, Stay Bungalow hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable license solely to use the Services only for your personal, non-commercial use. Your access to and use of the Services must further comply in all material respects with all usage guidelines posted by Stay Bungalow.

(b) **Mobile Apps.** Stay Bungalow may make available mobile software applications for access to and use of certain components of the Services (collectively, "Mobile Apps"). Your access to and use of Mobile Apps is subject to and governed by this TOS. If any Mobile App is downloaded by you from the iTunes App Store (each, an "iOS Mobile App"), your use of such iOS Mobile App is further subject to your compliance in all material respects

with the terms and conditions of the Usage Rules set forth in the iTunes App Store Terms of Service. This TOS is between you and Stay Bungalow only, and not with Apple Inc. (“Apple”) or any other app store provider, and Apple is not responsible for iOS Mobile Apps and the contents thereof; however, Apple and Apple’s subsidiaries are third-party beneficiaries of this TOS with respect to iOS Mobile Apps.

(c) **Trademarks.** You may not use the Stay Bungalow name, brands, trademarks, service marks and logos that Stay Bungalow makes available on the Services (“Marks”). Stay Bungalow claims trademark protection over all such Marks and you will not use the Marks except as expressly authorized herein. The Marks may not be included in or as part of any registered corporate name, any other logo, or service or product name. You will not otherwise use business names or logos in a manner that can mislead, confuse, or deceive any third party. All use of the Marks and all goodwill arising out of such use, will inure to Stay Bungalow’s benefit.

(d) **Booking.** When you book a property offering on the Stay Bungalow Platform, you are agreeing to the cancellation policy, and any other rules, standards, policies or requirements associated with the booking, identified in the property description, provided during the checkout process, or otherwise set forth in this TOS. In addition, you also agree that Stay Bungalow may charge and collect any and all deposits, including security deposits, identified during the checkout process or otherwise set forth in this TOS. Each property offering involves a reservation for accommodation (an “Accommodation Reservation”) and/or a reservation for an experience (an “Experience Reservation”).

(e) **Accommodation Reservation.** An Accommodation Reservation is a limited license to enter, occupy, and use the property. Stay Bungalow expressly reserves the right to re-enter the property during your Accommodation Reservation, to the extent: (i) it is reasonably necessary and (ii) it is consistent with applicable law. If you stay past the checkout time specified in connection with your Accommodation Reservation, Stay Bungalow expressly reserves the right to use any available remedy available to it to make you leave in a manner consistent with applicable law. Furthermore, you may not exceed the maximum number of allowed guests specified in the Accommodation Reservation, or any other rules, standards, policies or requirements associated with such Accommodation Reservation.

(f) **Experience Reservation.** An Experience Reservation entitles you to participate in, attend, or use the services described in the Experience Reservation. You are solely responsible for confirming that you, and anyone you invite to such Experience Reservation (subject to any limitations provided for in such Experience Reservation), meet minimum age, proficiency, fitness, and any other requirements in connection with such Experience Reservation. You are solely responsible for informing Stay Bungalow of any medical or physical conditions, or any other circumstances that may impact your ability or any of your invited guest’s ability to participate, attend, or use the services provided for in the Experience Reservation. Except where expressly authorized, you may not allow any person to join an Experience Reservation unless they are included as an additional guest during the booking process.

(g) **Cancellations and Extenuating Circumstances.** If you cancel a reservation within seven (7) days of your scheduled check in for either an Accommodation Reservation or an Experience Reservation, you will be charged a fee of \$500.00 (the “Late Cancel Fee”). For the avoidance of doubt, if you cancel a reservation more than seven (7) days before your scheduled check in, you will not be charged a Late Cancel Fee. If a late cancellation is a result of an Extenuating Circumstance (as defined below), you will not be charged a Late Cancel Fee. An “Extenuating Circumstance” is any of the following circumstances, as determined in the sole and absolute discretion of Stay Bungalow:

- Unexpected changes to government travel requirements, including changes to visa or passport requirements imposed by a governmental agency, or restrictions that directly affect you and make your travel to the Accommodation Reservation or the Experience Reservation, as applicable, impossible; or
- A declared emergency or natural disaster, including an epidemic or pandemic as determined by CDC, which directly affects either your location of origin or the location of your Accommodation Reservation or Experience Reservation, as applicable, and makes your travel to such Reservation impossible.

(h) **Modifications.** Booking modifications can be made one time per booking by contacting Stay Bungalow customer service prior to seven (7) days before your scheduled Accommodation Reservation or Experience Reservation. You are responsible for any booking modifications you agree to and you agree to pay any additional amounts, fees or taxes associated with any modification.

