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June 28, 2019

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Robert C. Murphy Courts of Appeal Building  
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Annapolis, Maryland 21401-1699

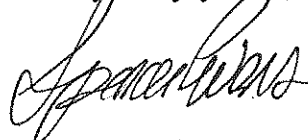
RE: *Jeannette Belliveau v. Airbnb, Inc.*  
September Term, 2019  
No. 0145

Dear Madam Clerk:

Enclosed please find an original and 8 copies of Respondent, Airbnb, Inc.'s Answer to Petition for Certiorari for filing in the referenced matter. Please date stamp the copy and return to the waiting messenger.

If you have any questions please feel free to give me a call.

Very truly yours,



Spencer A. Evans

SAE/jah  
Enclosure

cc: William L. Rodowsky, (via first class mail)

JEANNETTE BELLIVEAU,	*	IN THE
Petitioner,	*	COURT OF APPEALS
v.	*	OF MARYLAND
AIRBNB, INC.,	*	SEPTEMBER TERM, 2019
Respondent.	*	PETITION DOCKET NO.: 0146

\* \* \* \* \*

**ANSWER TO PETITION FOR CERTIORARI**

Jeannette Belliveau (“Petitioner”) claims that Airbnb, Inc.’s (“Airbnb” or “Respondent”) Terms of Service are unenforceable, in whole and in part, as procedurally and substantively unconscionable and contrary to public policy. Despite receiving payments from Airbnb for five years pursuant to the Terms of Service, and even agreeing to an updated version of the Terms of Service since filing this lawsuit, Petitioner now claims that the parties’ contract is unenforceable, merely because the district and circuit courts did not provide the outcome she desired. Petitioner’s question for review does not squarely present itself for review because this is a small claims District Court negligence action barred by contract law, so any argument for contractual remedies is irrelevant. Petitioner has failed to preserve the issues raised in this petition because none of the issues underpinning her question presented have been raised in Petitioner’s Complaint or shown to have been litigated during the circuit court appeal. Alternatively, even if Petitioner’s question is properly before the Court, her contentions are meritless. This Court should deny certiorari.

## **I. FACTS/PROCEDURAL HISTORY**

Airbnb provides an online platform that connects third-parties who wish to offer their unique accommodations (called “hosts”) with third-party travelers seeking to book accommodations (called “guests”). Airbnb’s relationship with both hosts and guests is contractual and is governed by Airbnb’s Terms of Service (“TOS”). Ex. 1-E, TOS. Petitioner is a host with Airbnb. Following a guest’s report that Petitioner violated Airbnb’s TOS by leaving an unsecured firearm in her rental unit, Airbnb removed Petitioner from Airbnb’s online platform. Proceeding *pro-se* in the District Court of Maryland for Baltimore City, Plaintiff filed a “tort” Complaint on November 16, 2018, stating the following:

Plaintiff listed rooms in her primary residence on Airbnb, the short-term rental platform, beginning in January 2014. Plaintiff received the highest recognition of “Superhost” annually from 2014-18. On or around 8/9/2018, the defendant received a false report of an unsecured weapon from a guest who stayed in the plaintiff’s property 7/27-29, 2018. Plaintiff noted she and no weapons whatsoever on her property. Despite more than 500 excellent reviews from guests, and no possibility of evidence of an unsecured weapon, the defendant removed the plaintiff from the AirBNB platform on 8/14/2018. Defendant ignored plaintiff’s attempts to straighten out the matter. Short-term rentals are the plaintiff’s only source of income. She typically earns \$6,600-7,500 in the prime months of Sept/Oct/Nov/Dec. Due to delisting these earnings are lost. She also lost her \$100 superhost coupon. AirBNB terms of service permit taking disputes to small claims court.<sup>1</sup>

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<sup>1</sup> Section 19.2 of the TOS permits parties the right to seek judicial relief in small claims court only. Ex. 1-E, TOS, Section 19. Otherwise, the dispute resolution provision in Section 19 of the TOS unequivocally requires arbitration, stating:

You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement or interpretation thereof, or to the use of the Airbnb Platform, the Host Services, the Group Payment Service, or the Collective Content (collectively, “Disputes”) will be settled by binding arbitration (the “Arbitration

Ex. 2, Pet'r's Compl. In addition, Petitioner sought relief in the form of reinstatement on Airbnb's platform.<sup>2</sup> *Id.* Petitioner also filed a defamation suit against the guest, in which she did not prevail.<sup>3</sup>

On March 6, 2019, the parties appeared before the District Court. The Petitioner did not claim that the TOS were unenforceable. Rather, she argued that Airbnb's investigation of the guest's report of the unsecured firearm was inadequate. The District Court entered judgment in favor of the Petitioner but did not award Petitioner damages on the basis that Section 17 of the TOS<sup>4</sup> precluded liability for lost profits. Petitioner appealed shortly thereafter.

On April 17, 2019, Petitioner, proceeding *pro se*, filed her Amended Request for Leave to Amend Complaint and for Conversion of Matter to Record Appeal and her Amended Request for Leave to Amend Complaint and for Conversion of Matter to Record

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Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Airbnb agree that the arbitrator will decide that issue.

*Id.*

<sup>2</sup> Airbnb reinstated Petitioner's access to its platform on February 14, 2019.

<sup>3</sup> That defamation case was also filed in the District Court for Baltimore City, case no. 010100274792018, and that defendant appealed in the Circuit Court under case no. 24-C19-001421.

<sup>4</sup> Section 17.1, in part, states: "Neither Airbnb nor any other party involved in creating, producing, or delivering the Airbnb Platform or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits...loss of goodwill ...service interruption... or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, [or] (ii) from the use of or inability to use the Airbnb Platform or Collective Content." Ex. 1-E, TOS, Section 17.1.

Appeal (docket #0006001) on April 19, 2019. (collectively “Amended Request for Leave”).<sup>5</sup> In her Amended Request for Leave, Petitioner, pursuant to Md. Rule 2-341(b), sought leave to:

to amend the ad damnum clause in her Complaint against AirBNB Inc. from \$5,000.00 (covering damages for 8/14/2018 to 12/31/2018) to an amount in excess of \$75,000.00 to account for the continuing damages resulting from the Defendant’s negligence in connection with the publication of a false and defamatory review on the Plaintiff’s AirBNB web page.

Ex. 3, Pet’r’s Am. Req. for Leave. Petitioner also sought to convert the pending *de novo* appeal to an appeal on the record. *Id.*

On May 2, 2019, Respondent filed an (1) Opposition to [Petitioner’s] Amended Request for Leave to Amend (“Respondent’s Opposition”); a (2) Motion to Dismiss Appellant’s De Novo Appeal of the March 6, 2019, Judgment of the District Court (“Respondent’s Motion to Dismiss”); and (3) in the Alternative, Motion to Compel Arbitration (“Respondent’s Motion to Compel Arbitration”). Pet., Attach. A.

On May 6, 2019, four days before the Circuit Court *de novo* trial, Respondent filed a (1) Reply to [Respondent’s] Opposition to Amended Request to Amend (“Petitioner’s Reply”) and a (2) Response in Opposition to [Respondent’s] Motion to Dismiss and Motion to Compel Arbitration (“Petitioner’s Response in Opposition”). Pet., Attach. B. In Petitioner’s Reply, Petitioner reaffirmed that her claims are based in tort, stating that there was:

no change to her original cause of action. The Petitioner was economically devastated by the [Respondent’s] negligent removal of her listings from the

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<sup>5</sup> The Amended Request for Leave appeared to correct a small number of typos in the original Request for Leave and does not differ in its substance or requests.

AirBNB platform in August 2018. The Petitioner filed a straightforward tort complaint in November 2018.

Ex. 4, Pet'r's Reply. In Petitioner's Response in Opposition, Petitioner alleged for the first time that Airbnb's TOS were unconscionable and unenforceable. Pet., Attach. B. She presented no factual allegations or basis to support that allegation. **check this**

On May 10, 2019, the parties appeared before the Honorable Michel J. Pierson of the Circuit Court for Baltimore City. Petitioner appeared *pro se*. The Court, ruling from the bench, (1) denied Petitioner's Amended Request for Leave, (2) denied Respondent's Motion to Compel Arbitration as moot and (3) granted Respondent's Motion to Dismiss. Pet., Attach. D. **did not happen**  
**where is this?**

Petitioner filed a writ of certiorari to the Court of Appeals on June 13, 2019. Petitioner is currently still hosting with Airbnb, and most recently agreed to v.10 of its TOS on March 28, 2019.

## **II. ARGUMENT**

### **a. Petitioner's Question for Review does not Squarely Present Itself**

- i. This is a small claims District Court negligence matter and does not present wide-ranging issues of importance* **ixnay**

The Petition does not present the question of the enforceability of Airbnb's TOS because Petitioner did not make any arguments related to the enforceability of the TOS until her *response brief* to an opposition filed while the matter was on appeal before the Circuit Court. Pet., Attach. B. Rather, Petitioner, in accordance with Section 19 of the TOS, filed a simple negligence suit in small claims court, alleging that Airbnb negligently executed its contractual duties when it removed her from its platform, and seeking damages

in the form of lost profits. Ex. 2, Pet'r's Compl.; Ex. 4, Pet'r's Reply; Pet. at 5. Her tort claim is barred by Maryland's adherence to the economic loss doctrine.<sup>6</sup> Despite the artful framing of Petitioner's case, her arguments, first that the Airbnb was "negligent" in its investigation of the Guest's report and now, on appeal, that the TOS are unenforceable, are unsupported "moving targets," and do not squarely present the question for review in her Petition. After failing to obtain a damages award in the District Court, Petitioner has improperly sought additional damages during the course of her appeal, and belatedly raised waived arguments in her Petition that were not previously litigated. This unusual procedural history is unlikely to repeat itself, further rendering certiorari inappropriate. The Petition does not present wide-ranging issues of importance. This Court should deny her Petition.

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<sup>6</sup> The economic loss doctrine "prohibits a plaintiff from recovering tort damages for what in fact is a breach of contract." *Cash & Carry Am., Inc. v. Roof Solutions, Inc.*, 223 Md. App. 451, 466 (Md. Ct. Spec. App. 2015). Indeed, as recently as 2017, the Court of Appeals has affirmed that the economic loss doctrine "bars recovery when...the alleged negligent conduct did not result in physical injury or risk of severe physical injury or death." *Balfour Beatty Infrastructure, Inc. v. Rummel Klepper & Kahl, LLP*, 451 Md. 600, 612 (2017). Here, Petitioner alleges economic harm; no threat of physical harm to any person or property exists. As the only relationship between the Petitioner and Respondent is contractual, Petitioner cannot prevail on a negligence claim. Thus, any reference to the TOS is thereby irrelevant, and it is improper to seek review by this Court on the issue of the TOS' enforceability. Even if the Court found the TOS procedurally and substantively unconscionable and contrary to public policy, Petitioner would not be entitled to relief under a negligence theory because she has not, and cannot, identify any tort duty that Airbnb owes to her. *See Cash & Carry Am., Inc.*, 223 Md. App. at 461 (stating that "[t]o make out a cause of action for negligence, a plaintiff must prove that the defendant owed him (or to a class of which he is a part) a duty of care") (internal citations and quotations omitted).

**b. Petitioner Waived Any Arguments Regarding the TOS' Enforceability**

- i. Petitioner's assertion that the TOS, either in part or in their entirety, are procedurally and substantively unconscionable and/or against public policy are not preserved for appellate review because they were not pled in Petitioner's Complaint*

This Court cannot consider Plaintiff's arguments related to the TOS' enforceability because she did not plead them in her Complaint or otherwise raise them before her **NOT TRUE** response on appeal. In her Complaint, Petitioner asserted a tort claim against Airbnb for lost profits stemming from her inability to use Airbnb's platform. Ex. 2, Pet'r's Compl.; Ex. 4, Pet'r's Reply; Pet. at 5. Her new allegations regarding the TOS' enforceability sound in contract law. Generally, "the appellate court will not decide any other issue unless it plainly appears by the record to have been raised in or decided by the trial court." Md. Rule 8-131(a). In applying this rule, the Maryland Court of Special Appeals has concluded that a petitioner's failure to include a cause of action in his complaint precluded his raising it on appeal. *Baker v. Roy H. Haas Assocs.*, 97 Md. App. 371, 378 (Md. Ct. Spec. Appeals 1993). As Petitioner did not make any claim regarding the enforceability of Airbnb's TOS in her Complaint, she has waived these arguments.

- ii. Petitioner has not met her burden of showing the arguments presented in her Petition are preserved for appellate review*

Appellate courts, "[w]hen reviewing the grant of a motion to dismiss for failure to state a claim upon which relief may be granted...assume the truth of all well-pleaded, relevant, and material facts in the complaint and any reasonable inferences that can be drawn therefrom." *Benson v. State*, 389 Md. 615, 626 (2005). Thus, the Court of Appeals will determine "whether the trial court was legally correct in granting the motion to



dismiss.” *Id.* Petitioner cannot raise issues of the TOS’ unenforceability before this Court because she cannot prove that she presented sufficient evidence and testimony to preserve them during either the district or circuit court hearings and has failed to show the Circuit Court was not legally correct in granting Respondent’s Motion to Dismiss.

In *Yockey v. Kahl*, plaintiff raised an issue regarding the acknowledgment of payment of a debt *after* he presented his case and *in response* to defense’s motion for judgment. 338 Md. 64, 73–74 (1995) (emphasis added). The Court of Appeals concluded the plaintiff’s testimony and his counsel’s arguments were insufficient to preserve the issue. Although Petitioner raised the issue of the unenforceability of the TOS in her Response in Opposition, this alone is insufficient in light of her Petition’s failure to cite to or otherwise include a transcript or recording of the circuit or district court proceedings as required by Md. Rule 8-411.<sup>7</sup> See *White v. State*, 8 Md. App. 51, 54 (1969) (observing that “[i]t is, however, the responsibility of the appellant to include in the record a transcript of all the testimony, [] as well as all other matters and issues which he desires this Court to review on appeal”) (citations omitted).

Petitioner has not met her burden to show a sufficient factual and evidentiary basis that her arguments regarding the TOS’ enforceability were preserved. *Yockey*, 338 Md. at 73–74. An appellate court “will not decide any other issue *unless it plainly appears by the record to have been raised in or decided by the trial court.*” Md. Rule 8-131(a) (emphasis added). Petitioner has failed to meet that burden, and certiorari is not appropriate here.

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<sup>7</sup> Such an omission of the transcript is grounds alone for denial of her Petition. *Laukenmann v. Laukenmann*, 17 Md. App. 107 (Ct. Spec. App. 1973).

Similarly, Petitioner claims that the Circuit Court failed to consider *Wolf v. Ford*, 335 Md. 525 (1994) despite her failure to show that the issues in *Wolf* were either raised before or decided by the Circuit Court. *See generally Pet.*; Md. Rule 8-131(a). Tellingly, **CHECK THIS** the Petition does not claim that *Wolf* was brought to the Circuit Court's attention. As noted, the Petition is devoid of any reference to a transcript or the record from either the District **CHECK THIS** or Circuit Court proceedings in contravention of Md. Rule 8-411. Thus, as Petitioner cannot show that the issue of enforceability of the TOS in the context of *Wolf* was preserved for appellate review, the issue has been waived. *See Basiliko v. Royal Nat'l Bank*, 263 Md. 545, 549 (1971) (holding that because the petitioner failed to demonstrate that the issue was presented to the lower court, the issue was not before the court). Petitioner's unsupported and waived arguments do not warrant certiorari.

**c. Alternatively, even if Petitioner's arguments regarding the TOS' unenforceability were not waived, they are meritless and unsupported in the record**

After profiting from her use of Airbnb's online platform for over five years, which **YEAH CUZ THERE IS NO ALTERNATIVE** continues to this day, and agreeing to v.10 of the TOS *after* she instituted the instant suit, Petitioner now claims the TOS are unenforceable solely because Petitioner views the TOS **NOT TRUE** as a contract of adhesion. But in Maryland, a contract of adhesion, including those provided on a take-it-or-leave-it basis, are "not automatically deemed *per se* unconscionable." *Walther v. Sovereign Bank*, 386 Md. 412, 430 (2005). Petitioner also concedes that exculpatory clauses are generally valid. *BJ's Wholesale Club, Inc. v. Rosen*, **NOT TRUE** 435 Md. 714, 724 (2013). Petitioner has not presented any factual allegation to support a

finding otherwise, and her blanket allegations of unconscionability do not meet the burden to show that certiorari would be appropriate.

Although Maryland state courts have not addressed the enforceability of “clickwrap” or “scrollwrap” agreements, Maryland and other Fourth Circuit District Courts have ruled in accord with other courts nationwide that have generally deemed them enforceable. *See CoStar Realty Info., Inc. v. Field*, 612 F. Supp. 2d 660 (D. Md. 2009) (highlighting that ‘clickwrap’ agreements, agreements that require ‘[a] customer [to] affirmatively click a box on the website acknowledging receipt of and assent to the contract terms before he or she is allowed to proceed using the website...have been routinely upheld by circuit and district courts.’”) (citing *Burcham v. Expedia, Inc.*, 2009 U.S. Dist. LEXIS 17104 (E.D. Mo. 2009)); *A.V. v. iParadigms, LLC*, 544 F. Supp. 2d 473, 480 (E.D. Va. 2008), *rev’d in part on other grounds*, *A.V. ex rel. Vanderhye v. iParadigms, LLC*, 562 F. 3d 630 (4th Cir. 2009) (finding that, similar to the TOS Petitioner agreed to here, the parties to a “clickwrap” agreement entered a valid contractual agreement when Plaintiffs clicked “I Agree” to acknowledge their acceptance of its terms); *Loewn v. Lyft, Inc.*, 129 F. Supp. 3d 945, 957–58 (N.D. Cal. 2015) (enforcing an arbitration provision within a TOS where Appellants had the opportunity to scroll through the terms prior to assent and then clicked “I agree” to assent to the terms of the TOS); *Tompkins v. 23andMe, Inc.*, Case No. 5:13-CV-05682-LHK, 2014 WL 2903752, at \*8 (N.D. Cal. June 25, 2014) *aff’d* 840 F.3d 1016 (9th Cir. 2016) (holding that Appellants received adequate notice and consented to the TOS—and the arbitration provision contained therein—where they clicked a button “during the account creation and registration process...that appeared near a hyperlink to

the TOS to indicate acceptance of the TOS”). Courts considering challenges to Airbnb’s TOS, including its arbitration provision, on the basis of unconscionability have also been upheld. *See Plaza v. Airbnb, Inc.*, 289 F. Supp. 3d 537, 559 (S.D. N.Y 2018) (rejecting arguments that the TOS’ arbitration provision is procedurally or substantively unconscionable); *Hernandez v. Airbnb Inc., et al.*, Los Angeles County California Superior Court Case No. BC706648 (Mar. 7, 2019) (holding that Airbnb’s TOS and arbitration clause are not substantively nor procedurally unconscionable); *see also* Ex. 1, Miller Decl.. Petition has presented no factual basis in the record for finding otherwise. For these reasons, Petitioner’s arguments do not warrant certiorari.

### III. CONCLUSION

For the foregoing reasons, Respondent respectfully requests that Jeannette Belliveau’s Petition for Writ of Certiorari be denied.