## 5. YOUR RESPONSIBILITIES AND ASSUMPTION OF RISK

You are responsible and liable for your own acts and omissions and the acts and omissions of your guests. In addition, you (i) are responsible for leaving any Stay Bungalow property, and any and all personal property, in the condition it was in when you arrived, and (ii) you must act with integrity, treat others with respect, and comply with applicable laws at all times during your use of the Services, including your conduct on the Stay Bungalow Platform and during any Accommodation Reservation or Experience Reservation. **YOU ACKNOWLEDGE THAT MANY ACTIVITIES CARRY INHERENT RISKS AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES, INCLUDING YOUR STAY DURING ANY ACCOMMODATION RESERVATION AND YOUR PARTICIPATION IN ANY EXPERIENCE RESERVATION. IT IS YOUR RESPONSIBILITY TO DETERMINE IF THE ACCOMMODATION RESERVATION OR EXPERIENCE RESERVATION IS SUITABLE FOR YOU.**

## 6. PRIVACY POLICY

In addition to this TOS, the Stay Bungalow [Privacy Policy](http://www.staybungalow.com/privacy) at <http://www.staybungalow.com/privacy> (“[Privacy Policy](http://www.staybungalow.com/privacy)”) applies to how Stay Bungalow may process information provided as part of the Services. You acknowledge and agree that by accessing or using the Services, Stay Bungalow may receive certain information about you, including personal data, as set forth in the Privacy Policy, and Stay Bungalow may collect, use, disclose, store, share, and process such personal data in accordance with such Privacy Policy.

## 7. PROPERTY RULES

(a) **Identity Confirmation.** Stay Bungalow expressly reserves the right to confirm your identity prior to your Accommodation Reservation or Experience Reservation, and to confirm that the booking guest is over the age of 21. No one under the age of 18 is permitted to stay at a Stay Bungalow property or to attend any Experience Reservation.

(b) **Pet Policy.** Pets are not allowed at any Stay Bungalow property. If you or your guests are reported with a pet, you will be charged a cleaning fee of \$300.00 and will be subject to immediate removal from the Stay Bungalow Platform.

(c) **Gatherings.** Gatherings of more than eight (8) individuals are prohibited on any Stay Bungalow property. You and your guests shall not create a nuisance or any disturbances to the surrounding neighborhood.

(d) **Quiet Hours:** 10:00 PM – 7:00 AM.

(e) **No Smoking.** There shall be no smoking on any Stay Bungalow property. If you or your guests are reported smoking inside the home, you will be charged a cleaning fee of \$500 and immediate removal from the Stay Bungalow Platform.

(f) **No Vaping.** There shall be no vaping on any Stay Bungalow property. If you or your guests are reported smoking inside the home, you will be charged a cleaning fee of \$500 and immediate removal from the Stay Bungalow Platform.

(g) **Check-in:** 4:00 PM on the first day of your Accommodation Reservation or as specified in your Experience Reservation.

(h) **Check-out:** 11:00 AM on the last day of your Accommodation Reservation or as specified in your Experience Reservation.

(i) **Stay Bungalow Concierge Service Hours:** 8:00 AM – 5:00 PM CST.

(j) **Security Deposit.** A valid payment method was collected during your Accommodation Reservation. The Stay Bungalow team will perform an inspection of the property after the Accommodation

Reservation and, if no damage has occurred, the payment method on file will not be charged. The claims process is outlined below:

- If Stay Bungalow identifies an issue pertaining to your stay during the check-out inspection, Stay Bungalow will contact you via email describing the issue within 14 days after check-out or prior to the next guest stay, whichever occurs first.
- You have 48 hours to respond to such email.
- If money is owed, Stay Bungalow will include invoices for repair and documentation of similar priced items for replacement, as applicable.
- After confirmation from you and Stay Bungalow, payment will be collected via the payment method on file.

(k) If you or any of your guests are reported for violating Stay Bungalow's property rules, you and your guests shall be subject to removal from the property and the Stay Bungalow Platform.

## **8. PROPRIETARY RIGHTS**

(a) You grant Stay Bungalow and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made all content (in any form and any medium, whether now known or later developed) that you provide in connection with the Services. You acknowledge and agree that the technical processing and transmission of data associated with the Services, may require: (i) transmissions over various networks and across borders; and (ii) modifications to conform, connect, and adapt to technical requirements of networks or devices.

(b) The Services provided to you hereunder or available to you through the Services are licensed, not sold, and Stay Bungalow retains and reserves all rights not expressly granted in this TOS. You acknowledge and agree that, as between you and Stay Bungalow, Stay Bungalow and its licensors owns all rights, title and interest (including all intellectual property rights) in the Services and all data, content, and other materials within the Services. The Services are protected by U.S. and international copyright and other intellectual property laws and treaties. Stay Bungalow reserves all rights not expressly granted to you in this TOS.