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*Attorney for Airbnb, Inc.*

**CERTIFICATION OF FORM**

1. This Answer contains 2,524 words.
2. This Petition is presented in 13 point, Times New Roman font.


  
\_\_\_\_\_  
Spencer A. Evans, Esquire

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on 28<sup>th</sup> day of June, 2019 a copy of the foregoing Answer to Petition for Writ of Certiorari along with a copy of this Certificate of Service was mailed postage pre-paid to:

William L. Rodowsky, Esquire  
SEIFERT & RODOWSKY, P.A.  
427 Eastern Boulevard, Suite C  
Baltimore, Maryland 21221

*Attorney for Petitioner, Jeannette Belliveau*

  
\_\_\_\_\_  
Spencer A. Evans, Esquire

# **EXHIBIT 1**

1 JEANNETTE BELLIVEAU,

2 Appellant,

3 v.

4 AIRBNB, INC. *et al.*,

5 Appellee.

\* IN THE

\* CIRCUIT COURT OF

\* BALTIMORE CITY

\* CASE NO.: 24-C-19-001836 AN

6 \* \* \* \* \*

7 **DECLARATION OF KYLE MILLER IN SUPPORT OF APPELLEE'S MOTION IN**  
8 **OPPOSITION TO APPELLANT'S REQUEST FOR LEAVE TO AMEND**  
9 **COMPLAINT AND FOR CONVERSION OF MATTER TO RECORD APPEAL,**  
10 **MOTION TO DISMISS APPELLANT'S DE NOVO APPEAL AND, IN THE**  
11 **ALTERNATIVE, MOTION TO COMPEL ARBITRATION**

12 I, KYLE MILLER, hereby declare as follows:

13 1. I am over the age of 18 and am not a party to this litigation. I am currently  
14 employed by Airbnb Inc. ("Airbnb") as a Product Manager, and I maintain an office at 888  
15 Brannan Street, San Francisco, California 94103. As an Airbnb Product Manager, I work with,  
16 and am familiar with, the computer code that generates the Platform and website pages  
17 maintained by Airbnb including, but not limited to, the parts of the code that display Airbnb's  
18 account sign-up screens and the subsequent events that require user assent or consent ("Consent  
19 Events") on both computer and mobile devices (the "Code"). I am also familiar with the manner  
20 in which Airbnb maintains its records of user assent and account creation in the ordinary course  
21 of its business, as well as the manner in which Airbnb regularly maintains records pertaining to  
22 bookings made through the Airbnb online platform. I have personal knowledge of the facts set  
23 forth below except those facts set forth upon information and belief. As to those facts, I believe  
24 them to be true. If called as a witness, I could and would testify competently to the facts herein.  
25 I am authorized to provide this Declaration on Airbnb's behalf, and I submit this Declaration in  
26 support of Airbnb's Motion to Compel Arbitration and Stay Proceeding.

*The Airbnb Platform*

1  
2 2. Airbnb provides an online platform that connects third-parties who wish to offer  
3 their unique accommodations (called "Hosts") with third-party travelers seeking to book  
4 accommodations (called "Guests"). The platform is accessible online at <http://www.airbnb.com>  
5 and via mobile applications. As the Terms of Service explain, Hosts are responsible for listing  
6 their accommodations on the platform, and they alone decide whether, to whom, when, and on  
7 what material terms they will offer or book their accommodations. Agreements for bookings are  
8 between Hosts and Guests directly, and Airbnb is not a party to the booking transactions or any  
9 agreements between Hosts and Guests. Airbnb does not own or control the accommodations that  
10 Hosts list on the platform, and Airbnb does not operate, manage or otherwise have any interest  
11 in, or grant any interest in, properties that Hosts list on the platform.

12 3. Airbnb operates a global platform and has users in all fifty states. Users can access  
13 the Airbnb platform through the internet from anywhere in the United States. Guests can make  
14 reservations with Hosts offering accommodations in all fifty states. For example, a Host in  
15 Arlington, Virginia, can decide to offer an accommodation for booking on the Airbnb platform  
16 to a Guest visiting from Kansas City, Missouri.

17 4. I am familiar with Airbnb's policies and procedures for the maintenance of its  
18 Code, which determines the user interface presentation and the behavior of the Airbnb Platform.  
19 The Code is primarily written in a combination of HTML, CSS, JavaScript and Ruby on Rails,  
20 each of which are programming languages with which I am familiar. The Code controls the  
21 format of the screens presented to users when they assent to Airbnb's Terms of Service. The  
22 Code also causes the dates and times of users' initial assent to each version of the Terms of  
23 Service to be recorded automatically in Airbnb's database in the ordinary course of business at  
24 or near the time of the assent. I have personally reviewed archived and live portions of the Code  
25 relating to the sign-up screens and Consent Events Airbnb uses, as discussed below. I have also  
26 reviewed Airbnb's business records pertaining to the account associated with the user name



1 Jeannette Belliveau ("Ms. Belliveau") and associated with the email address  
2 amateursguide@gmail.com. I have confirmed that Ms. Belliveau consented to multiple versions  
3 of Airbnb's Terms of Service.

4 *Consent to the Terms of Service*

5 5. At all times relevant to this litigation, Airbnb users, including Ms. Belliveau, were  
6 required to agree to the then-current Terms of Service (among other agreements) before they  
7 could create an Airbnb account, list or book an accommodation via the Airbnb platform, or send  
8 messages via the Airbnb platform.

9 6. Prospective users who sought to transact using the Airbnb platform were first  
10 required to proceed through Airbnb's account creation process. At all times relevant to this  
11 litigation, when a user signed up for an Airbnb account, that user was required to press a button  
12 to affirmatively indicate her agreement to the Airbnb Terms of Service and, depending on the  
13 time of sign-up, certain other policies. The Terms of Service and other applicable policies were  
14 visibly hyperlinked, and the user was given an opportunity to review the terms before agreeing  
15 to create an account. Thus, prospective users were notified about the Terms of Service; had the  
16 opportunity to review the Terms of Service; and indicated their agreement to be bound by the  
17 Terms of Service for as long as they continued using Airbnb's platform, website, and services in  
18 the process of signing up for an Airbnb account.

19 7. Thereafter, when Airbnb updated its Terms of Service, it required its account  
20 holders to affirmatively indicate their agreement to the updated Terms of Service as a condition  
21 of their continued use of the Airbnb platform, website, and services. In order to inform users of  
22 an update before the update became effective, Airbnb sent an email to the email address  
23 associated with each of its current account holders to notify them of the impending update and  
24 provide them with an opportunity to preview the updated Terms of Service by clicking on a  
25 hyperlink in the email. Then, as I have confirmed based on the archived Code, the first time  
26

1 account holders logged in to their Airbnb accounts after the effective date of the updated Terms  
2 of Service, they were presented with that updated Terms of Service, either in a scroll-box or via  
3 a hyperlink, and were required to affirmatively click an electronic button indicating their  
4 agreement to continue to be bound by the updated Terms of Service. The button account holders  
5 clicked was accompanied by text indicating that they were accepting the updated Terms of  
6 Service and other applicable policies. Users were required to click this button before they were  
7 able to continue using Airbnb's services or transact with other users via their Airbnb account.  
8 Following a Consent Event, Airbnb does not allow existing users to log in, interact with other  
9 users, create a listing, or book a reservation using the Airbnb platform until after they indicate  
10 their acceptance of the updated Terms of Service.

11 8. In addition, Airbnb's current Terms of Service are available by hyperlink on  
12 Airbnb's homepage, [www.airbnb.com](http://www.airbnb.com), and directly at [www.airbnb.com/terms](http://www.airbnb.com/terms). The current  
13 Terms of Service are publicly available—no Airbnb account is required to access them.

14 *Jeannette Belliveau Consented to the Terms of Service*

15 9. I have reviewed Airbnb's business records associated with the account of  
16 Jeannette Belliveau. The business records that I reviewed are all regularly maintained in the  
17 ordinary course of Airbnb's business and were made at or near the time of the events, conditions,  
18 or occurrences they describe. The business records showing the date that Ms. Belliveau created  
19 an account and each date upon which she consented to updated versions of the Terms of Service  
20 are attached hereto as **Exhibits A and B**, respectively, and incorporated here by this reference.  
21 Based on my review of Airbnb's business records associated with this account, and as reflected  
22 in **Exhibits A and B**, Ms. Belliveau created an account on December 20, 2013 and consented to  
23 the Terms of Service on that date. As further reflected in **Exhibit A**, the user created the account  
24 using a desktop browser and thus would have been presented with the account creation flow  
25 described in paragraph 10 below.  
26

1           10. Attached hereto as **Exhibits C and D**, and incorporated herein by this reference  
2 is a true and correct copy of the initial and second sign-up screens that users would have seen  
3 when they created an account on December 20, 2013 through a web  
4 browser. As **Exhibit C** illustrates, the users were presented with two click button options: "Sign  
5 up with Facebook" and "Sign up with Email." As **Exhibit C** further illustrates, the text  
6 immediately below the three click buttons states, "By signing up, I agree to Airbnb's Terms of  
7 Service..." and certain other policies. The phrase "Terms of Service" and the other policies were  
8 off-set in blue type and hyperlinked so the user could click to read the full documents. A true  
9 and correct copy of the second sign-up screen presented to users on December 20, 2013 after  
10 they clicked "Sign up with Email" is attached hereto as **Exhibit D**. As **Exhibit D** illustrates, the  
11 TOS was again hyperlinked in blue type in close proximity to the sign-up buttons.

12           11. Airbnb periodically updates its Terms of Service. When it does, Airbnb requires  
13 its account holders to indicate their agreement to the updated Terms of Service before they can  
14 continue to use the Airbnb Platform to transact with other users of Airbnb's website and services.  
15 As explained in paragraph 7 above, every time Airbnb updates the Terms of Service, it sends an  
16 email to the email addresses associated with existing account holders accounts to notify them of  
17 the change and provide them with information and an opportunity to review the updated terms  
18 directly by clicking on the hyperlink provided in the email.

19           12. **Exhibits A and B** confirm that, on December 20, 2013, Ms. Belliveau created her  
20 account and agreed to the Terms of Service by going through a process on a desktop browser  
21 substantially similar to that described in paragraph 10 above, that she was presented with the  
22 sign-up flow identical or substantially similar to that contained in **Exhibits C through D**, and  
23 that she clicked the "Sign up" button at the end of the account creation process indicating her  
24 acceptance of the Terms of Service (Version 2) on that date.

25           13. As previously indicated, Airbnb records the date(s) upon which each user assents  
26 to updated Terms of Service and regularly maintains those records in the ordinary course of its

1 business. Exhibit B confirms that in addition to indicating her agreement to Airbnb's Terms of  
2 Service on December 20, 2013 when she created her account, Ms. Belliveau consented to the  
3 Terms of Service seven (7) additional times; Version 3 on April 30, 2014, Version 4 on August  
4 6, 2015, Version 5 on May 20, 2016, Version 6 on April 8, 2016, Version 7 on September 1,  
5 2017, Version 8 on June 27, 2018, and Version 10 on March 28, 2019. A true and correct copy  
6 of Version 8 of the Terms of Service, to which Ms. Belliveau agreed on June 27, 2018, and which  
7 were the effective Terms of Service in August 2018, is attached hereto as Exhibit E. A true and  
8 correct copy of the current Terms of Service (Version 10) which Ms. Belliveau agreed to on  
9 March 28, 2019, is available on Airbnb's website at [www.airbnb.com/terms](http://www.airbnb.com/terms) and is attached  
10 hereto as Exhibit F.

11 I affirm under penalty of perjury under the laws of the State of California that the contents  
12 of this document are true and correct to the best of my knowledge, information, and belief.  
13 Executed this 30th day of April, 2019, at San Francisco, California United States of America.

14  
15  
16 By

  
KYLE MILLER

# Exhibit 1-A

id_user	first_name	last_name	email	dim_country	dim_language	dim_locale	ds_account_created
10722046	jeannette	Belliveau	amateursguide@gmail.com	US	en	en	12/20/13

dim_signup_method	dim_signup_app	dim_signup_device_type	dim_signup_browser
basic	Web Desktop	Mac Desktop	Chrome

# Exhibit 1-B



id	first_name	last_name	email	action	current_tos	ts
10722046	Jeannette	Belliveau	amateursguide@gmail.com	update	10	2019-03-28 20:43:39
10722046	Jeannette	Belliveau	amateursguide@gmail.com	update	8	2018-06-27 20:41:26
10722046	Jeannette	Belliveau	amateursguide@gmail.com	update	7	2017-09-01 17:33:35
10722046	Jeannette	Belliveau	amateursguide@gmail.com	update	6	2016-12-08 02:01:16
10722046	Jeannette	Belliveau	amateursguide@gmail.com	update	5	2016-05-20 14:23:45
10722046	Jeannette	Belliveau	amateursguide@gmail.com	update	4	2015-08-06 01:54:35
10722046	Jeannette	Belliveau	amateursguide@gmail.com	update	3	2014-04-30 15:30:04
10722046	Jeannette	Belliveau	amateursguide@gmail.com	update	2	2013-12-20 04:59:50.0

# Exhibit 1-C

**Sign up**



**Sign up with Facebook**

**OR**

**Sign up with Email**

**By signing up, I agree to Airbnb's Terms of Service, Privacy Policy, Guest Refund Policy, and Host Guarantee Terms.**

**Already an Airbnb member? Log in**

# Exhibit 1-D

## Sign up



Sign up with Facebook



First name



Last name



Email Address



Password



Confirm Password



☒ Tell me about Airbnb news

By signing up, I agree to Airbnb's Terms of Service, Privacy Policy, Guest Refund Policy, and Host Guarantee Terms.

Sign up

Already an Airbnb member? Log in

# Exhibit 1-E

# Updated Terms of Service

We've recently updated our: (1) Terms of Service, (2) Payments Terms of Service, and (3) Privacy Policy (collectively, "**Terms**"). If you signed up for an account prior to April 16, 2018, we'll ask you to agree to the new Terms of Service and Payments Terms of Service when you use Airbnb on or after June 27, 2018; until June 27, 2018 the prior Terms of Service and Payments Terms of Service will continue to apply to you. The updated Privacy Policy will automatically come into effect for all existing users on May 25, 2018. Your continued use of the Airbnb Platform from that day on will be subject to the new Privacy Policy. Please read these Terms carefully. If you signed up for an account on or after April 16, 2018, the updated Terms apply to you. Learn more about what's changing

## Terms of Service

Please read these **Terms of Service** carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Airbnb Platform, you agree to comply with and be bound by these **Terms of Service**.

Please note: Section 19 of these **Terms of Service** contains an arbitration clause and class action waiver that applies to all Airbnb Members. If your **Country of Residence** (as defined below) is the United States, this provision applies to all disputes with Airbnb. If your **Country of Residence** is outside of the United States, this provision applies to any action you bring against Airbnb in the United States. It affects how disputes with Airbnb are resolved. By accepting these **Terms of Service**, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

Last Updated: April 16, 2018

Thank you for using Airbnb!

These **Terms of Service** ("**Terms**") constitute a legally binding agreement ("**Agreement**") between you and Airbnb (as defined below) governing your access to and use of the Airbnb website, including any subdomains thereof, and any other websites through which Airbnb makes its services available (collectively, "**Site**"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "**Application**") and all associated services (collectively, "**Airbnb Services**"). The Site, Application and Airbnb Services together are hereinafter collectively referred to as the "**Airbnb Platform**". Our Host Guarantee Terms, Guest Refund Policy, Nondiscrimination Policy and other Policies applicable to your use of the Airbnb Platform are incorporated by reference into this Agreement.

When these **Terms** mention "**Airbnb**," "**we**," "**us**," or "**our**," it refers to the Airbnb company you are contracting with. Your contracting entity will generally be determined based on your **Country of Residence**. Your "**Country of Residence**" is the jurisdiction associated with your Airbnb Account as determined by either your express selection or by Airbnb's assessment of your residence using various data attributes associated with your Airbnb Account.

- If your **Country of Residence** is the United States, you are contracting with Airbnb, Inc., 888 Brannan Street, 4th Floor, San Francisco, CA 94103, United States.
- If your **Country of Residence** is outside of the United States, the People's Republic of China (which for purposes of these **Terms** does not include Hong Kong, Macau and Taiwan) (hereinafter "**China**") and Japan, you are contracting with Airbnb Ireland UC ("**Airbnb Ireland**"). The Watermarque Building, South Lotts Road, Ringsend, Dublin 4, Ireland.
- If your **Country of Residence** is China, you are contracting with Airbnb Internet (Beijing) Co., Ltd. ("**Airbnb China**") except where you book a Host Service (as defined below) or when you create a Listing located outside of China, in which case you are contracting with Airbnb Ireland for that transaction.
- If your **Country of Residence** is Japan, you are contracting with Airbnb Global Services Limited ("**Airbnb GSL**"), 25-28 North Wall Quay, Dublin 1, D01 H104, Ireland, except where you book a Host Service (as defined below) or when you create a Listing located outside of Japan, in which case you are contracting with Airbnb Ireland for that transaction. Additionally, if your contracting entity is Airbnb GSL, you will nevertheless contract with Airbnb Ireland for all bookings confirmed prior to June 13, 2018 at 3:00 pm UTC.

If you change your **Country of Residence**, the Airbnb company you contract with will be determined by your new **Country of Residence** as specified above, from the date on which your **Country of Residence** changes.

Our collection and use of personal information in connection with your access to and use of the Airbnb Platform is described in our Privacy Policy.

Any and all payment processing services through or in connection with your use of the Airbnb Platform ("**Payment Services**") are provided to you by one or more Airbnb Payments entities (individually and collectively, as appropriate, "**Airbnb Payments**") as set out in the Payments Terms of Service ("**Payments Terms**").

Hosts alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and Host Services. For example, some cities have laws that restrict their ability to host paying guests for short periods or provide certain Host Services. In many cities, Hosts may have to register, get a permit or obtain a license before providing certain Host Services (such as preparing food, serving alcohol for sale, guiding tours or operating a vehicle). Hosts are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Host Services they offer. Certain types of Host Services may be prohibited altogether. Penalties may include fines or other enforcement. We provide some information in our Help Center to help you identify some of the obligations that apply to you. If you have questions about how local laws apply to your Listing(s) and Host Service(s) on Airbnb, you should always seek legal guidance.

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## 1. Scope of Airbnb Services

1.1 The Airbnb Platform is an online marketplace that enables registered users ("**Members**") and certain third parties who offer services (Members and third parties who offer services are "**Hosts**" and the services they offer are "**Host Services**") to publish such Host Services on the Airbnb Platform ("**Listings**") and to communicate and transact directly with Members that are seeking to book such Host Services (Members using Host Services are "**Guests**"). Host Services may include the offering of vacation or other properties for use ("**Accommodations**"), single or multi-day activities in various categories ("**Experiences**"), access to unique events and locations ("**Events**"), and a variety of other travel and non-travel related services.

1.2 As the provider of the Airbnb Platform, Airbnb does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Host Services, nor is Airbnb an organiser or retailer of travel packages under Directive (EU) 2015/2302. Hosts alone are responsible for their Listings and Host Services. When Members make or accept a booking, they are entering into a contract directly with each other. Airbnb is not and does not become a party to or other participant in any contractual relationship between Members, nor is Airbnb a real estate broker or insurer. Airbnb is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms.

1.3 While we may help facilitate the resolution of disputes, Airbnb has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Airbnb does not endorse any Member, Listing or Host Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Airbnb about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to stay in an Accommodation, participate in an Experience or Event



or use other Host Services, accept a booking request from a Guest, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by Airbnb of any Host or Listing.

1.4 If you choose to use the Airbnb Platform as a Host or Co-Host (as defined below), your relationship with Airbnb is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Airbnb for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Airbnb. Airbnb does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the Host Services. You acknowledge and agree that you have complete discretion whether to list Host Services or otherwise engage in other business or employment activities.

1.5 To promote the Airbnb Platform and to increase the exposure of Listings to potential Guests, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages. Airbnb cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The Airbnb Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

1.6 The Airbnb Platform may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Airbnb is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Airbnb of such Third-Party Services.

1.7 Due to the nature of the Internet, Airbnb cannot guarantee the continuous and uninterrupted availability and accessibility of the Airbnb Platform. Airbnb may restrict the availability of the Airbnb Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Airbnb Platform. Airbnb may improve, enhance and modify the Airbnb Platform and introduce new Airbnb Services from time to time.

## **2. Eligibility, Using the Airbnb Platform, Member Verification**

2.1 You must be at least 18 years old and able to enter into legally binding contracts to access and use the Airbnb Platform or register an Airbnb Account. By accessing or using the Airbnb Platform you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.

2.2 You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Host Service(s) are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

2.3 Airbnb may make access to and use of the Airbnb Platform, or certain areas or features of the Airbnb Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member's booking and cancellation history.

2.4 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.5 The access to or use of certain areas and features of the Airbnb Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Airbnb Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

2.6 If you access or download the Application from the Apple App Store, you agree to Apple's Licensed Application End User License Agreement. Some areas of the Airbnb Platform implement 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.

## **3. Modification of these Terms**

Airbnb reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Airbnb Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Airbnb Platform will constitute acceptance of the revised Terms.

#### 4. Account Registration

4.1 You must register an account ("**Airbnb Account**") to access and use certain features of the Airbnb Platform, such as publishing or booking a Listing. If you are registering an Airbnb Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register an Airbnb Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google ("**SNS Account**"). You have the ability to disable the connection between your Airbnb Account and your SNS Account at any time, by accessing the "Settings" section of the Airbnb Platform.

4.3 You must provide accurate, current and complete information during the registration process and keep your Airbnb Account and public Airbnb Account profile page information up-to-date at all times.

4.4 You may not register more than one (1) Airbnb Account unless Airbnb authorizes you to do so. You may not assign or otherwise transfer your Airbnb Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your Airbnb Account credentials and may not disclose your credentials to any third party. You must immediately notify Airbnb if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Airbnb Account. You are liable for any and all activities conducted through your Airbnb Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

4.6 Airbnb may enable features that allow you to authorize other Members or certain third parties to take certain actions that affect your Airbnb Account. For example, we may allow eligible Members or certain third parties to book Listings on behalf of other Members, or we may allow Hosts to add other Members as Co-Hosts (as defined below) to help manage their Listings. These features do not require that you share your credentials with any other person. No third party is authorized by Airbnb to ask for your credentials, and you shall not request the credentials of another Member.

#### 5. Content

5.1 Airbnb may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Airbnb Platform ("**Member Content**"); and (ii) access and view Member Content and any content that Airbnb itself makes available on or through the Airbnb Platform, including proprietary Airbnb content and any content licensed or authorized for use by or through Airbnb from a third party ("**Airbnb Content**" and together with Member Content, "**Collective Content**").

5.2 The Airbnb Platform, Airbnb Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the Airbnb Platform and Airbnb Content, including all associated intellectual property rights, are the exclusive property of Airbnb and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Airbnb Platform, Airbnb Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Airbnb used on or in connection with the Airbnb Platform and Airbnb Content are trademarks or registered trademarks of Airbnb in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Airbnb Platform, Airbnb Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Airbnb Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Airbnb or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, Airbnb grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the Airbnb Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the Airbnb Platform, you grant to Airbnb a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Airbnb Platform, in any media or platform. Unless you provide specific consent, Airbnb does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 Airbnb may offer Hosts the option of having professional photographers take photographs of their Host Services, which are made available by the photographer to Hosts to include in their Listings with or without a watermark or tag bearing the words "Airbnb.com Verified Photo" or similar wording ("**Verified Images**"). You are responsible for ensuring that your Host Service is accurately represented in the Verified Images and you will stop using the Verified Images on or through the Airbnb Platform if they no longer accurately represent your Listing, if you stop hosting the Host Service featured, or if your Airbnb Account is terminated or suspended for any reason. You acknowledge and agree that Airbnb shall have the right to use any Verified Images for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Where Airbnb is not the exclusive owner of Verified Images, by using such Verified Images on or through the Airbnb Platform, you grant to Airbnb an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such Verified Images for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Airbnb in turn grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use Verified Images outside of the Airbnb Platform solely for your personal and non-commercial use.

5.7 You are solely responsible for all Member Content that you make available on or through the Airbnb Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Airbnb Platform or you have all rights, licenses, consents and releases that are necessary to grant to Airbnb the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Airbnb's use of the Member Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.8 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates Airbnb's Content Policy or any other Airbnb policy. Airbnb may, without prior notice, remove or disable access to any Member Content that Airbnb finds to be in violation of these Terms or Airbnb's then-current Policies or Standards, or otherwise may be harmful or objectionable to Airbnb, its Members, third parties, or property.

5.9 Airbnb respects copyright law and expects its Members to do the same. If you believe that any content on the Airbnb Platform infringes copyrights you own, please notify us in accordance with our Copyright Policy.

## 6. Service Fees

6.1 Airbnb may charge fees to Hosts ("**Host Fees**") and/or Guests ("**Guest Fees**") (collectively, "**Service Fees**") in consideration for the use of the Airbnb Platform. More information about when Service Fees apply and how they are calculated can be found on our Service Fees page.

6.2 Any applicable Service Fees (including any applicable Taxes) will be displayed to a Host or Guest prior to publishing or booking a Listing. Airbnb reserves the right to change the Service Fees at any time, and will provide Members adequate notice of any fee changes before they become effective.

6.3 You are responsible for paying any Service Fees that you owe to Airbnb. The applicable Service Fees (including any applicable Taxes) are collected by Airbnb Payments. Airbnb Payments will deduct any Host Fees from the Listing Fee before remitting the payout to the Host. Any Guest Fees are included in the Total Fees collected by Airbnb Payments. Except as otherwise provided on the Airbnb Platform, Service Fees are non-refundable.

## 7. Terms specific for Hosts

## 7.1 Terms applicable to all Listings

7.1.1 When creating a Listing through the Airbnb Platform you must (i) provide complete and accurate information about your Host Service (such as listing description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as house rules) and requirements that apply (such as any minimum age, proficiency or fitness requirements for an Experience) and (iii) provide any other pertinent information requested by Airbnb. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

7.1.2 You are solely responsible for setting a price (including any Taxes if applicable, or charges such as cleaning fees) for your Listing ("**Listing Fee**"). Once a Guest requests a booking of your Listing, you may not request that the Guest pays a higher price than in the booking request.

7.1.3 Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Terms or the relevant cancellation policy for your Listing.

7.1.4 Airbnb may enable certain Hosts to participate in its "**Open Homes Program**." The Open Homes Program enables Hosts to provide Listings to certain Guests, such as refugees or evacuees, for free. You acknowledge that if you choose to participate in the Open Homes Program, your ability to restrict your Listing to certain Guests, such as Guests with previous positive Reviews, may be limited.

7.1.5 Pictures, animations or videos (collectively, "**Images**") used in your Listings must accurately reflect the quality and condition of your Host Services. Airbnb reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.

7.1.6 The placement and ranking of Listings in search results on the Airbnb Platform may vary and depend on a variety of factors, such as Guest search parameters and preferences, Host requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of Host Service, and/or ease of booking.

7.1.7 When you accept or have pre-approved a booking request by a Guest, you are entering into a legally binding agreement with the Guest and are required to provide your Host Service(s) to the Guest as described in your Listing when the booking request is made. You also agree to pay the applicable Host Fee and any applicable Taxes.

7.1.8 Airbnb recommends that Hosts obtain appropriate insurance for their Host Services. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest has booked for, if applicable) while staying at your Accommodation or participating in your Experience, Event or other Host Service.

## 7.2 Listing Accommodations

7.2.1 Unless expressly allowed by Airbnb, you may not list more than one Accommodation per Listing.

7.2.2 If you choose to require a security deposit for your Accommodation, you must specify this in your Listing ("**Security Deposit**"). Hosts are not allowed to ask for a Security Deposit after a booking has been confirmed or outside of the Airbnb Platform. Airbnb will use commercially reasonable efforts to address Hosts' requests and claims related to Security Deposits, but Airbnb is not responsible for administering or accepting any claims by Hosts related to Security Deposits.

7.2.3 You represent and warrant that any Listing you post and the booking of, or a Guest's stay at, an Accommodation will (i) not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, or other agreements, and (ii) comply with all applicable laws (such as zoning laws), Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation at your request or invitation, excluding the Guest and any individuals the Guest invites to the Accommodation.

## 7.3 Listing Experiences, Events and other Host Services

Hosts who list Experiences, Events and Host Services other than Accommodations agree to and are subject to the Additional Terms for Experience Hosts.

## 7.4 Co-Hosts

7.4.1 Airbnb may enable Hosts to authorize other Members ("**Co-Hosts**") to administer the Host's Listing(s), and to bind the Host and take certain actions in relation to the Listing(s) as permitted by the Host, such as accepting booking requests,

messaging and welcoming Guests, and updating the Listing Fee and calendar availability (collectively, **"Co-Host Services"**). Any agreement formed between Host and Co-Host may not conflict with these Terms, the Payments Terms, or any other Policies applicable to your Host Service(s). Co-Hosts may only act in an individual capacity and not on behalf of a company or other organization, unless expressly authorized by Airbnb. Airbnb reserves the right, in our sole discretion, to limit the number of Co-Hosts a Host may invite for each Listing and to limit the number of Listings a Co-Host may manage.

7.4.2 Hosts and Co-Hosts may agree on a fee (**"Co-Host Services Fee"**) in consideration for the Co-Host Services provided by the Co-Host. When such an agreement is made, the Host agrees to pay the Co-Host Services Fee for any confirmed booking of their Listing, which will be deducted directly from the Listing Fee after deduction of any applicable Host Fee. In addition, Hosts may instruct a Co-Host to provide certain one-time services in relation to their Listing. Hosts can pay Co-Hosts for one-time services and any other expenses using the Resolution Center. Airbnb Payments will process all Co-Host Services Fees and Resolution Center payments.

7.4.3 Hosts and Co-Hosts agree that each activity, booking, or other transaction reported on the Airbnb Platform, including any Co-Host Services provided by the Co-Host and any amounts due from a Host to the Co-Host for the provision of such services, will be deemed accurate, correct and binding, unless challenged, by notifying the other person and Airbnb (by emailing [host-exp@airbnb.com](mailto:host-exp@airbnb.com)), within 21 days of posting of the disputed activity, booking or other transaction on the Airbnb Platform.

7.4.4 Hosts should exercise due diligence and care when deciding who to add as a Co-Host to their Listing(s). Hosts remain solely responsible and liable for any and all Listings and Member Content published on the Airbnb Platform, including any Listing created by a Co-Host on their behalf. Further, Hosts remain responsible and liable for their own acts and omissions, including, but not limited to, conduct that causes harm or damage to the Co-Host(s). Co-Hosts remain responsible and liable for their own acts and omissions when engaging in their roles and responsibilities as a Co-Host, including, but not limited to, conduct that causes harm or damage to the Host. In addition, both Host and Co-Host are jointly responsible and severally liable for third party claims, including Guest claims, arising from the acts and omissions of the other person as related to hosting activities, communications with Guests, and the provision of any Co-Host Services.

7.4.5 Unless agreed otherwise by Host and Co-Host, Host and Co-Host may terminate the Co-Host agreement at any time. In addition, both Host and Co-Host acknowledge that their Co-hosting relationship will terminate in the event that Airbnb (i) terminates the Co-Host service or (ii) terminates either party's participation in the Co-Host service. When the Co-Host agreement is terminated, the Host will remain responsible for all of the Co-Host's actions prior to the termination, including the responsibility to fulfill any pending or future bookings initiated prior to the termination. When a Member is removed as a Co-Host, that Member will no longer have access to any Host or Guest information related to the applicable Host's Listing(s). In addition, Host agrees to pay Co-Host for all Co-Host Services completed prior to Co-Host's termination within 14 days of Co-Host's termination via the Resolution Center. A Co-Host will not be entitled to any fees for any Co-Host Services that have not been completed prior to the Co-Host's termination.

7.4.6 As a Co-Host, you will not be reviewed by Guests, meaning that your Co-Host activities will not affect your Reviews or Ratings for other Listings for which you are a Host. Instead, the Host of such Listing(s) will be reviewed by Guests (including potentially on the basis of the Co-Host's conduct and performance). Hosts acknowledge that Reviews and Ratings from Guests for their Listing(s) may be impacted by a Co-Host's conduct and performance.

## 8. Terms specific for Guests

### 8.1 Terms applicable to all bookings

8.1.1 Subject to meeting any requirements (such as completing any verification processes) set by Airbnb and/or the Host, you can book a Listing available on the Airbnb Platform by following the respective booking process. All applicable fees, including the Listing Fee, Security Deposit (if applicable), Guest Fee and any applicable Taxes (collectively, **"Total Fees"**) will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your Airbnb Account.

8.1.2 Upon receipt of a booking confirmation from Airbnb, a legally binding agreement is formed between you and your Host, subject to any additional terms and conditions of the Host that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. Airbnb Payments will collect the Total Fees at the time of the booking request or upon the Host's confirmation pursuant to the Payments Terms. For certain bookings, Guests may be required to pay or have the option to pay in multiple installments.

8.1.3 If you book a Host Service on behalf of additional guests, you are required to ensure that every additional guest meets any requirements set by the Host, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Host. If you are booking for an additional guest who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Minors may only participate in an Experience, Event or other Host Service if accompanied by an adult who is responsible for them.

8.1.4 Airbnb may enable a Guest who is booking a Listing on behalf of one or more additional guests (the "**Organizer**") to split the payment of the Total Fees for an eligible booking on a pro-rata basis between the Organizer and at least one other additional guest (each a "**Co-Payer**") (the "**Group Payment Service**"). In order to participate in the Group Payment Service, each Co-Payer must have or register an Airbnb Account prior to making a payment. All payments via the Group Payment Service are handled by Airbnb Payments and are subject to the Group Payment Terms of Service.

## 8.2 Booking Accommodations

8.2.1 You understand that a confirmed booking of an Accommodation ("**Accommodation Booking**") is a limited license granted to you by the Host to enter, occupy and use the Accommodation for the duration of your stay, during which time the Host (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation, in accordance with your agreement with the Host.

8.2.2 You agree to leave the Accommodation no later than the checkout time that the Host specifies in the Listing or such other time as mutually agreed upon between you and the Host. If you stay past the agreed upon checkout time without the Host's consent ("**Overstay**"), you no longer have a license to stay in the Accommodation and the Host is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by the Host, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee of up to two (2) times the average nightly Listing Fee originally paid by you to cover the inconvenience suffered by the Host, plus all applicable Guest Fees, Taxes, and any legal expenses incurred by the Host to make you leave (collectively, "**Overstay Fees**"). Overstay Fees for late checkouts on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by the Host as a result of such Overstay. If you Overstay at an Accommodation, you authorize Airbnb (via Airbnb Payments) to charge you to collect Overstay Fees. A Security Deposit, if required by a Host, may be applied to any Overstay Fees due for a Guest's Overstay.

## 8.3 Booking Experiences, Events and other Host Services

8.3.1 You should carefully review the description of any Experience, Event or other Host Service you intend to book to ensure you (and any additional guests you are booking for) meet any minimum age, proficiency, fitness or other requirements which the Host has specified in their Listing. At your sole discretion you may want to inform the Host of any medical or physical conditions, or other circumstances that may impact your and any additional guest's ability to participate in any Experience, Event or other Host Service. In addition, certain laws, like the minimum legal drinking age in the location of the Experience, Event or other Host Service, may also apply. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in an Experience, Event or other Host Service.

8.3.2 Before and during an Experience, Event or other Host Service you must at all times adhere to the Hosts' instructions.

8.3.3 You may not bring any additional individuals to an Experience, Event or other Host Service unless such an individual was added by you as an additional guest during the booking process on the Airbnb Platform.

## 8.4 Airbnb Travel Credits

Airbnb Travel Credits may be redeemed for eligible bookings via the Airbnb Platform as specified in the terms and conditions provided with the Travel Credit. You may only redeem Airbnb Travel Credits after the Airbnb Travel Credits are reflected in your Airbnb Account.

## 9. Booking Modifications, Cancellations and Refunds, Resolution Center

9.1 Hosts and Guests are responsible for any modifications to a booking that they make via the Airbnb Platform or direct Airbnb customer service to make ("**Booking Modifications**"), and agree to pay any additional Listing Fees, Host Fees or Guest Fees and/or Taxes associated with such Booking Modifications.

9.2 Guests can cancel a confirmed booking at any time pursuant to the Listing's cancellation policy, and Airbnb Payments will refund the amount of the Total Fees due to the Guest in accordance with such cancellation policy. Unless extenuating circumstances exist, any portion of the Total Fees due to the Host under the applicable cancellation policy will be remitted to the Host by Airbnb Payments pursuant to the Payments Terms.

9.3 If a Host cancels a confirmed booking, the Guest will receive a full refund of the Total Fees for such booking within a commercially reasonable time of the cancellation. In some instances, Airbnb may allow the Guest to apply the refund to a new booking, in which case Airbnb Payments will credit the amount against the Guest's subsequent booking at the Guest's direction. Further, Airbnb may publish an automated review on the Listing cancelled by the Host indicating that a booking was cancelled. In addition, Airbnb may (i) keep the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Host has a valid reason for cancelling the booking pursuant to Airbnb's Extenuating Circumstances Policy or has legitimate concerns about the Guest's behavior.

9.4 For Experiences, Events and other Host Services, if inclement weather creates an unsafe or uncomfortable scenario for Guests, Hosts may modify or cancel a Host Service. If there is a substantial change in the itinerary or the Host Service needs to be cancelled, Airbnb will work with the Host and/or Guests to provide Guests an alternative date for the Host Service, an appropriate refund or a rebooking.

9.5 In certain circumstances, Airbnb may decide, in its sole discretion, that it is necessary to cancel a confirmed booking and make appropriate refund and payout decisions. This may be for reasons set forth in Airbnb's Extenuating Circumstances Policy or (i) where Airbnb believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to Airbnb, other Members, third parties or property, or (ii) for any of the reasons set out in these Terms.

9.6 If a Guest suffers a Travel Issue pursuant to the Guest Refund Policy, Airbnb may determine, in its sole discretion, to refund the Guest part or all of the Total Fees in accordance with the Guest Refund Policy.

9.7 If, as a Host, your Guest cancels a confirmed booking or Airbnb decides that it is necessary to cancel a confirmed booking, and Airbnb issues a refund to the Guest in accordance with the Guest Refund Policy, Extenuating Circumstances Policy, or other applicable cancellation policy, you agree that in the event you have already been paid, Airbnb Payments will be entitled to recover the amount of any such refund from you, including by subtracting such refund amount out from any future Payouts due to you.