(c) You may not share your account or password with anyone. You are fully responsible for all activities that occur under your account. You agree to notify Stay Bungalow immediately of any unauthorized use of your account or password or any other similar breach of security. If your account remains inactive for three months or longer, Stay Bungalow reserves the right to suspend or terminate your account, with or without notice to you, and delete your content all without liability.

## **9. USER CONDUCT AND RESTRICTIONS**

(a) In your use of the Services, you will not:

(i) use, reproduce, modify, adapt, create derivative works from, sublicense, publicly perform, publicly display, distribute, sell, lease, rent, make, have made, assign, pledge, transfer or otherwise grant rights to the Services, except as expressly permitted under this TOS;

(ii) reverse engineer, disassemble, decompile, translate, or otherwise attempt to derive trade secrets, algorithms, or the source code, architectural framework, or data records, within or associated with the Services;

(iii) interfere with or disrupt the integrity or performance of the Services, including by disrupting the ability of any other person to use or enjoy the Services;

(iv) provide use of the Services on a service bureau, rental or managed services basis, provide or permit other individuals or entities to create Internet "links" to the Services or "frame" or "mirror" the Services on any other server, or wireless or Internet-based device;

(v) access the Services for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Services;

(vi) violate any applicable local, state, provincial, federal or international law or regulation, or use the Services for any illegal, unauthorized or otherwise improper purposes, including to store or transmit malicious code, or to store or transmit material in violation of third-party privacy rights;

(vii) remove or obscure any proprietary notice that appears within the Services;

(viii) impersonate any person or entity, including Stay Bungalow personnel, or falsely state or otherwise misrepresent your affiliation with Stay Bungalow, or any other entity or person;

(ix) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services;

(x) take any action that imposes an unreasonable or disproportionately heavy load on the Services or its infrastructure; or

(xi) use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Services; or download, reproduce, or archive any substantial portion of the Services.

(b) You will not: upload, post, email, store, transmit, or otherwise make available any content that:

(i) is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;

(ii) may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement);

(iii) infringes any patent, trademark, trade secret, copyright, or other proprietary right of any party;

(iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages, or any other form of solicitation;

(v) contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware;

(vi) contains infringing, libelous, or otherwise unlawful or tortious material; or

(vii) consists of information that you know or have reason to know is false or inaccurate.

(c) Stay Bungalow's failure to enforce any of these restrictions or guidelines shall not act as a waiver for any future enforcement, will not be considered a breach of this TOS by Stay Bungalow, and does not create a private right of action for any other party.

## **10. FEEDBACK**

If you elect to provide or make available to Stay Bungalow any suggestions, comments, ideas, improvements or other feedback relating to the Services ("Feedback"), Stay Bungalow shall own and be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Feedback in any form and any medium (whether now known or later developed), without credit or compensation to you.

## **11. DEALINGS WITH ADVERTISERS AND OTHER THIRD PARTIES**

The Services may include or provide access to third party products, services, content, or offerings, including advertising for such ("Third Party Services"). You acknowledge that different terms of use and privacy policies may apply to your use of such Third Party Services and that terms and policies are solely between you and the advertiser or other third party. You agree that does not endorse and is not responsible or liable for any issues related to Third Party Services. One such Third Party Service accessible through the Services is the Google

Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

## **12. INDEMNIFICATION**

To the maximum extent permitted by applicable law, you shall indemnify and hold Stay Bungalow and its affiliates, and each of their officers, directors, employees, agents, partners and licensors (collectively, "Stay Bungalow Parties") harmless from and against all losses, damages, costs, liabilities, and expenses, including, without limitation, reasonable attorneys' and accounting fees, to extent resulting from or arising out of any third party claim, demand, or action due to (a) content you provide to Stay Bungalow; (b) your violation of this TOS, any law or regulation, or any rights (including intellectual property rights) of another party; (c) your use of the Services, except as expressly permitted in this TOS; (d) your interaction with any user of the Services, stay at an Accommodation Reservation or participation in an Experience Reservation, including without limitation any injuries, losses or damages (whether compensatory, direct incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use; or (e) your failure, or our failure at your direction, to accurately report, collect or remit taxes.

## **13. DISCLAIMER OF WARRANTIES**

(a) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STAY BUNGALOW EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. STAY BUNGALOW DOES NOT ENDORSE OR WARRANT THE EXISTENCE, CONDUCT, PERFORMANCE, SAFETY, QUALITY LEGALITY OR SUITABILITY OF ANY ACCOMODATION RESERVATION, EXPERIENCE RESERVATION OR THIRD PARTY SERVICE OR CONTENT.

(b) STAY BUNGALOW PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, OR ERROR-FREE; OR (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, CURRENT, OR COMPLETE.

(c) ALL CONTENT MADE AVAILABLE THROUGH THE SERVICES IS MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL CONTENT BEFORE TAKING OR OMITTING ANY ACTION.

(d) THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE).