9.8 Except as otherwise set out in these Terms, Members may use the Resolution Center to send or request money for refunds, additional Host Services, Co-Host Services or Damage Claims related to bookings. You agree to pay all amounts sent through the Resolution Center in connection with your Airbnb Account, and Airbnb Payments will handle all such payments.

## 10. Ratings and Reviews

10.1 Within a certain timeframe after completing a booking, Guests and Hosts can leave a public review ("**Review**") and submit a star rating ("**Rating**") about each other. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of Airbnb. Ratings and Reviews are not verified by Airbnb for accuracy and may be incorrect or misleading.

10.2 Ratings and Reviews by Guests and Hosts must be accurate and may not contain any offensive or defamatory language. Ratings and Reviews are subject to Section 5 and must comply with Airbnb's Content Policy and Extortion Policy.

10.3 Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party to write a positive or negative Review about another Member.

10.4 Ratings and Reviews are part of a Member's public profile and may also be surfaced elsewhere on the Airbnb Platform (such as the Listing page) together with other relevant information such as number of bookings, number of cancellations, average response time and other information.

## 11. Damage to Accommodations, Disputes between Members

11.1 As a Guest, you are responsible for leaving the Accommodation (including any personal or other property located at the Accommodation) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Accommodation, excluding the Host (and the individuals the Host invites to the Accommodation, if applicable).

11.2 If a Host claims and provides evidence that you as a Guest have damaged an Accommodation or any personal or other property at an Accommodation ("**Damage Claim**"), the Host can seek payment from you through the Resolution Center. If a Host escalates a Damage Claim to Airbnb, you will be given an opportunity to respond. If you agree to pay the Host, or Airbnb determines in its sole discretion that you are responsible for the Damage Claim, Airbnb Payments will collect any such sums from you and/or against the Security Deposit (if applicable) required to cover the Damage Claim pursuant to the Payments Terms. Airbnb also reserves the right to otherwise collect payment from you and pursue any remedies available to Airbnb in this regard in situations in which you are responsible for a Damage Claim, including, but not limited to, in relation to any payment requests made by Hosts under the Airbnb Host Guarantee.

11.3 Members agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information and take such actions as may be reasonably requested by Airbnb, in connection with any Damage Claims or other complaints or claims made by Members relating to (i) Accommodations or any personal or other property located at an Accommodation (including, without limitation, payment requests made under the Airbnb Host Guarantee), (ii) Experiences, (iii) Co-Host agreements, or (iv) a Group Payment Booking. A Member shall, upon Airbnb's reasonable request and at no cost to the Member, participate in mediation or a similar resolution process with another Member, which process will be conducted by Airbnb or a third party selected by Airbnb or its insurer, with respect to losses for which a Member is requesting payment from Airbnb (including but not limited to payments under the Airbnb Host Guarantee).



11.4 If you are a Guest or a Co-Host, you understand and agree that Airbnb may make a claim under your homeowner's, renter's or other insurance policy related to any damage or loss that you may have caused, or been responsible for, to any personal or other property (including an Accommodation) of the Host (including without limitation amounts paid by Airbnb under the Airbnb Host Guarantee). You agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information as may be reasonably requested by Airbnb, to make a claim under your homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as Airbnb may reasonably request to assist Airbnb in accomplishing the foregoing.

## 12. Rounding off

Airbnb generally supports payment amounts that are payable from or to Guests or Hosts to the smallest unit supported by a given currency (i.e., U.S. cents, Euro cents or other supported currencies). Where Airbnb's third-party payment services provider does not support payments in the smaller unit supported by a given currency, Airbnb may, in its sole discretion, round up or round down amounts that are payable from or to Guests or Hosts to the nearest whole functional base unit in which the currency is denominated (i.e. to the nearest dollar, Euro or other supported currency); for example, Airbnb may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

## 13. Taxes

13.1 As a Host you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes ("**Taxes**").

13.2 Tax regulations may require us to collect appropriate Tax information from Hosts, or to withhold Taxes from payouts to Hosts, or both. If a Host 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, we reserve the right to freeze all payouts, withhold such amounts as required by law, or to do both, until resolution.

13.3 You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where your Accommodation is located may require Taxes to be collected from Guests or Hosts on Listing Fees, 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 Listing Fees set by Hosts, a set amount per day, or other variations, and are sometimes called "transient occupancy taxes," "hotel taxes," "lodging taxes," "city taxes," "room taxes" or "tourist taxes" ("**Occupancy Taxes**").

13.4 In certain jurisdictions, Airbnb may decide in its sole discretion to facilitate collection and remittance of Occupancy Taxes from or on behalf of Guests or Hosts, in accordance these Terms ("**Collection and Remittance**") if such jurisdiction asserts Airbnb or Hosts have an Occupancy Tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, you hereby instruct and authorize Airbnb (via Airbnb Payments) to collect Occupancy Taxes from Guests on the Host's behalf at the time Listing Fees are collected, and to remit such Occupancy Taxes to the Tax Authority. The amount of Occupancy Taxes, if any, collected and remitted by Airbnb will be visible to and separately stated to both Guests and Hosts on their respective transaction documents. Where Airbnb is facilitating Collection and Remittance, Hosts are not permitted to collect any Occupancy Taxes being collected by Airbnb relating to their Accommodations in that jurisdiction.

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

13.6 Airbnb reserves the right, with prior notice to Hosts, to cease the Collection and Remittance in any jurisdiction for any reason at which point Hosts and Guests are once again solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Accommodations in that jurisdiction.

## 14. Prohibited Activities

14.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Airbnb Platform. In connection with your use of the Airbnb Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;
- use the Airbnb Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Airbnb endorsement, partnership or otherwise misleads others as to your



- affiliation with Airbnb;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Airbnb Platform in any way that is inconsistent with Airbnb's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;
- use the Airbnb Platform in connection with the distribution of unsolicited commercial messages ("spam");
- offer, as a Host, any Accommodation that you do not yourself own or have permission to make available as a residential or other property through the Airbnb Platform;
- unless Airbnb explicitly permits otherwise, book any Listing if you will not actually be using the Host Services yourself;
- contact another Member for any purpose other than asking a question related to a your own booking, Listing, or the Member's use of the Airbnb Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;
- use the Airbnb Platform to request, make or accept a booking independent of the Airbnb Platform, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Listing Fees outside of the Airbnb Platform or Airbnb Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Airbnb harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- misuse or abuse any Listings or services associated with the Airbnb Open Homes program as determined by Airbnb in its sole discretion.
- use, display, mirror or frame the Airbnb Platform or Collective Content, or any individual element within the Airbnb Platform, Airbnb's name, any Airbnb trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Airbnb Platform, without Airbnb's express written consent;
- dilute, tarnish or otherwise harm the Airbnb brand in any way, including through unauthorized use of Collective Content, registering and/or using Airbnb or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Airbnb domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Airbnb Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Airbnb or any of Airbnb's providers or any other third party to protect the Airbnb Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Airbnb Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Airbnb Platform;
- export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

14.2 You acknowledge that Airbnb has no obligation to monitor the access to or use of the Airbnb Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the Airbnb Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information and take such actions as may be reasonably requested by Airbnb with respect to any investigation undertaken by Airbnb or a representative of Airbnb regarding the use or abuse of the Airbnb Platform.

14.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Airbnb by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

## 15. Term and Termination, Suspension and other Measures

15.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Airbnb terminate the Agreement in accordance with this provision.

15.2 You may terminate this Agreement at any time by sending us an email. If you cancel your Airbnb Account as a Host, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full refund. If you cancel your Airbnb Account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing's cancellation policy.

15.3 Unless your Country of Residence is the United States, without limiting our rights specified below, Airbnb may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

15.4 Airbnb may immediately, without notice, terminate this Agreement and/or stop providing access to the Airbnb Platform if (i) you have materially breached your obligations under these Terms, the Payments Terms, our Policies or Standards, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Airbnb believes in good faith that such action is reasonably necessary to protect the personal safety or property of Airbnb, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

15.5 In addition, Airbnb may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Airbnb Account registration, Listing process or thereafter, (iv) you and/or your Listings or Host Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Airbnb otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) Airbnb believes in good faith that such action is reasonably necessary to protect the personal safety or property of Airbnb, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content;
- cancel any pending or confirmed bookings;
- limit your access to or use of the Airbnb Platform;
- temporarily or permanently revoke any special status associated with your Airbnb Account;
- temporarily or in case of severe or repeated offenses permanently suspend your Airbnb Account and stop providing access to the Airbnb Platform.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Airbnb and an opportunity to resolve the issue to Airbnb's reasonable satisfaction.

15.6 If we take any of the measures described above (i) we may refund your Guests in full for any and all confirmed bookings that have been cancelled, irrespective of preexisting cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

15.7 When this Agreement has been terminated, you are not entitled to a restoration of your Airbnb Account or any of your Member Content. If your access to or use of the Airbnb Platform has been limited or your Airbnb Account has been suspended or this Agreement has been terminated by us, you may not register a new Airbnb Account or access and use the Airbnb Platform through an Airbnb Account of another Member.

15.8 Unless you reside in Germany, if you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

## 16. Disclaimers

If you choose to use the Airbnb Platform or Collective Content, you do so voluntarily and at your sole risk. The Airbnb Platform and Collective Content is provided "as is", without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the Airbnb Services, laws, rules, or regulations that may be applicable to your Listings and/or Host Services you are receiving and that you are not relying upon any statement of law or fact made by Airbnb relating to a Listing.

If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

You agree that some Experiences, Events, other Host Services, or the Group Payment Service may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. For example, some Host Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Host Services. You assume full responsibility for the choices you make before, during and after your participation in a Host Service or the Group Payment Service. If you are bringing a minor as an additional guest, you are solely responsible for the supervision of that minor throughout the duration of your Host Service and to the maximum extent permitted by law, you agree to release and hold harmless Airbnb from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the Host Service or in any way related to your Host Service.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

## **17. Liability**

**17.1** Unless your Country of Residence is in the EU, you acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Airbnb Platform and Collective Content, your publishing or booking of any Listing via the Airbnb Platform, your stay at any Accommodation, participation in any Experience or Event or use of any other Host Service, participation in the Group Payment Service, or any other interaction you have with other Members whether in person or online remains with you. Neither Airbnb nor any other party involved in creating, producing, or delivering the Airbnb Platform or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the Airbnb Platform or Collective Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the Airbnb Platform, or (iv) from your publishing or booking of a Listing, including the provision or use of a Listing's Host Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Airbnb has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Hosts pursuant to these Terms or an approved payment request under the Airbnb Host Guarantee, in no event will Airbnb's aggregate liability arising out of or in connection with these Terms and your use of the Airbnb Platform including, but not limited to, from your publishing or booking of any Listings via the Airbnb Platform, or from the use of or inability to use the Airbnb Platform or Collective Content and in connection with any Accommodation, Experiences, Event, other Host Service, the Group Payment Service, or interactions with any other Members, exceed the amounts you have paid or owe for bookings via the Airbnb Platform as a Guest in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Host, the amounts paid by Airbnb to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Airbnb and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect Airbnb's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

**17.2** If your Country of Residence is in the EU, Airbnb is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. Airbnb is liable for any negligent breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents. Essential contractual obligations are such duties of Airbnb in whose proper fulfillment you regularly trust and must trust for the proper execution of the contract but the amount shall be limited to the typically occurring foreseeable damage. Any additional liability of Airbnb is excluded.

## **18. Indemnification**

You agree to release, defend (at Airbnb's option), indemnify, and hold Airbnb and its affiliates and subsidiaries, including but not limited to, Airbnb Payments, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the Airbnb Platform or any Airbnb Services, (iii) your interaction with any Member, stay at an Accommodation, participation in an Experience, Event or other Host Service, participation in the Group Payment Service, 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, (iv) Airbnb's Collection and Remittance of Occupancy Taxes, or (v) your breach of any laws, regulations or third party rights.

## **19. Dispute Resolution and Arbitration Agreement**

**19.1** This Dispute Resolution and Arbitration Agreement shall apply if your (i) Country of Residence is in the United States; or (ii) your Country of Residence is not in the United States, but bring any claim against Airbnb in the United States (to the extent not in conflict with Section 21).

**19.2 Overview of Dispute Resolution Process.** Airbnb is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section 19.1 applies: (1) an informal negotiation directly with Airbnb's customer service team, and (2) a binding arbitration administered by the American Arbitration Association ("AAA") using its specially designed Consumer Arbitration Rules (as modified by this Section 19 and except as provided in Section 19.6). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online ([www.adr.org](http://www.adr.org));
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at \$200;
- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

**19.3 Pre-Arbitration Dispute Resolution and Notification.** Prior to initiating an arbitration, you and Airbnb each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Airbnb's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) provided to the other party, as specified in the AAA Rules.

**19.4 Agreement to Arbitrate.** You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement or interpretation thereof, or to the use of the Airbnb Platform, the Host Services, the Group Payment Service, or the Collective Content (collectively, "Disputes") will be settled by binding arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Airbnb agree that the arbitrator will decide that issue.

**19.5 Exceptions to Arbitration Agreement.** You and Airbnb each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

**19.6 Arbitration Rules and Governing Law.** This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879.

**19.7 Modification to AAA Rules - Arbitration Hearing/Location.** In order to make the arbitration most convenient to you, Airbnb agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in San Francisco County; (c) in any other location to which you and Airbnb both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.

**19.8 Modification of AAA Rules - Attorney's Fees and Costs.** You and Airbnb agree that Airbnb will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of \$200 for claims of \$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Airbnb agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA Rules, to recover attorneys' fees and expenses if it prevails in arbitration.

**19.9 Arbitrator's Decision.** The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

**19.10 Jury Trial Waiver.** You and Airbnb acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

**19.11 No Class Actions or Representative Proceedings.** You and Airbnb acknowledge and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and Airbnb both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If this paragraph is held

**unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute.**

**19.12 Severability.** Except as provided in Section 19.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

**19.13 Changes.** Notwithstanding the provisions of Section 3 ("Modification of these Terms"), if Airbnb changes this Section 19 ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Airbnb's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Airbnb in accordance with the provisions of the "Dispute Resolution and Arbitration Agreement" section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

**19.14 Survival.** Except as provided in Section 19.12 and subject to Section 15.8, this Section 19 will survive any termination of these Terms and will continue to apply even if you stop using the Airbnb Platform or terminate your Airbnb Account.

## **20. Feedback**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Airbnb Platform ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact" section of the Airbnb Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## **21. Applicable Law and Jurisdiction**

**21.1** If your Country of Residence is the United States, these Terms will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 19 must be brought in state or federal court in San Francisco, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in San Francisco, California.

**21.2** If your Country of Residence is China these Terms will be interpreted in accordance with the laws of China ("**China Laws**"). Any dispute arising from or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration, provided that this section shall not be construed to limit any rights which Airbnb may have to apply to any court of competent jurisdiction for an order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under China Laws or any other laws that may apply to you. The arbitration proceedings shall be conducted in English. The arbitral award rendered is final and binding upon both parties.

**21.3** If your Country of Residence is outside of the United States and China, these Terms will be interpreted in accordance with Irish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The choice of law does not impact your rights as a consumer according to the consumer protection regulations of your Country of Residence. If you are acting as a consumer, you agree to submit to the non-exclusive jurisdiction of the Irish courts. Judicial proceedings that you are able to bring against us arising from or in connection with these Terms may only be brought in a court located in Ireland or a court with jurisdiction in your place of residence. If Airbnb wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Irish courts.

## **22. General Provisions**

**22.1** Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Airbnb and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Airbnb and you in relation to the access to and use of the Airbnb Platform.

**22.2** No joint venture, partnership, employment, or agency relationship exists between you and Airbnb as a result of this Agreement or your use of the Airbnb Platform.

**22.3** These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

22.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

22.5 Airbnb's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

22.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Airbnb's prior written consent. Airbnb may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

22.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by Airbnb via email, Airbnb Platform notification, or messaging service (including SMS and WeChat). For notices made to Members residing outside of Germany, the date of receipt will be deemed the date on which Airbnb transmits the notice. If your booking is in respect of a Listing in Japan, you agree and acknowledge that such notifications via electronic means in lieu of a written statement, satisfies Airbnb's obligations under Article 59 Paragraph 1 of the Japanese Housing Accommodation Business Act.

22.8 If your Country of Residence is in the EU you can access the European Commission's online dispute resolution platform here: <http://ec.europa.eu/consumers/odr>. Please note that Airbnb Ireland is not committed nor obliged to use an alternative dispute resolution entity to resolve disputes with consumers.

22.9 If you have any questions about these Terms please email us.

# Exhibit 1-F



## Terms of Service



# Updated Terms of Service

We've recently updated our: (1) Terms of Service, (2) Payments Terms of Service, and (3) Privacy Policy (collectively, "**Terms**"). If you signed up for an account prior to January 21, 2019, we'll ask you to agree to the new Terms of Service and Payments Terms of Service when you use Airbnb on or after March 27, 2019; until March 27, 2019 the prior Terms of Service and Payments Terms of Service will continue to apply to you. The updated Privacy Policy will automatically come into effect for all existing users on March 27, 2019. Your continued use of the Airbnb Platform from that day on will be subject to the new Privacy Policy. Please read these Terms carefully. If you signed up for an account on or after January 21, 2019, the updated Terms apply to you. Learn more about what's changing

**If your country of residence is outside of the European Economic Area ("EEA"), your agreement with Airbnb comprises the Terms of Service for Non-European Users.**

**If your country of residence is within the EEA, your agreement with Airbnb comprises the Terms of Service for European Users.**

# Terms of Service

**Please read these Terms of Service ("Terms") carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Airbnb Platform, you agree to comply with and be bound by these Terms.**

**Please note: Section 19 of these Terms contains an arbitration clause and class action waiver that applies to all Airbnb Members. If your country of residence is the United States, this provision applies to all disputes with Airbnb. If your country of residence is outside of the United States, this provision applies to any action you bring against Airbnb in the United States. It affects how disputes with Airbnb are resolved. By accepting these Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.**

Last Updated: January 21, 2019

Thank you for using Airbnb!

These Terms constitute a legally binding agreement ("**Agreement**") between you and Airbnb (as defined below) governing your access to and use of the Airbnb website, including any subdomains thereof, and any other websites through which Airbnb makes its services available (collectively, "**Site**"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "**Application**") and all associated services (collectively, "**Airbnb Services**"). The Site, Application and Airbnb Services together are hereinafter collectively referred to as the



**"Airbnb Platform"**. Our Host Guarantee Terms, Japan Host Insurance Terms, Guest Refund Policy, Nondiscrimination Policy and other Policies applicable to your use of the Airbnb Platform are incorporated by reference into this Agreement.

When these Terms mention **"Airbnb," "we," "us,"** or **"our,"** it refers to the Airbnb company you are contracting with. Your contracting entity will generally be determined based on your country of residence or establishment.

- If your country of residence or establishment is the United States, you are contracting with Airbnb, Inc., 888 Brannan Street, 4th Floor, San Francisco, CA 94103, United States.
- If your country of residence or establishment is outside of the United States, the People's Republic of China (which for purposes of these Terms does not include Hong Kong, Macau and Taiwan) (hereinafter **"China"**), Japan and the European Economic Area, you are contracting with Airbnb Ireland UC (**"Airbnb Ireland"**), The Watermarque Building, South Lotts Road, Ringsend, Dublin 4, Ireland.
- If your country of residence or establishment is in the European Economic Area, you are contracting with Airbnb Ireland UC (**"Airbnb Ireland"**), The Watermarque Building, South Lotts Road, Ringsend, Dublin 4, Ireland and your Agreement with Airbnb is subject to the Terms of Service for European Users.
- If your country of residence or establishment is China, you are contracting with Airbnb Internet (Beijing) Co., Ltd. (**"Airbnb China"**) except where you book a Host Service (as defined below) or when you create a Listing located outside of China, in which case you are contracting with Airbnb Ireland for that transaction.
- If your country of residence or establishment is Japan, you are contracting with Airbnb Global Services Limited (**"Airbnb GSL"**), 25-28 North Wall Quay, Dublin 1, D01 H104, Ireland, except where you book a Host Service (as defined below) or when you create a Listing located outside of Japan, in which case you are contracting with Airbnb Ireland for that transaction.

If you change your country of residence or establishment, the Airbnb company you contract with will be determined by your new country of residence or establishment as specified above, from the date on which your country of residence changes.

Our collection and use of personal information in connection with your access to and use of the Airbnb Platform is described in our Privacy Policy.

Any and all payment processing services through or in connection with your use of the Airbnb Platform (**"Payment Services"**) are provided to you by one or more Airbnb Payments entities (individually and collectively, as appropriate, **"Airbnb Payments"**) as set out in the Payments Terms of Service (**"Payments Terms"**).

Hosts alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and Host Services (as defined below). For example, some cities have laws that restrict their ability to host paying guests for short periods or provide certain Host Services. In many cities, Hosts may have to register, get a permit or obtain a license before providing certain Host Services (such as preparing food, serving alcohol for sale, guiding tours or operating a vehicle). Host are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Host Services they offer. Certain types of Host Services may be prohibited altogether. Penalties may include fines or other enforcement. We provide some information in our Help Center to help you identify some of the obligations that apply to you. If you have questions about how local laws apply to your Listing(s) and Host Service(s) on Airbnb, you should always seek legal guidance.

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## 1. Scope of Airbnb Services

1.1 The Airbnb Platform is an online marketplace that enables registered users ("**Members**") and certain third parties who offer services (Members and third parties who offer services are "**Hosts**" and the services they offer are "**Host Services**") to publish such Host Services on the Airbnb Platform ("**Listings**") and to communicate and transact directly with Members that are seeking to book such Host Services (Members using Host Services are "**Guests**"). Host Services may include the offering of vacation or other properties for use ("**Accommodations**"), single or multi-day activities in various categories ("**Experiences**"), access to unique events and locations ("**Events**"), and a variety of other travel and non-travel related services.

1.2 As the provider of the Airbnb Platform, Airbnb does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Host Services, nor is Airbnb an organiser or retailer of travel packages under Directive (EU) 2015/2302. Hosts alone are responsible for their Listings and Host Services. When Members make or accept a booking, they are entering into a contract directly with each other. Airbnb is not and does not become a party to or other participant in any contractual relationship between Members, nor is Airbnb a real estate broker or insurer. Airbnb is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms.

1.3 While we may help facilitate the resolution of disputes, Airbnb has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Airbnb does not endorse any Member, Listing or Host Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant verification or

Identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Airbnb about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to stay in an Accommodation, participate in an Experience or Event or use other Host Services, accept a booking request from a Guest, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by Airbnb of any Host or Listing.

1.4 If you choose to use the Airbnb Platform as a Host or Co-Host (as defined below), your relationship with Airbnb is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Airbnb for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Airbnb. Airbnb does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the Host Services. You acknowledge and agree that you have complete discretion whether to list Host Services or otherwise engage in other business or employment activities.

1.5 To promote the Airbnb Platform and to increase the exposure of Listings to potential Guests, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages. Airbnb cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The Airbnb Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

1.6 The Airbnb Platform may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Airbnb is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Airbnb of such Third-Party Services.

1.7 Due to the nature of the Internet, Airbnb cannot guarantee the continuous and uninterrupted availability and accessibility of the Airbnb Platform. Airbnb may restrict the availability of the Airbnb Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Airbnb Platform. Airbnb may improve, enhance and modify the Airbnb Platform and introduce new Airbnb Services from time to time.

## **2. Eligibility, Using the Airbnb Platform, Member Verification**

2.1 In order to access and use the Airbnb Platform or register an Airbnb Account you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country you are established and able to enter into legally binding contracts.

2.2 You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Host Service(s) are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not

listed on any U.S. Government list of prohibited or restricted parties.

2.3 Airbnb may make access to and use of the Airbnb Platform, or certain areas or features of the Airbnb Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member's booking and cancellation history.

2.4 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the Identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.5 The access to or use of certain areas and features of the Airbnb Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the Airbnb Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Airbnb Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.

2.6 If you access or download the Application from the Apple App Store, you agree to Apple's Licensed Application End User License Agreement. Some areas of the Airbnb Platform implement 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.

### **3. Modification of these Terms**

Airbnb reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Airbnb Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Airbnb Platform will constitute acceptance of the revised Terms.

### **4. Account Registration**

4.1 You must register an account ("**Airbnb Account**") to access and use certain features of the Airbnb Platform, such as publishing or booking a Listing. If you are registering an Airbnb Account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register an Airbnb Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google ("**SNS Account**"). You have the ability to disable the connection between your Airbnb Account and your SNS Account at any time, by accessing the "Settings" section of the Airbnb Platform.

4.3 You must provide accurate, current and complete information during the registration process and keep your Airbnb Account and public Airbnb Account profile page information up-to-date at all times.

4.4 You may not register more than one (1) Airbnb Account unless Airbnb authorizes you to do so. You may not assign or otherwise transfer your Airbnb Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your Airbnb Account credentials and may not disclose your credentials to any third party. You must immediately notify Airbnb if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Airbnb Account. You are liable for any and all activities conducted through your Airbnb Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

4.6 Airbnb may enable features that allow you to authorize other Members or certain third parties to take certain actions that affect your Airbnb Account. For example, we may enable Members to link their Airbnb Accounts to businesses and take actions for those businesses, we may enable eligible Members or certain third parties to book Listings on behalf of other Members, or we may enable Hosts to add other Members as Co-Hosts (as defined below) to help manage their Listings. These features do not require that you share your credentials with any other person. No third party is authorized by Airbnb to ask for your credentials, and you shall not request the credentials of another Member.

## 5. Content

5.1 Airbnb may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Airbnb Platform ("**Member Content**"); and (ii) access and view Member Content and any content that Airbnb itself makes available on or through the Airbnb Platform, including proprietary Airbnb content and any content licensed or authorized for use by or through Airbnb from a third party ("**Airbnb Content**" and together with Member Content, "**Collective Content**").

5.2 The Airbnb Platform, Airbnb Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the Airbnb Platform and Airbnb Content, including all associated intellectual property rights, are the exclusive property of Airbnb and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Airbnb Platform, Airbnb Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Airbnb used on or in connection with the Airbnb Platform and Airbnb Content are trademarks or registered trademarks of Airbnb in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Airbnb Platform, Airbnb Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Airbnb Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Airbnb or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, Airbnb grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the Airbnb Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the Airbnb Platform, you grant to Airbnb a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Airbnb Platform, in any media or platform. Insofar as Member Content (including Verified Images) includes personal information, such Member Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Unless you provide specific consent, Airbnb does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 Airbnb may offer Hosts the option of having professional photographers take photographs of their Host Services, which are made available by the photographer to Hosts to include in their Listings with or without a watermark or tag bearing the words "Airbnb.com Verified Photo" or similar wording ("**Verified Images**"). You are responsible for ensuring that your Host Service is accurately represented in the Verified Images and you will stop using the Verified Images on or through the Airbnb Platform if they no longer accurately represent your Listing, if you stop hosting the Host Service featured, or if your Airbnb Account is terminated or suspended for any reason. You acknowledge and agree that Airbnb shall have the right to use any Verified Images in accordance with Section 5.5 for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Where Airbnb is not the exclusive owner of Verified Images, by using such Verified Images on or through the Airbnb Platform, you grant to Airbnb an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such Verified Images for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Airbnb in turn grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use Verified Images outside of the Airbnb Platform solely for your personal and non-commercial use.

5.7 You are solely responsible for all Member Content that you make available on or through the Airbnb Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Airbnb Platform or you have all rights, licenses, consents and releases that are necessary to grant to Airbnb the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Airbnb's use of the Member Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.8 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates Airbnb's Content Policy or any other Airbnb policy. Airbnb may, without prior notice, remove or disable access to any Member Content that Airbnb finds to be in violation of applicable law, these Terms or Airbnb's then-current Policies or Standards, or otherwise may be harmful or objectionable to Airbnb, its Members, third parties, or property.

5.9 Airbnb respects copyright law and expects its Members to do the same. If you believe that any content on the Airbnb Platform infringes copyrights you own, please notify us in accordance with our Copyright Policy.

## 6. Service Fees

6.1 Airbnb may charge fees to Hosts ("**Host Fees**") and/or Guests ("**Guest Fees**") (collectively, "**Service Fees**") in consideration for the use of the Airbnb Platform. More information about when Service Fees apply and how they are calculated can be found on our Service Fees page.

6.2 Any applicable Service Fees (including any applicable Taxes) will be displayed to a Host or Guest prior to publishing or booking a Listing. Airbnb reserves the right to change the Service Fees at any time, and will provide Members adequate notice of any fee changes before they become effective. Such fee changes will not affect any bookings made prior to the effective date of the fee change.

6.3 You are responsible for paying any Service Fees that you owe to Airbnb. The applicable Service Fees (including any applicable Taxes) are collected by Airbnb Payments. Airbnb Payments will deduct any Host Fees from the Listing Fee before remitting the payout to the Host. Any Guest Fees are included in the Total Fees collected by Airbnb Payments. Except as otherwise provided on the Airbnb Platform, Service Fees are non-refundable.

## 7. Terms specific for Hosts

### 7.1 Terms applicable to all Listings

7.1.1 When creating a Listing through the Airbnb Platform you must (i) provide complete and accurate information about your Host Service (such as listing description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as house rules) and requirements that apply (such as any minimum age, proficiency or fitness requirements for an Experience) and (iii) provide any other pertinent information requested by Airbnb. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

7.1.2 You are solely responsible for setting a price (including any Taxes if applicable, or charges such as cleaning fees) for your Listing ("**Listing Fee**"). Once a Guest requests a booking of your Listing, you may not request that the Guest pays a higher price than in the booking request.

7.1.3 Any terms and conditions Included in your Listing, in particular in relation to cancellations, must not conflict with these Terms or the relevant cancellation policy for your Listing.

7.1.4 Airbnb may enable certain Hosts to participate in its **"Open Homes Program."** The Open Homes Program enables Hosts to provide Listings to certain Guests, such as refugees or evacuees, for free. You acknowledge that if you choose to participate in the Open Homes Program, your ability to restrict your Listing to certain Guests, such as Guests with previous positive Reviews, may be limited.

7.1.5 Pictures, animations or videos (collectively, **"Images"**) used in your Listings must accurately reflect the quality and condition of your Host Services. Airbnb reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.

7.1.6 The placement and ranking of Listings in search results on the Airbnb Platform may vary and depend on a variety of factors, such as Guest search parameters and preferences, Host requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of Host Service, and/or ease of booking. More information about the factors that determine how your Listing appears in search results can be found on our help center.

7.1.7 When you accept or have pre-approved a booking request by a Guest, you are entering into a legally binding agreement with the Guest and are required to provide your Host Service(s) to the Guest as described in your Listing when the booking request is made. You also agree to pay the applicable Host Fee and any applicable Taxes.

7.1.8 Airbnb recommends that Hosts obtain appropriate insurance for their Host Services. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest has booked for, if applicable) while staying at your Accommodation or participating in your Experience, Event or other Host Service.

## **7.2 Listing Accommodations**

7.2.1 Unless expressly allowed by Airbnb, you may not list more than one Accommodation per Listing.

7.2.2 If you choose to require a security deposit for your Accommodation, you must specify this in your Listing (**"Security Deposit"**). Hosts are not allowed to ask for a Security Deposit (i) after a booking has been confirmed or (ii) outside of the Airbnb Platform.

7.2.3 You represent and warrant that any Listing you post and the booking of, or a Guest's stay at, an Accommodation will (i) not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, or other agreements, and (ii) comply with all applicable laws (such as zoning laws), Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation at your request or invitation, excluding the Guest and any individuals the Guest invites to the Accommodation.

## **7.3 Listing Experiences, Events and other Host Services**

Hosts who list Experiences, Events and Host Services other than Accommodations agree to and are subject to the Additional Terms for Experience Hosts.

## **7.4 Co-Hosts**



7.4.1 Airbnb may enable Hosts to authorize other Members (“**Co-Hosts**”) to administer the Host’s Listing(s), and to bind the Host and take certain actions in relation to the Listing(s) as permitted by the Host, such as accepting booking requests, messaging and welcoming Guests, and updating the Listing Fee and calendar availability (collectively, “**Co-Host Services**”). Any agreement formed between Host and Co-Host may not conflict with these Terms, the Payments Terms, or any other Policies applicable to your Host Service(s). Co-Hosts may only act in an individual capacity and not on behalf of a company or other organization, unless expressly authorized by Airbnb. Airbnb reserves the right, in our sole discretion, to limit the number of Co-Hosts a Host may invite for each Listing and to limit the number of Listings a Co-Host may manage.

7.4.2 Hosts should exercise due diligence and care when deciding who to add as a Co-Host to their Listing(s). Hosts remain solely responsible and liable for any and all Listings and Member Content published on the Airbnb Platform, including any Listing created by a Co-Host on their behalf. Further, Hosts remain responsible and liable for their own acts and omissions, including, but not limited to, conduct that causes harm or damage to the Co-Host(s). Co-Hosts remain responsible and liable for their own acts and omissions when engaging in their roles and responsibilities as a Co-Host, including, but not limited to, conduct that causes harm or damage to the Host. In addition, both Host and Co-Host are jointly responsible and severally liable for third party claims, including Guest claims, arising from the acts and omissions of the other person as related to hosting activities, communications with Guests, and the provision of any Co-Host Services.

7.4.3 Unless agreed otherwise by Host and Co-Host, Host and Co-Host may terminate the Co-Host agreement at any time. In addition, both Host and Co-Host acknowledge that their Co-hosting relationship will terminate in the event that Airbnb (i) terminates the Co-Host service or (ii) terminates either party’s participation in the Co-Host service. When the Co-Host agreement is terminated, the Host will remain responsible for all of the Co-Host’s actions prior to the termination, including the responsibility to fulfill any pending or future bookings initiated prior to the termination. When a Member is removed as a Co-Host, that Member will no longer have access to any Host or Guest information related to the applicable Host’s Listing(s).

7.4.4 As a Co-Host, you will not be reviewed by Guests, meaning that your Co-Host activities will not affect your Reviews or Ratings for other Listings for which you are a Host. Instead, the Host of such Listing(s) will be reviewed by Guests (including potentially on the basis of the Co-Host’s conduct and performance). Hosts acknowledge that Reviews and Ratings from Guests for their Listing(s) may be impacted by a Co-Host’s conduct and performance.

## **8. Terms specific for Guests**

### **8.1 Terms applicable to all bookings**

8.1.1 Subject to meeting any requirements (such as completing any verification processes) set by Airbnb and/or the Host, you can book a Listing available on the Airbnb Platform by following the respective booking process. All applicable fees, including the Listing Fee, Security Deposit (if applicable), Guest Fee and any applicable Taxes (collectively, “**Total Fees**”) will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your Airbnb Account.

8.1.2 Upon receipt of a booking confirmation from Airbnb, a legally binding agreement is formed between you and your Host, subject to any additional terms and conditions of the Host that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. Airbnb Payments will collect the Total Fees at

the time of the booking request or upon the Host's confirmation pursuant to the Payments Terms. For certain bookings, Guests may be required to pay or have the option to pay in multiple installments.

8.1.3 If you book a Host Service on behalf of additional guests, you are required to ensure that every additional guest meets any requirements set by the Host, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Host. If you are booking for an additional guest who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Minors may only participate in an Experience, Event or other Host Service if accompanied by an adult who is responsible for them.

8.1.4 Airbnb may enable a Guest who is booking a Listing on behalf of one or more additional guests (the "**Organizer**") to split the payment of the Total Fees for an eligible booking on a pro-rata basis between the Organizer and at least one other additional guest (each a "**Co-Payer**") (the "**Group Payment Service**"). In order to participate in the Group Payment Service, each Co-Payer must have or register an Airbnb Account prior to making a payment. All payments via the Group Payment Service are handled by Airbnb Payments and are subject to the Group Payment Terms of Service.

## **8.2 Booking Accommodations**

8.2.1 You understand that a confirmed booking of an Accommodation ("**Accommodation Booking**") is a limited license granted to you by the Host to enter, occupy and use the Accommodation for the duration of your stay, during which time the Host (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation, in accordance with your agreement with the Host.

8.2.2 You agree to leave the Accommodation no later than the checkout time that the Host specifies in the Listing or such other time as mutually agreed upon between you and the Host. If you stay past the agreed upon checkout time without the Host's consent ("**Overstay**"), you no longer have a license to stay in the Accommodation and the Host is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by the Host, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee of up to two (2) times the average nightly Listing Fee originally paid by you to cover the inconvenience suffered by the Host, plus all applicable Guest Fees, Taxes, and any legal expenses incurred by the Host to make you leave (collectively, "**Overstay Fees**"). Overstay Fees for late checkouts on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by the Host as a result of such Overstay. If you Overstay at an Accommodation, you authorize Airbnb (via Airbnb Payments) to charge you to collect Overstay Fees. A Security Deposit, if required by a Host, may be applied to any Overstay Fees due for a Guest's Overstay.

## **8.3 Booking Experiences, Events and other Host Services**

8.3.1 You should carefully review the description of any Experience, Event or other Host Service you intend to book to ensure you (and any additional guests you are booking for) meet any minimum age, proficiency, fitness or other requirements which the Host has specified in their Listing. At your sole discretion you may want to inform the Host of any medical or physical conditions, or other circumstances that may impact your and any additional guest's ability to participate in any Experience, Event or other Host Service. In addition, certain laws, like the minimum legal drinking age in the location of the Experience, Event or other Host Service, may also apply. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in an Experience, Event or other Host Service.

8.3.2 Before and during an Experience, Event or other Host Service you must at all times adhere to the Hosts' Instructions.

8.3.3 You may not bring any additional individuals to an Experience, Event or other Host Service unless such an individual was added by you as an additional guest during the booking process on the Airbnb Platform.

#### **8.4 Airbnb Travel Credits**

Airbnb Travel Credits may be redeemed for eligible bookings via the Airbnb Platform as specified in the terms and conditions provided with the Travel Credit. You may only redeem Airbnb Travel Credits after the Airbnb Travel Credits are reflected in your Airbnb Account.

### **9. Booking Modifications, Cancellations and Refunds, Resolution Center**

9.1 Hosts and Guests are responsible for any modifications to a booking that they make via the Airbnb Platform or direct Airbnb customer service to make ("**Booking Modifications**"), and agree to pay any additional Listing Fees, Host Fees or Guest Fees and/or Taxes associated with such Booking Modifications.

9.2 Guests can cancel a confirmed booking at any time pursuant to the Listing's cancellation policy set by the Host, and Airbnb Payments will refund the amount of the Total Fees due to the Guest in accordance with such cancellation policy. Unless extenuating circumstances exist, any portion of the Total Fees due to the Host under the applicable cancellation policy will be remitted to the Host by Airbnb Payments pursuant to the Payments Terms.