## **14. LIMITATION OF LIABILITY**

(a) STAY BUNGALOW PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA OR GOODWILL, OR COST OF COVER, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF STAY BUNGALOW PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL STAY BUNGALOW PARTIES' TOTAL LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS TOS OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES OR CONTENT EXCEED THE AMOUNT PAID BY YOU TO STAY BUNGALOW FOR ACCESS TO THE SERVICES WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM(S) AROSE.

(b) THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY

HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**15. SUSPENSION AND TERMINATION**

- (a) Either party may terminate this TOS at any time.
- (b) If you violate this TOS, Stay Bungalow may, with or without notice to you, immediately suspend or terminate your access and use of the Services.
- (c) Stay Bungalow reserves the right at any time to modify, suspend, or discontinue the Services (or any portion thereof) with or without notice, and Stay Bungalow shall not be liable to you or any third party for any such modification or discontinuance;
- (d) Upon termination of this TOS for any reason: (i) Stay Bungalow, in its sole discretion, may remove and discard your content and information and terminate any outstanding Reservation you may have; (ii) you will immediately cease your use of the Services; and (iii) any provision that, by its terms, is intended to survive the expiration or termination of this TOS shall survive such expiration or termination. Further, you agree that that Stay Bungalow shall not be liable to you or any third party for any termination of your account or access to the Services.

**16. GOVERNING LAW**

This TOS shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Texas, without regard to conflict of laws principles. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this TOS, regardless of the states in which the parties do business or are incorporated.

**17. BINDING ARBITRATION AND CLASS ACTION WAIVER**

- (a) ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT (DEFINED FOR THE PURPOSES OF THIS TOS AS A COURT OF LIMITED JURISDICTION THAT MAY ONLY HEAR CLAIMS NOT EXCEEDING \$5,000) IF YOUR CLAIMS ARE WITHIN THE COURT'S JURISDICTION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.
- (b) The arbitration shall be conducted by the American Arbitration Association (AAA) under its then-applicable Commercial Arbitration Rules or, as appropriate, its Consumer Arbitration Rules. The AAA's rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees shall be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that such hearing shall be conducted in Austin, Texas or, if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.
- (c) WE EACH AGREE THAT ALL CLAIMS SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR OTHER SIMILAR PROCESS (INCLUDING ARBITRATION). IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN AUSTIN, TEXAS. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM *NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.
- (d) Notwithstanding anything to the contrary, you and Stay Bungalow may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect its intellectual property rights,

whether in aid of, pending, or independently of the resolution of any dispute pursuant to the arbitration procedures set forth in this Section.

(e) If Stay Bungalow implements any material change to this Section, such change shall not apply to any Claim for which you provided written notice to Stay Bungalow before the implementation of the change.

#### **18. LEGAL COMPLIANCE**

You represent and warrant that you will comply with all applicable foreign, federal, state, and local laws, rules and regulations, including without limitation, U.S. export laws and import and use laws of the country where Licensed Material is delivered or used and you are not: (a) located in a country that is subject to a U.S. Government embargo, or designated by the U.S. Government as a “terrorist supporting” country; and (b) listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

#### **19. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

If you believe that your work has been made available through the Services in a way that constitutes copyright infringement, please provide Stay Bungalow’s Agent for Notice of Copyright Claims the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) a description of the material that you claim is infringing and where that material may be accessed within the Services; (d) your address, telephone number and email address; (e) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement from you that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, please contact Stay Bungalow’s Agent for Notice of Copyright Claims. Stay Bungalow’s Agent for Notice of Copyright Claims can be reached as follows:

Agent for Notice of Copyright Claims  
2524 Pecos Street,  
Austin, Texas 78703  
Email: [copyright@staybungalow.com](mailto:copyright@staybungalow.com)

#### **20. CALIFORNIA USERS & RESIDENTS**

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting such unit in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

#### **21. GENERAL PROVISIONS**

This TOS constitutes the entire agreement between you and Stay Bungalow concerning your access to and use of the Services. It supersedes all prior and contemporaneous oral or written negotiations and agreements between you and Stay Bungalow with respect to such subject matter. In the event of any conflict between or among this TOS and any end user license agreement, privacy policy or usage guidelines to which this TOS refers, the terms and conditions of this TOS shall take precedence and govern. This TOS may not be amended by you except in a writing executed by you and an authorized representative of Stay Bungalow. Except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this TOS. For the purposes of this TOS, the words “such as,” “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” You may not assign or delegate any right or obligation under this TOS without the prior written consent of Stay Bungalow. The failure of Stay Bungalow to exercise or enforce any right or provision of this TOS shall not constitute a waiver of such right or provision. If any provision of this TOS is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this TOS. Any prevention of or delay in performance by Stay Bungalow hereunder due to labor disputes, acts of god,



failure of the Internet, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.