9.3 If a Host cancels a confirmed booking, the Guest will receive a full refund of the Total Fees for such booking. In some instances, Airbnb may allow the Guest to apply the refund to a new booking, in which case Airbnb Payments will credit the amount against the Guest's subsequent booking at the Guest's direction. Further, Airbnb may publish an automated review on the Listing cancelled by the Host indicating that a booking was cancelled. In addition, Airbnb may (i) keep the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Host has a valid reason for cancelling the booking pursuant to Airbnb's Extenuating Circumstances Policy or has legitimate concerns about the Guest's behavior.

9.4 For Experiences, Events and other Host Services, if weather poses a safety risk to Guests, or if it prevents a Host from carrying out a Host Service that takes place primarily outdoors, Hosts may cancel the Host Service. Hosts may also cancel the Host Service if other conditions exist that would prevent the Host from offering the Host Service safely.

9.5 In certain circumstances, Airbnb may decide, in its sole discretion, that it is necessary to cancel a pending or confirmed booking and initiate corresponding refunds and payouts. This may be for reasons set forth in Airbnb's Extenuating Circumstances Policy or (i) where Airbnb believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to Airbnb, other Members, third parties or property, or (ii) for any of the reasons set out in these Terms.

9.6 If a Guest who books an Accommodation suffers a Travel Issue as defined in the Guest Refund Policy, Airbnb may determine, in its sole discretion, to refund the Guest part or all of the Total Fees in accordance with the Guest Refund Policy. If a Guest who books an Experience, Event or other Host Service suffers a Travel Issue as defined in the Experiences Guest Refund Policy, Airbnb may determine, in its sole discretion, to refund the Guest part or all of the Total Fees in accordance with the Experiences Guest Refund Policy.

9.7 If a Guest or Airbnb cancels a confirmed booking, and the Guest receives a refund in accordance with the Guest Refund Policy, Experiences Guest Refund Policy, Extenuating Circumstances Policy, or the applicable cancellation policy set by the Host and mentioned in the Listing, after the Host has already been paid, Airbnb Payments will be entitled to recover the amount of any such refund from the Host, including by subtracting such refund amount out from any future Payouts due to the Host.

9.8 Except as otherwise set out in these Terms, Members may use the Resolution Center to send or request money for refunds, additional Host Services or Damage Claims related to bookings. You agree to pay all amounts sent through the Resolution Center in connection with your Airbnb Account, and Airbnb Payments will handle all such payments.

## 10. Ratings and Reviews

10.1 Within a certain timeframe after completing a booking, Guests and Hosts can leave a public review ("**Review**") and submit a star rating ("**Rating**") about each other. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of Airbnb. Ratings and Reviews are not verified by Airbnb for accuracy and may be incorrect or misleading.

10.2 Ratings and Reviews by Guests and Hosts must be accurate and may not contain any offensive or defamatory language. Ratings and Reviews are subject to Section 5 and must comply with Airbnb's Content Policy and Extortion Policy.

10.3 Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party to write a positive or negative Review about another Member.

10.4 Ratings and Reviews are part of a Member's public profile and may also be surfaced elsewhere on the Airbnb Platform (such as the Listing page) together with other relevant information such as number of bookings, number of cancellations, average response time and other information.

## 11. Damage to Accommodations, Disputes between Members

11.1 As a Guest, you are responsible for leaving the Accommodation (including any personal or other property located at the Accommodation) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Accommodation, excluding the Host (and the individuals the Host invites to the Accommodation, if applicable).

11.2 If a Host claims and provides evidence that you as a Guest have damaged an Accommodation or any personal or other property at an Accommodation ("**Damage Claim**"), the Host can seek payment from you through the Resolution Center. If a Host escalates a Damage Claim to Airbnb, you will be given an opportunity to respond. If you agree to pay the Host, or Airbnb determines in its sole discretion that you are responsible for the Damage Claim, Airbnb via Airbnb Payments will, after the end of your stay, collect any such sums from you and/or against the Security Deposit (if applicable) required to cover the Damage Claim pursuant to the Payments Terms. Airbnb also reserves the right to otherwise collect payment from you and pursue any remedies available to Airbnb in this regard in situations in which you are responsible for a Damage Claim, including, but not limited to, in relation to any payment requests made by Hosts under the Airbnb Host Guarantee or Japan Host Insurance.

11.3 Members agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information and take such actions as may be reasonably requested by Airbnb, in connection with any Damage Claims or other complaints or claims made by Members relating to (i) Accommodations or any personal or other property located at an Accommodation (including, without limitation, payment requests made under the Airbnb Host Guarantee or Japan Host Insurance), (ii) Experiences, (iii) Co-Host agreements, or (iv) a Group Payment Booking. A Member shall, upon Airbnb's reasonable request and at no cost to the Member, participate in mediation or a similar resolution process with another Member, which process will be conducted by Airbnb or a third party selected by Airbnb or its insurer, with respect to losses for which a Member is requesting payment from Airbnb (including but not limited to payments under the Airbnb Host Guarantee or payment under Japan Host Insurance).

11.4 If you are a Guest or a Co-Host, you understand and agree that Airbnb may make a claim under your homeowner's, renter's or other insurance policy related to any damage or loss that you may have caused, or been responsible for, to any personal or other property (including an Accommodation) of the Host (including without limitation amounts paid by Airbnb under the Airbnb Host Guarantee or amounts paid under Japan Host Insurance). You agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information as may be reasonably requested by Airbnb, to make a claim under your homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as Airbnb may reasonably request to assist Airbnb in accomplishing the foregoing.

## 12. Rounding off

Airbnb generally supports payment amounts that are payable from or to Guests or Hosts to the smallest unit supported by a given currency (i.e., U.S. cents, Euro cents or other supported currencies). Where Airbnb's third-party payment services provider does not support payments in the smaller unit supported by a given currency, Airbnb may, in its sole discretion, round up or round down the displayed amounts that are payable from or to Guests or Hosts to the nearest whole functional base unit in which the currency is denominated (i.e. to the nearest dollar, Euro or other supported currency); for example, Airbnb may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

## 13. Taxes

13.1 As a Host you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes ("**Taxes**").

13.2 Tax regulations may require us to collect appropriate Tax information from Hosts, or to withhold Taxes from payouts to Hosts, or both. If a Host fails to provide us with the required documentation under applicable law (e.g., a tax number) that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to withhold payouts up to the tax-relevant amount as required by law, until resolution.

13.3 You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where your Accommodation is located may require Taxes to be collected from Guests or Hosts on Listing Fees, 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 Listing Fees set by Hosts, a set amount per day, or other variations, and are sometimes called "transient occupancy taxes," "hotel taxes," "lodging taxes," "city taxes," "room taxes" or "tourist taxes" ("**Occupancy Taxes**").

13.4 In certain jurisdictions, Airbnb may decide in its sole discretion to facilitate collection and remittance of Occupancy Taxes from or on behalf of Guests or Hosts, in accordance with these Terms ("**Collection and Remittance**") if such jurisdiction asserts Airbnb or Hosts have an Occupancy Tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, you hereby instruct and authorize Airbnb (via Airbnb Payments) to collect Occupancy Taxes from Guests on the Host's behalf at the time Listing Fees are collected, and to remit such Occupancy Taxes to the Tax Authority. In other jurisdictions Airbnb may decide in its sole discretion to collect Occupancy Taxes and remit such Taxes to eligible and qualifying Hosts, based on tax information supplied by the Host, for ultimate reporting and remittance by such Host to the Tax Authority ("**Pass-Through Tax Feature**"). Such Hosts using the Pass-Through Tax Feature will be solely responsible for informing Airbnb about the correct Occupancy Tax amount to be collected from the Guest in accordance with applicable law and directly remitting the Occupancy Taxes to the relevant Tax Authority. Airbnb does not assume any liability for the failure of a participating Host to comply with any applicable tax reporting or remittance obligations. The amount of Occupancy Taxes, if any, collected and remitted by Airbnb will be visible to and separately stated to both Guests and Hosts on their respective transaction documents. Where Airbnb is facilitating Collection and Remittance, Hosts are not permitted to collect any Occupancy Taxes being collected by Airbnb relating to their Accommodations in that jurisdiction.

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

13.6 Airbnb reserves the right, with prior notice to Hosts, to cease the Collection and Remittance in any jurisdiction for any reason at which point Hosts and Guests are once again solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Accommodations in that jurisdiction.

## 14. Prohibited Activities

14.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Airbnb Platform. In connection with your use of the Airbnb Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;
- use the Airbnb Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Airbnb endorsement, partnership or otherwise misleads others as to your affiliation with Airbnb;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Airbnb Platform in any way that is inconsistent with Airbnb's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;
- use the Airbnb Platform in connection with the distribution of unsolicited commercial messages ("spam");
- offer, as a Host, any Accommodation that you do not yourself own or have permission to make available as a residential or other property through the Airbnb Platform;

- unless Airbnb explicitly permits otherwise, book any Listing if you will not actually be using the Host Services yourself;
- contact another Member for any purpose other than asking a question related to a your own booking, Listing, or the Member's use of the Airbnb Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;
- use the Airbnb Platform to request, make or accept a booking independent of the Airbnb Platform, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Listing Fees outside of the Airbnb Platform or Airbnb Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Airbnb harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- misuse or abuse any Listings or services associated with the Airbnb Open Homes program as determined by Airbnb in its sole discretion.
- use, display, mirror or frame the Airbnb Platform or Collective Content, or any individual element within the Airbnb Platform, Airbnb's name, any Airbnb trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Airbnb Platform, without Airbnb's express written consent;
- dilute, tarnish or otherwise harm the Airbnb brand in any way, including through unauthorized use of Collective Content, registering and/or using Airbnb or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Airbnb domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Airbnb Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Airbnb or any of Airbnb's providers or any other third party to protect the Airbnb Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Airbnb Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Airbnb Platform;
- export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

14.2 You acknowledge that Airbnb has no obligation to monitor the access to or use of the Airbnb Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the Airbnb Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information and take such actions as may be reasonably requested by Airbnb with respect to any investigation undertaken by Airbnb or a representative of Airbnb regarding the use or abuse of the Airbnb Platform.

14.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Airbnb by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

## **15. Term and Termination, Suspension and other Measures**

15.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Airbnb terminate the Agreement in accordance with this provision.

15.2 You may terminate this Agreement at any time by sending us an email. If you cancel your Airbnb Account as a Host, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full refund. If you cancel your Airbnb Account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing's cancellation policy.

15.3 Without limiting our rights specified below, Airbnb may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

15.4 Airbnb may immediately, without notice, terminate this Agreement and/or stop providing access to the Airbnb Platform if (i) you have materially breached your obligations under these Terms, the Payments Terms, our Policies or Standards, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Airbnb believes in good faith that such action is reasonably necessary to protect the personal safety or property of Airbnb, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

15.5 In addition, Airbnb may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Airbnb Account registration, Listing process or thereafter, (iv) you and/or your Listings or Host Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Airbnb otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) Airbnb believes in good faith that such action is reasonably necessary to protect the personal safety or property of Airbnb, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content;
- cancel any pending or confirmed bookings;
- limit your access to or use of the Airbnb Platform;
- temporarily or permanently revoke any special status associated with your Airbnb Account;
- temporarily or in case of severe or repeated offenses permanently suspend your Airbnb Account and stop providing access to the Airbnb Platform.



In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Airbnb and an opportunity to resolve the issue to Airbnb's reasonable satisfaction.

15.6 If we take any of the measures described above (i) we may refund your Guests in full for any and all confirmed bookings that have been cancelled, irrespective of preexisting cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

15.7 When this Agreement has been terminated, you are not entitled to a restoration of your Airbnb Account or any of your Member Content. If your access to or use of the Airbnb Platform has been limited or your Airbnb Account has been suspended or this Agreement has been terminated by us, you may not register a new Airbnb Account or access and use the Airbnb Platform through an Airbnb Account of another Member.

15.8 Sections 5 and 16 to 22 of these Terms shall survive any termination or expiration of this Agreement.

## **16. Disclaimers**

**If you choose to use the Airbnb Platform or Collective Content, you do so voluntarily and at your sole risk. The Airbnb Platform and Collective Content is provided "as is", without warranty of any kind, either express or implied.**

**You agree that you have had whatever opportunity you deem necessary to investigate the Airbnb Services, laws, rules, or regulations that may be applicable to your Listings and/or Host Services you are receiving and that you are not relying upon any statement of law or fact made by Airbnb relating to a Listing.**

**If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.**

**You agree that some Experiences, Events, other Host Services, or the Group Payment Service may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. For example, some Host Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Host Services. You assume full responsibility for the choices you make before, during and after your participation in a Host Service or the Group Payment Service. If you are bringing a minor as an additional guest, you are solely responsible for the supervision of that minor throughout the duration of your Host Service and to the maximum extent permitted by law, you agree to release and hold harmless Airbnb from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the Host Service or in any way related to your Host Service.**

**The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.**

## **17. Liability**

**You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Airbnb Platform and Collective Content, your publishing or booking of any Listing via the Airbnb Platform, your stay at any Accommodation, participation in any Experience or Event or use of any other**

Host Service, participation in the Group Payment Service, or any other interaction you have with other Members whether in person or online remains with you. Neither Airbnb nor any other party involved in creating, producing, or delivering the Airbnb Platform or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the Airbnb Platform or Collective Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the Airbnb Platform, or (iv) from your publishing or booking of a Listing, including the provision or use of a Listing's Host Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Airbnb has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Hosts pursuant to these Terms or an approved payment request under the Airbnb Host Guarantee or Japan Host Insurance, in no event will Airbnb's aggregate liability arising out of or in connection with these Terms and your use of the Airbnb Platform including, but not limited to, from your publishing or booking of any Listings via the Airbnb Platform, or from the use of or inability to use the Airbnb Platform or Collective Content and in connection with any Accommodation, Experiences, Event, other Host Service, the Group Payment Service, or interactions with any other Members, exceed the amounts you have paid or owe for bookings via the Airbnb Platform as a Guest in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Host, the amounts paid by Airbnb to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Airbnb and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect Airbnb's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

## **18. Indemnification**

To the maximum extent permitted by applicable law, you agree to release, defend (at Airbnb's option), indemnify, and hold Airbnb and its affiliates and subsidiaries, including but not limited to, Airbnb Payments, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the Airbnb Platform or any Airbnb Services, (iii) your interaction with any Member, stay at an Accommodation, participation in an Experience, Event or other Host Service, participation in the Group Payment Service, 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, (iv) Airbnb's Collection and Remittance of Occupancy Taxes, or (v) your breach of any laws, regulations or third party rights.

## **19. Dispute Resolution and Arbitration Agreement**

19.1 This Dispute Resolution and Arbitration Agreement shall apply if your (i) country of residence or establishment is in the United States; or (ii) your country of residence or establishment is not in the United States, but bring any claim against Airbnb in the United States (to the extent not in conflict with Section 21).

**19.2 Overview of Dispute Resolution Process.** Airbnb is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section 19.1 applies: (1) an informal negotiation directly with Airbnb's customer service team, and (2) a binding arbitration administered by the American Arbitration Association ("**AAA**") using its specially designed Consumer Arbitration Rules (as modified by this Section 19 and except as provided in Section 19.6). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online ([www.adr.org](http://www.adr.org));
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at \$200;
- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

**19.3 Pre-Arbitration Dispute Resolution and Notification.** Prior to initiating an arbitration, you and Airbnb each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Airbnb's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) provided to the other party, as specified in the AAA Rules.

**19.4 Agreement to Arbitrate.** You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Airbnb Platform, the Host Services, the Group Payment Service, or the Collective Content (collectively, "**Disputes**") will be settled by binding individual arbitration (the "**Arbitration Agreement**"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Airbnb agree that the arbitrator will decide that issue.

**19.5 Exceptions to Arbitration Agreement.** You and Airbnb each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

**19.6 Arbitration Rules and Governing Law.** This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "**AAA Rules**") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879.

**19.7 Modification to AAA Rules - Arbitration Hearing/Location.** In order to make the arbitration most convenient to you, Airbnb agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in San Francisco County; (c) in any other location to which you and Airbnb both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.

**19.8 Modification of AAA Rules - Attorney's Fees and Costs.** You and Airbnb agree that Airbnb will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of \$200 for claims of \$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Airbnb agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA Rules, to recover attorneys' fees and expenses if it prevails in arbitration.

**19.9 Arbitrator's Decision.** The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

**19.10 Jury Trial Waiver.** You and Airbnb acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

**19.11 No Class Actions or Representative Proceedings.** You and Airbnb acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and Airbnb both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 19.11 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this Section 19.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and Airbnb agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

**19.12 Severability.** Except as provided in Section 19.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

**19.13 Changes.** Notwithstanding the provisions of Section 3 ("Modification of these Terms"), if Airbnb changes this Section 19 ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Airbnb's email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Airbnb (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Airbnb.

19.14 *Survival*. Except as provided in Section 19.12 and subject to Section 15.8, this Section 19 will survive any termination of these Terms and will continue to apply even if you stop using the Airbnb Platform or terminate your Airbnb Account.

## 20. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Airbnb Platform ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact" section of the Airbnb Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## 21. Applicable Law and Jurisdiction

21.1 If your country of residence or establishment is the United States, these Terms will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 19 must be brought in state or federal court in San Francisco, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in San Francisco, California.

21.2 If your country of residence or establishment is China these Terms will be interpreted in accordance with the laws of China ("**China Laws**"). Any dispute arising from or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration, provided that this section shall not be construed to limit any rights which Airbnb may have to apply to any court of competent jurisdiction for an order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under China Laws or any other laws that may apply to you. The arbitration proceedings shall be conducted in English. The arbitral award rendered is final and binding upon both parties.

21.3 If your country of residence or establishment is outside of the United States and China, these Terms will be interpreted in accordance with Irish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The choice of law does not impact your rights as a consumer according to the consumer protection regulations of your country of residence. If you are acting as a consumer, you agree to submit to the non-exclusive jurisdiction of the Irish courts. Judicial proceedings that you are able to bring against us arising from or in connection with these Terms may only be brought in a court located in Ireland or a court with jurisdiction in your place of residence. If Airbnb wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Irish courts.

## 22. General Provisions

22.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Airbnb and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Airbnb and you in relation to the access to and use of the Airbnb Platform.

22.2 No joint venture, partnership, employment, or agency relationship exists between you and Airbnb as a result of this Agreement or your use of the Airbnb Platform.

22.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

22.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

22.5 Airbnb's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

22.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Airbnb's prior written consent. Airbnb may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

22.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by Airbnb via email, Airbnb Platform notification, or messaging service (including SMS and WeChat). If your booking is in respect of a Listing in Japan, you agree and acknowledge that such notifications via electronic means in lieu of a written statement, satisfies Airbnb's obligations under Article 59 Paragraph 1 of the Japanese Housing Accommodation Business Act.

22.8 If you have any questions about these Terms please email us.

# Terms of Service for European Users

Download version

**Please read these Terms of Service for European Users ("Terms") carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Airbnb Platform, you agree to comply with and be bound by these Terms.**

**Please note: Section 19 of these Terms contains an arbitration clause and class action waiver that applies to all claims brought against Airbnb in the United States. It affects how disputes with Airbnb are resolved. By accepting these Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.**

**You can access the European Commission's online dispute resolution platform here: <http://ec.europa.eu/consumers/odr>. Please note that Airbnb is not committed nor obliged to use an alternative dispute resolution entity to resolve disputes with consumers.**

Last Updated: January 21, 2019

Thank you for using Airbnb!

These Terms constitute a legally binding agreement ("**Agreement**") between you and Airbnb (as defined below) governing your access to and use of the Airbnb website, including any subdomains thereof, and any other websites through which Airbnb makes its services available (collectively, "**Site**"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "**Application**") and all associated services (collectively, "**Airbnb Services**"). The Site, Application and Airbnb Services together are hereinafter collectively referred to as the "**Airbnb Platform**". Our Host Guarantee Terms, Guest Refund Policy, Nondiscrimination Policy and other Policies applicable to your use of the Airbnb Platform are incorporated by reference into this Agreement.

When these Terms mention "**Airbnb**," "**we**," "**us**," or "**our**," it refers to Airbnb Ireland UC ("**Airbnb Ireland**"), The Watermarque Building, South Lotts Road, Ringsend, Dublin 4, Ireland. .

If you change your country of residence or establishment to a country outside of the EEA, the Airbnb company you contract with and the applicable Terms of Service will be determined by your new country of residence or establishment as specified in the Terms of Service for Non-European Users, from the date on which your country of residence or establishment changes.

Our collection and use of personal information in connection with your access to and use of the Airbnb Platform is described in our Privacy Policy.

Any and all payment processing services through or in connection with your use of the Airbnb Platform ("**Payment Services**") are provided to you by one or more Airbnb Payments entities (individually and collectively, as appropriate, "**Airbnb Payments**") as set out in the Payments Terms of Service ("**Payments Terms**").

Hosts alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and Host Services (as defined below). For example, some cities have laws that restrict their ability to host paying guests for short periods or provide certain Host Services. In many cities, Hosts may have to register, get a permit or obtain a license before providing certain Host Services (such as preparing food, serving alcohol for sale, guiding tours or operating a vehicle). Host are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Host Services they offer. Certain types of Host Services may be prohibited altogether. Penalties may include fines or other enforcement. We provide some information in our Help Center to help you identify some of the obligations that apply to you. If you have questions about how local laws apply to your Listing(s) and Host Service(s) on Airbnb, you should always seek legal guidance.

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## 1. Scope of Airbnb Services

1.1 The Airbnb Platform is an online marketplace that enables registered users ("**Members**") and certain third parties who offer services (Members and third parties who offer services are "**Hosts**" and the services they offer are "**Host Services**") to publish such Host Services on the Airbnb Platform ("**Listings**") and to communicate and transact directly with Members that are seeking to book such Host Services (Members using Host Services are "**Guests**"). Host Services may include the offering of vacation or other properties for use ("**Accommodations**"), single or multi-day activities in various categories ("**Experiences**"), access to unique events and locations ("**Events**"), and a variety of other travel and non-travel related services.

1.2 As the provider of the Airbnb Platform, Airbnb does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Host Services, nor is Airbnb an organiser or retailer of travel packages under Directive (EU) 2015/2302. Hosts alone are responsible for their Listings and Host Services. When Members make or accept a booking, they are entering into a contract directly with each other. Airbnb is not and does not become a party to or other participant in any contractual relationship between Members, nor is Airbnb a real estate broker or insurer. Airbnb is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms.

1.3 While we may help facilitate the resolution of disputes, Airbnb has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Airbnb does not endorse any Member, Listing or Host Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Airbnb about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to stay in an Accommodation, participate in an Experience or Event or use other Host Services, accept a booking request from a Guest, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by Airbnb of any Host or Listing.

1.4 If you choose to use the Airbnb Platform as a Host or Co-Host (as defined below), your relationship with Airbnb is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Airbnb for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Airbnb. Airbnb does not, and shall not be deemed to, direct or control you generally or in your



performance under these Terms specifically, including in connection with your provision of the Host Services. You acknowledge that you have complete discretion whether to list Host Services or otherwise engage in other business or employment activities.

1.5 To promote the Airbnb Platform and to increase the exposure of Listings to potential Guests, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements in accordance with Section 5. To assist Members who speak different languages, Airbnb may make automated tools available to enable Members to translate Listings and other Member Content, in whole or in part, into other languages. Members are free to use these tools at their own discretion. Airbnb cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations.

1.6 The Airbnb Platform may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Airbnb is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Airbnb of such Third-Party Services.

1.7 Airbnb is not responsible for outages or disruptions of the Internet and telecommunications infrastructure which are beyond our control and can lead to interruptions in the availability of the Airbnb Platform. Airbnb may, temporarily and under consideration of the Members' legitimate interests (e.g. by providing prior notice), restrict the availability of the Airbnb Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Airbnb Platform. Section 17 (Liability) remains unaffected. Airbnb may improve, enhance and modify the Airbnb Platform and introduce new Airbnb Services from time to time. Airbnb will provide notice to Members of any changes to the Airbnb Platform, unless such changes are of minor nature without having a material effect on the parties' contractual obligations.

## **2. Eligibility, Using the Airbnb Platform, Member Verification**

2.1 In order to access and use the Airbnb Platform or register an Airbnb Account you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country you are registered and able to enter into legally binding contracts.

2.2 You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Host Service(s) are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

2.3 Airbnb may make access to and use of the Airbnb Platform, or certain areas or features of the Airbnb Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member's booking and cancellation history.

2.4 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or

other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.5 The access to or use of certain areas and features of the Airbnb Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the Airbnb Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Airbnb Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.

2.6 If you access or download the Application from the Apple App Store, you agree to Apple's Licensed Application End User License Agreement. Some areas of the Airbnb Platform implement 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.

### **3. Modification of these Terms**

Airbnb reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Airbnb Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Airbnb Platform will constitute acceptance of the revised Terms.

### **4. Account Registration**

4.1 You must register an account ("**Airbnb Account**") to access and use certain features of the Airbnb Platform, such as publishing or booking a Listing. If you are registering an Airbnb Account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register an Airbnb Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google ("**SNS Account**"). You have the ability to disable the connection between your Airbnb Account and your SNS Account at any time, by accessing the "Settings" section of the Airbnb Platform.

4.3 You must provide accurate, current and complete information during the registration process and keep your Airbnb Account and public Airbnb Account profile page information up-to-date at all times.

4.4 You may not register more than one (1) Airbnb Account unless Airbnb authorizes you to do so. You may not assign or otherwise transfer your Airbnb Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your Airbnb Account credentials and may not disclose your credentials to any third party. You must immediately notify Airbnb if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Airbnb Account. You are liable for any and all activities conducted through your Airbnb Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

4.6 Airbnb may enable features that allow you to authorize other Members or certain third parties to take certain actions that affect your Airbnb Account. For example, we may enable Members to link their Airbnb Accounts to businesses and take actions for those businesses, we may enable eligible Members or certain third parties to book Listings on behalf of other Members, or we may enable Hosts to add other Members as Co-Hosts (as defined below) to help manage their Listings. These features do not require that you share your credentials with any other person. No third party is authorized by Airbnb to ask for your credentials, and you shall not request the credentials of another Member.

## 5. Content

5.1 Airbnb may enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Airbnb Platform ("**Member Content**"); and (ii) access and view Member Content and any content that Airbnb itself makes available on or through the Airbnb Platform, including proprietary Airbnb content and any content licensed or authorized for use by or through Airbnb from a third party ("**Airbnb Content**" and together with Member Content, "**Collective Content**").

5.2 The Airbnb Platform, Airbnb Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the Airbnb Platform and Airbnb Content, including all associated intellectual property rights, are the exclusive property of Airbnb and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Airbnb Platform, Airbnb Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Airbnb used on or in connection with the Airbnb Platform and Airbnb Content are trademarks or registered trademarks of Airbnb in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Airbnb Platform, Airbnb Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Airbnb Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Airbnb or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, Airbnb grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the Airbnb Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By uploading, posting or otherwise making available any Member Content on or through the Airbnb Platform, you grant to Airbnb a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Airbnb Platform, in any media or platform. Insofar as Member Content (including Verified Images) includes personal information, such Member Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Unless you provide specific consent, Airbnb does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 Airbnb may offer Hosts the option of having professional photographers take photographs of their Host Services, which are made available by the photographer to Hosts to include in their Listings with or without a watermark or tag bearing the words "Airbnb.com Verified Photo" or similar wording ("**Verified Images**"). You are responsible for ensuring that your Host Service is accurately represented in the Verified Images and you will stop using the Verified Images on or through the Airbnb Platform if they no longer accurately represent your Listing, if you stop hosting the Host Service featured, or if your Airbnb Account is terminated or suspended for any reason. You acknowledge and agree that Airbnb shall have the right to use any Verified Images in accordance with Section 5.5 for advertising, marketing or publicity purposes, including limited use by permitted third parties, in any media or platform. Where Airbnb is not the exclusive owner of Verified Images, by using such Verified Images on or through the Airbnb Platform, you grant to Airbnb an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such Verified Images for advertising, marketing or publicity purposes in any media or platform. Airbnb in turn grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use Verified Images outside of the Airbnb Platform solely for your personal and non-commercial use.

5.7 You are solely responsible for all Member Content that you make available on or through the Airbnb Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Airbnb Platform or you have all rights, licenses, consents and releases that are necessary to grant to Airbnb the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Airbnb's use of the Member Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.8 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates Airbnb's Content Policy or any other Airbnb policy. Airbnb may remove or disable access to any Member Content that is in violation of applicable law, these Terms or Airbnb's then-current Policies or Standards, or otherwise may be harmful or objectionable to Airbnb, its Members, third parties, or property. Where Airbnb removes or disables Member Content, Airbnb will notify a Member and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws. You may appeal such a decision by contacting customer service.

5.9 Airbnb respects copyright law and expects its Members to do the same. If you believe that any content on the Airbnb Platform infringes copyrights you own, please notify us in accordance with our Copyright Policy.

## 6. Service Fees

6.1 Airbnb may charge fees to Hosts ("**Host Fees**") and/or Guests ("**Guest Fees**") (collectively, "**Service Fees**") in consideration for the use of the Airbnb Platform. More information about when Service Fees apply and how they are calculated can be found on our Service Fees page.

6.2 Any applicable Service Fees (including any applicable Taxes) will be displayed to a Host or Guest prior to publishing or booking a Listing. Airbnb reserves the right to change the Service Fees at any time, and will provide Members adequate notice of any fee changes before they become effective. Such fee changes will not affect any bookings made prior to the effective date of the fee change.

6.3 You are responsible for paying any Service Fees that you owe to Airbnb. The applicable Service Fees (including any applicable Taxes) are collected by Airbnb Payments. Airbnb Payments will deduct any Host Fees from the Listing Fee before remitting the payout to the Host. Any Guest Fees are included in the Total Fees collected by Airbnb Payments. Except as otherwise provided on the Airbnb Platform, Service Fees are non-refundable.

## 7. Terms specific for Hosts

### 7.1 Terms applicable to all Listings

7.1.1 When creating a Listing through the Airbnb Platform you must (i) provide complete and accurate information about your Host Service (such as listing description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as house rules) and requirements that apply (such as any minimum age, proficiency or fitness requirements for an Experience) and (iii) provide any other pertinent information requested by Airbnb. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

7.1.2 You are solely responsible for setting a price (including any Taxes if applicable, or charges such as cleaning fees) for your Listing ("**Listing Fee**"). Once a Guest requests a booking of your Listing, you may not request that the Guest pays a higher price than in the booking request.

7.1.3 Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Terms or the relevant cancellation policy for your Listing.

7.1.4 Airbnb may enable certain Hosts to participate in its "**Open Homes Program**." The Open Homes Program enables Hosts to provide Listings to certain Guests, such as refugees or evacuees, for free. You acknowledge that if you choose to participate in the Open Homes Program, your ability to restrict your Listing to certain Guests, such as Guests with previous positive Reviews, may be limited.

7.1.5 Pictures, animations or videos (collectively, "**Images**") used in your Listings must accurately reflect the quality and condition of your Host Services. Airbnb reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.

7.1.6 The placement and ranking of Listings in search results on the Airbnb Platform may vary and depend on a variety of factors, such as Guest search parameters and preferences, Host requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of Host Service, and/or ease of booking. More information about the factors that determine how your Listing appears in search results can be found on our help center.

7.1.7 When you accept or have pre-approved a booking request by a Guest, you are entering into a legally binding agreement with the Guest and are required to provide your Host Service(s) to the Guest as described in your Listing when the booking request is made. You also agree to pay the applicable Host Fee and any applicable Taxes.

7.1.8 Airbnb recommends that Hosts obtain appropriate insurance for their Host Services. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest has booked for, if applicable) while staying at your Accommodation or participating in your Experience, Event or other Host Service.

## **7.2 Listing Accommodations**

7.2.1 Unless expressly allowed by Airbnb, you may not list more than one Accommodation per Listing.

7.2.2 If you choose to require a security deposit for your Accommodation, you must specify this in your Listing ("**Security Deposit**"). Hosts are not allowed to ask for a Security Deposit (i) after a booking has been confirmed or (ii) outside of the Airbnb Platform.

7.2.3 Any Listing you post and the booking of, or a Guest's stay at, an Accommodation shall (i) not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, or other agreements, and (ii) comply with all applicable laws (such as zoning laws), Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations).

## **7.3 Listing Experiences, Events and other Host Services**

Hosts who list Experiences, Events and Host Services other than Accommodations agree to and are subject to the Additional Terms for Experience Hosts.

## **7.4 Co-Hosts**

7.4.1 Airbnb may enable Hosts to authorize other Members ("**Co-Hosts**") to administer the Host's Listing(s), and to bind the Host and take certain actions in relation to the Listing(s) as permitted by the Host, such as accepting booking requests, messaging and welcoming Guests, and updating the Listing Fee and calendar availability (collectively, "**Co-Host Services**"). Any agreement formed between Host and Co-Host may not conflict with these Terms, the Payments Terms, or any other Policies applicable to your Host Service(s). Co-Hosts may only act in an individual capacity and not on behalf of a company or other organization, unless expressly authorized by Airbnb. Airbnb reserves the right, in our sole discretion, to limit the number of Co-Hosts a Host may invite for each Listing and to limit the number of Listings a Co-Host may manage.

7.4.2 Hosts should exercise due diligence and care when deciding who to add as a Co-Host to their Listing(s). Hosts are responsible and liable for any and all Listings and Member Content published on the Airbnb Platform created by a Co-Host on their behalf. Further, Hosts remain responsible and liable for their own acts and omissions, including, but not limited to, conduct that causes harm or damage to the Co-Host(s). Co-Hosts remain responsible and liable for their own acts and omissions when engaging in their roles and responsibilities as a Co-Host, including, but not limited to, conduct that causes harm or damage to the Host. In addition, both Host and Co-Host are jointly responsible and severally liable for third party claims, including Guest claims, arising from the acts and omissions of the other person as related to hosting activities, communications with Guests, and the provision of any Co-Host Services.

7.4.3 Unless agreed otherwise by Host and Co-Host, Host and Co-Host may terminate the Co-Host agreement at any time. In addition, both Host and Co-Host acknowledge that their Co-hosting relationship will terminate in the event that Airbnb (i) terminates the Co-Host service or (ii) terminates either party's participation in the Co-Host service. When the Co-Host agreement is terminated, the Host will remain responsible for all of the Co-Host's actions prior to the termination, including the responsibility to fulfill any pending or future bookings initiated prior to the termination, except in the event of gross misconduct or malicious behavior of the Co-Host. When a Member is removed as a Co-Host, that Member will no longer have access to any Host or Guest information related to the applicable Host's Listing(s).

7.4.4 As a Co-Host, you will not be reviewed by Guests, meaning that your Co-Host activities will not affect your Reviews or Ratings for other Listings for which you are a Host. Instead, the Host of such Listing(s) will be reviewed by Guests (including potentially on the basis of the Co-Host's conduct and performance). Hosts acknowledge that Reviews and Ratings from Guests for their Listing(s) may be impacted by a Co-Host's conduct and performance.

## **8. Terms specific for Guests**

### **8.1 Terms applicable to all bookings**

8.1.1 Subject to meeting any requirements (such as completing any verification processes) set by Airbnb and/or the Host, you can book a Listing available on the Airbnb Platform by following the respective booking process. All applicable fees, including the Listing Fee, Security Deposit (if applicable), Guest Fee and any applicable Taxes (collectively, "**Total Fees**") will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your Airbnb Account.

8.1.2 Upon receipt of a booking confirmation from Airbnb, a legally binding agreement is formed between you and your Host, subject to any additional terms and conditions of the Host that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. Airbnb Payments will collect the Total Fees at the time of the booking request or upon the Host's confirmation pursuant to the Payments Terms. For certain bookings, Guests may be required to pay or have the option to pay in multiple installments.

8.1.3 If you book a Host Service on behalf of additional guests, you are required to ensure that every additional guest meets any requirements set by the Host, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Host. If you are booking for an additional guest who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Minors may only participate in an Experience, Event or other Host Service if accompanied by an adult who is responsible for them.

8.1.4 Airbnb may enable a Guest who is booking a Listing on behalf of one or more additional guests (the “**Organizer**”) to split the payment of the Total Fees for an eligible booking on a pro-rata basis between the Organizer and at least one other additional guest (each a “**Co-Payer**”) (the “**Group Payment Service**”). In order to participate in the Group Payment Service, each Co-Payer must have or register an Airbnb Account prior to making a payment. All payments via the Group Payment Service are handled by Airbnb Payments and are subject to the Group Payment Terms of Service.

## **8.2 Booking Accommodations**

8.2.1 You understand that a confirmed booking of an Accommodation (“**Accommodation Booking**”) is a limited license granted to you by the Host to enter, occupy and use the Accommodation for the duration of your stay, during which time the Host (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation, in accordance with your agreement with the Host.

8.2.2 You agree to leave the Accommodation no later than the checkout time that the Host specifies in the Listing or such other time as mutually agreed upon between you and the Host. If you stay past the agreed upon checkout time without the Host's consent (“**Overstay**”), you no longer have a license to stay in the Accommodation and the Host is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by the Host, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee of up to two (2) times the average nightly Listing Fee originally paid by you to cover the inconvenience suffered by the Host, plus all applicable Guest Fees, Taxes, and any legal expenses incurred by the Host to make you leave (collectively, “**Overstay Fees**”). Overstay Fees for late checkouts on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by the Host as a result of such Overstay. If you Overstay at an Accommodation, you authorize Airbnb (via Airbnb Payments) to charge you to collect Overstay Fees. A Security Deposit, if required by a Host, may be applied to any Overstay Fees due for a Guest's Overstay.

## **8.3 Booking Experiences, Events and other Host Services**

8.3.1 You should carefully review the description of any Experience, Event or other Host Service you intend to book to ensure you (and any additional guests you are booking for) meet any minimum age, proficiency, fitness or other requirements which the Host has specified in their Listing. At your sole discretion you may want to inform the Host of any medical or physical conditions, or other circumstances that may impact your and any additional guest's ability to participate in any Experience, Event or other Host Service. In addition, certain laws, like the minimum legal drinking age in the location of the Experience, Event or other Host Service, may also apply.

8.3.2 Before and during an Experience, Event or other Host Service you must at all times adhere to the Hosts' instructions.

8.3.3 You may not bring any additional individuals to an Experience, Event or other Host Service unless such an individual was added by you as an additional guest during the booking process on the Airbnb Platform.

## **8.4 Airbnb Travel Credits**

Airbnb Travel Credits may be redeemed for eligible bookings via the Airbnb Platform as specified in the terms and conditions provided with the Travel Credit. You may only redeem Airbnb Travel Credits after the Airbnb Travel Credits are reflected in your Airbnb Account.



## 9. Booking Modifications, Cancellations and Refunds, Resolution Center

9.1 Hosts and Guests are responsible for any modifications to a booking that they make via the Airbnb Platform or direct Airbnb customer service to make ("**Booking Modifications**"), and agree to pay any additional Listing Fees, Host Fees or Guest Fees and/or Taxes associated with such Booking Modifications.

9.2 Guests can cancel a confirmed booking at any time pursuant to the Listing's cancellation policy set by the Host, and Airbnb Payments will refund the amount of the Total Fees due to the Guest in accordance with such cancellation policy. Unless extenuating circumstances exist, any portion of the Total Fees due to the Host under the applicable cancellation policy will be remitted to the Host by Airbnb Payments pursuant to the Payments Terms.

9.3 If a Host cancels a confirmed booking, the Guest will receive a full refund of the Total Fees for such booking. In some instances, Airbnb may allow the Guest to apply the refund to a new booking, in which case Airbnb Payments will credit the amount against the Guest's subsequent booking at the Guest's direction. Further, Airbnb may publish an automated review on the Listing cancelled by the Host indicating that a booking was cancelled. In addition, Airbnb may (i) keep the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Host has a valid reason for cancelling the booking pursuant to Airbnb's Extenuating Circumstances Policy or has legitimate concerns about the Guest's behavior.

9.4 For Experiences, Events and other Host Services, if weather poses a safety risk to Guests, or if it prevents a Host from carrying out a Host Service that takes place primarily outdoors, Hosts may cancel the Host Service. Hosts may also cancel the Host Service if other conditions exist that would prevent the Host from offering the Host Service safely.

9.5 In certain circumstances, Airbnb may cancel a pending or confirmed booking on behalf of a Host or Guest and initiate corresponding refunds and payouts. This may be for reasons set forth in Airbnb's Extenuating Circumstances Policy or for the reasons set out in Section 15 of these Terms. Where Airbnb cancels a booking, Airbnb will, notify Members and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws. You may appeal a cancellation by contacting customer service.

9.6 If a Guest who books an Accommodation suffers a Travel Issue as defined in the Guest Refund Policy, Airbnb may determine to refund the Guest part or all of the Total Fees in accordance with the Guest Refund Policy. If a Guest who books an Experience, Event or other Host Service suffers a Travel Issue as defined in the Experiences Guest Refund Policy, Airbnb may determine, in its sole discretion, to refund the Guest part or all of the Total Fees in accordance with the Experiences Guest Refund Policy.

9.7 If a Guest or Airbnb cancels a confirmed booking, and the Guest receives a refund in accordance with the Guest Refund Policy, Experiences Guest Refund Policy, Extenuating Circumstances Policy, or the applicable cancellation policy set by the Host and mentioned in the Listing, after the Host has already been paid, Airbnb Payments will be entitled to recover the amount of any such refund from the Host, including by subtracting such refund amount out from any future Payouts due to the Host.

9.8 Except as otherwise set out in these Terms, Members may use the Resolution Center to send or request money for refunds, additional Host Services, Co-Host Services or Damage Claims related to bookings. You agree to pay all amounts sent through the Resolution Center in connection with your Airbnb Account, and Airbnb Payments will handle all such payments.

## 10. Ratings and Reviews

10.1 Within a certain timeframe after completing a booking, Guests and Hosts can leave a public review ("**Review**") and submit a star rating ("**Rating**") about each other. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of Airbnb. Ratings and Reviews are not verified by Airbnb for accuracy and may be incorrect or misleading.

10.2 Ratings and Reviews by Guests and Hosts must be accurate and may not contain any offensive or defamatory language. Ratings and Reviews are subject to Section 5 and must comply with Airbnb's Content Policy and Extortion Policy.

10.3 Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party to write a positive or negative Review about another Member.

10.4 Ratings and Reviews are part of a Member's public profile and may also be surfaced elsewhere on the Airbnb Platform (such as the Listing page) together with other relevant information such as number of bookings, number of cancellations, average response time and other information.

## 11. Damage to Accommodations, Disputes between Members

11.1 As a Guest, you are responsible for leaving the Accommodation (including any personal or other property located at the Accommodation) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Accommodation, excluding the Host (and the individuals the Host invites to the Accommodation, if applicable).

11.2 If a Host claims and provides evidence that you as a Guest have culpably damaged an Accommodation or any personal or other property at an Accommodation ("**Damage Claim**"), the Host can seek payment from you through the Resolution Center. If a Host escalates a Damage Claim to Airbnb, you will be given an opportunity to respond. If you agree to pay the Host, or Airbnb determines under consideration of any applicable statutory rules on the burden of proof that you are responsible for the Damage Claim, Airbnb via Airbnb Payments will, after the end of your stay, collect any such sums from you and/or against the Security Deposit (if applicable) required to cover the Damage Claim pursuant to the Payments Terms. Airbnb also reserves the right to otherwise collect payment from you and pursue any remedies available to Airbnb in this regard in situations in which you are responsible for a Damage Claim, including, but not limited to, in relation to any payment requests made by Hosts under the Airbnb Host Guarantee. You may appeal a decision taken by Airbnb on the basis of this Section 11.2 by contacting customer support. Any decisions made by Airbnb in relation to a Damage Claim do not affect your contractual or statutory rights. Your right to take legal action before a court of law remains unaffected.

11.3 Members agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information and take such actions as may be reasonably requested by Airbnb, in connection with any Damage Claims or other complaints or claims made by Members relating to (i) Accommodations or any personal or other property located at an Accommodation (including, without limitation, payment requests made under the Airbnb Host Guarantee), (ii) Experiences, (iii) Co-Host agreements, or (iv) a Group Payment Booking. A Member shall, upon Airbnb's reasonable request and at no cost to the Member, participate in mediation or a similar resolution process with another Member, which process will be conducted by Airbnb or a third party selected by Airbnb or its insurer, with respect to losses for

which a Member is requesting payment from Airbnb (including but not limited to payments under the Airbnb Host Guarantee). Members are entitled to terminate their participation in the mediation or similar resolution process at any time. A Member's right to take legal action before a court of law remains unaffected.

## 12. Rounding off

Airbnb generally supports payment amounts that are payable from or to Guests or Hosts to the smallest unit supported by a given currency (i.e., U.S. cents, Euro cents or other supported currencies). Where Airbnb's third-party payment services provider does not support payments in the smaller unit supported by a given currency, Airbnb may, in its sole discretion, round up or round down the displayed amounts that are payable from or to Guests or Hosts to the nearest whole functional base unit in which the currency is denominated (i.e. to the nearest dollar, Euro or other supported currency); for example, Airbnb may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

## 13. Taxes

13.1 As a Host you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes ("**Taxes**").

13.2 Tax regulations may require us to collect appropriate Tax information from Hosts, or to withhold Taxes from payouts to Hosts, or both. If a Host fails to provide us with the required documentation under applicable law (e.g. a tax number) to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to withhold payouts up to the tax-relevant amount as required by law until resolution.

13.3 You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where your Accommodation is located may require Taxes to be collected from Guests or Hosts on Listing Fees, 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 Listing Fees set by Hosts, a set amount per day, or other variations, and are sometimes called "transient occupancy taxes," "hotel taxes," "lodging taxes," "city taxes," "room taxes" or "tourist taxes" ("**Occupancy Taxes**").

13.4 In certain jurisdictions, Airbnb may decide in its sole discretion to facilitate collection and remittance of Occupancy Taxes from or on behalf of Guests or Hosts, in accordance with these Terms ("**Collection and Remittance**") if such jurisdiction asserts Airbnb or Hosts have an Occupancy Tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, you hereby instruct and authorize Airbnb (via Airbnb Payments) to collect Occupancy Taxes from Guests on the Host's behalf at the time Listing Fees are collected, and to remit such Occupancy Taxes to the Tax Authority. In other jurisdictions Airbnb may decide in its sole discretion to collect Occupancy Taxes and remit such Taxes to eligible and qualifying Hosts, based on tax information supplied by the Host, for ultimate reporting and remittance by such Host to the Tax Authority ("**Pass-Through Tax Feature**"). Such Hosts using the Pass-Through Tax Feature will be solely responsible for informing Airbnb about the correct Occupancy Tax amount to be collected from the Guest in accordance with applicable law and directly remitting the Occupancy Taxes to the relevant Tax Authority. Airbnb does not assume any liability for the failure of a participating Host to comply with any applicable tax reporting or remittance obligations. The amount of Occupancy Taxes, if any, collected and remitted by Airbnb will be visible to and separately stated to both Guests and Hosts on

their respective transaction documents. Where Airbnb is facilitating Collection and Remittance, Hosts are not permitted to collect any Occupancy Taxes being collected by Airbnb relating to their Accommodations in that jurisdiction.

13.5 Guests and Hosts agree that we may seek additional amounts from you in the event that the Taxes collected and/or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Occupancy Taxes collected is a refund of Occupancy Taxes collected by Airbnb from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

13.6 Airbnb reserves the right, with prior notice to Hosts, to cease the Collection and Remittance in any jurisdiction for any reason at which point Hosts and Guests are once again solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Accommodations in that jurisdiction.

## **14. Prohibited Activities**

14.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Airbnb Platform. In connection with your use of the Airbnb Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;
- use the Airbnb Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Airbnb endorsement, partnership or otherwise misleads others as to your affiliation with Airbnb;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Airbnb Platform in any way that is inconsistent with Airbnb's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;
- use the Airbnb Platform in connection with the distribution of unsolicited commercial messages ("spam");
- offer, as a Host, any Accommodation that you do not yourself own or have permission to make available as a residential or other property through the Airbnb Platform;
- unless Airbnb explicitly permits otherwise, book any Listing if you will not actually be using the Host Services yourself;
- contact another Member for any purpose other than asking a question related to your own booking, Listing, or the Member's use of the Airbnb Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;
- use the Airbnb Platform to request, make or accept a booking independent of the Airbnb Platform, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Listing Fees outside of the Airbnb Platform or Airbnb Payments. If you do so, you: (i) accept all risks and responsibility for such payment, and (ii) hold Airbnb harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- misuse or abuse any Listings or services associated with the Airbnb Open Homes program;
- use, display, mirror or frame the Airbnb Platform or Collective Content, or any individual element within the Airbnb Platform, Airbnb's name, any Airbnb trademark, logo or other proprietary information, or the layout and design of

- any page or form contained on a page in the Airbnb Platform, without Airbnb's express written consent;
- dilute, tarnish or otherwise harm the Airbnb brand in any way, including through unauthorized use of Collective Content, registering and/or using Airbnb or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Airbnb domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Airbnb Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Airbnb or any of Airbnb's providers or any other third party to protect the Airbnb Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Airbnb Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Airbnb Platform;
- export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

14.2 You acknowledge that Airbnb has no general obligation to monitor Member Content nor to actively seek facts or circumstances indicating illegal activity, but has the right to review, disable access to, or edit any Member Content, in order to (i) operate, secure and improve the security of the Airbnb Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist Airbnb in good faith, and to provide Airbnb with such information and take such actions as may be reasonably requested by Airbnb with respect to any investigation undertaken by Airbnb or a representative of Airbnb regarding the use or abuse of the Airbnb Platform.

14.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Airbnb by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

## **15. Term and Termination, Suspension and other Measures**

15.1 This Agreement shall be effective until such time when you or Airbnb terminate the Agreement in accordance with this provision.

15.2 You may terminate this Agreement at any time by sending us an email. If you cancel your Airbnb Account as a Host, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full refund. If you cancel your Airbnb Account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing's cancellation policy.

15.3 Without limiting our rights specified below, Airbnb may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

15.4 Airbnb may immediately, without notice, terminate this Agreement and/or stop providing access to the Airbnb Platform if (i) you have materially breached your obligations under these Terms, the Payments Terms, our Policies or Standards, (ii) you have violated applicable laws, regulations or third party rights, or (iii) such action is necessary to protect the personal safety or property of Airbnb, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

15.5 In addition, Airbnb may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Airbnb Account registration, Listing process or thereafter, (iv) you and/or your Listings or Host Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Airbnb otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) such action is necessary to protect the personal safety or property of Airbnb, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content;
- cancel any pending or confirmed bookings;
- limit your access to or use of the Airbnb Platform;
- temporarily or permanently revoke any special status associated with your Airbnb Account;
- temporarily or in case of severe or repeated offenses permanently suspend your Airbnb Account and stop providing access to the Airbnb Platform.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Airbnb and an opportunity to resolve the issue to Airbnb's reasonable satisfaction.

15.6 If we take any of the measures described above (i) we may refund your Guests in full for any and all confirmed bookings that have been cancelled, irrespective of preexisting cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

15.7 When this Agreement has been terminated, you are not entitled to a restoration of your Airbnb Account or any of your Member Content. If your access to or use of the Airbnb Platform has been limited or your Airbnb Account has been suspended or this Agreement has been terminated by us, you may not register a new Airbnb Account or access and use the Airbnb Platform through an Airbnb Account of another Member.

15.8 If Airbnb takes any of the measures described in this Section 15 you may appeal such a decision by contacting our customer service.

## **16. Disclaimers**

**Intentionally left blank**

## **17. Liability**

**Airbnb is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. Airbnb is liable for any negligent breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents; such liability is limited to the typically occurring foreseeable damages. Essential contractual obligations are such duties of Airbnb in whose proper fulfilment you regularly trust and must trust for the proper execution of the contract. Any additional liability of Airbnb is excluded.**

## **18. Indemnification**

To the maximum extent permitted by applicable law, you agree to release, defend (at Airbnb's option), indemnify, and hold Airbnb and its affiliates and subsidiaries, including but not limited to, Airbnb Payments, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the Airbnb Platform or any Airbnb Services, (iii) your interaction with any Member, stay at an Accommodation, participation in an Experience, Event or other Host Service, participation in the Group Payment Service, 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 (iv) your breach of any laws, regulations or third party rights. The indemnification obligation according to this Section 18 only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.

## **19. Dispute Resolution and Arbitration Agreement**

19.1 This Dispute Resolution and Arbitration Agreement shall apply if you bring any claim against Airbnb in the United States (to the extent not in conflict with Section 21).

19.2 *Overview of Dispute Resolution Process.* Airbnb is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section 19.1 applies: (1) an informal negotiation directly with Airbnb's customer service team, and (2) a binding arbitration administered by the American Arbitration Association ("**AAA**") using its specially designed Consumer Arbitration Rules (as modified by this Section 19 and except as provided in Section 19.6). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online ([www.adr.org](http://www.adr.org));
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at \$200;
- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

**19.3 Pre-Arbitration Dispute Resolution and Notification.** Prior to initiating an arbitration, you and Airbnb each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Airbnb's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) provided to the other party, as specified in the AAA Rules.

**19.4 Agreement to Arbitrate.** You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Airbnb Platform, the Host Services, the Group Payment Service, or the Collective Content (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Airbnb agree that the arbitrator will decide that issue.

**19.5 Exceptions to Arbitration Agreement.** You and Airbnb each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

**19.6 Arbitration Rules and Governing Law.** This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879.

**19.7 Modification to AAA Rules - Arbitration Hearing/Location.** In order to make the arbitration most convenient to you, Airbnb agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in San Francisco County; (c) in any other location to which you and Airbnb both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.

**19.8 Modification of AAA Rules - Attorney's Fees and Costs.** You and Airbnb agree that Airbnb will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of \$200 for claims of \$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Airbnb agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA Rules, to recover attorneys' fees and expenses if it prevails in arbitration.

**19.9 Arbitrator's Decision.** The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

**19.10 Jury Trial Waiver.** You and Airbnb acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.



**19.11 No Class Actions or Representative Proceedings.** You and Airbnb acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and Airbnb both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 19.11 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this Section 19.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and Airbnb agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

**19.12 Severability.** Except as provided in Section 19.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

**19.13 Changes.** Notwithstanding the provisions of Section 3 ("Modification of these Terms"), if Airbnb changes this Section 19 ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Airbnb's email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Airbnb (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Airbnb.

**19.14 Survival.** Except as provided in Section 19.12, this Section 19 will survive any termination of these Terms and will continue to apply even if you stop using the Airbnb Platform or terminate your Airbnb Account.

## **20. Feedback**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Airbnb Platform ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact" section of the Airbnb Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## **21. Applicable Law and Jurisdiction**

These Terms will be interpreted in accordance with Irish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The choice of law does not impact your rights as a consumer according to the consumer protection regulations of your country of residence. If you are acting as a consumer, judicial proceedings that you are able to bring against us arising from or in connection with these Terms may only be brought in a court with jurisdiction according to the laws of your country of residence or the Irish courts. If

Airbnb wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Irish courts.

## **22. General Provisions**

22.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Airbnb and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Airbnb and you in relation to the access to and use of the Airbnb Platform.

22.2 No joint venture, partnership, employment, or agency relationship exists between you and Airbnb as a result of this Agreement or your use of the Airbnb Platform.

22.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

22.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

22.5 Airbnb's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

22.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Airbnb's prior written consent. Airbnb may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

22.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by Airbnb via email, Airbnb Platform notification, or messaging service (including SMS and WeChat). If your booking is in respect of a Listing in Japan, you agree and acknowledge that such notifications via electronic means in lieu of a written statement, satisfies Airbnb's obligations under Article 59 Paragraph 1 of the Japanese Housing Accommodation Business Act.

22.8 If you have any questions about these Terms please email us.

# **EXHIBIT 2**



**DISTRICT COURT OF MARYLAND** for Baltimore City  
Located at 501 East Fayette St., Baltimore, Maryland 21202

C.5L copy

**WRIT OF SUMMONS**

Defendant: **AIRBNB INC, AIRBNB PAYMENTS INC.**  
Serve On: CORPORATION SERVICE COMPANY  
Address: 2711 CENTERVILLE ROAD SUITE 400  
WILMINGTON, DE 19808

Date Filed : Nov 16, 2018  
Issue Date : Nov 20, 2018  
Case Number : 010100281782018  
Complaint No. : 001

Trial Date : Mar 6, 2019  
Trial Time : 08:30 am  
Trial Room :

You are summoned to appear for trial at the date, time and location shown above. If you intend to be present at the trial, you must file the attached Notice of Intention to Defend within sixty days of receiving this complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

**MUST BE SERVED BY Dec 20, 2018**

**Mary J Abrams, Administrative Clerk / TEW80**

To Private Process Server :

You are hereby commanded to serve this writ of summons and to make your return promptly if served. If you are unable to serve, you are to make your return below and return the original process to the court no later than ten days following the termination of the validity of the process.

I certify that:

☐ I served a summons by delivery of the complaint and all supporting papers to \_\_\_\_\_  
on date \_\_\_\_/\_\_\_\_/20\_\_\_\_ at location \_\_\_\_\_

The person I left the papers with acknowledged being: (1) A resident of above listed address; (2) 18 years of age or older; (3) of suitable discretion in that relationship to the defendant is \_\_\_\_\_ and that; (4) the above listed address is the defendant's residence or usual place of abode. The facts upon which I concluded that individual served is of suitable age discretion are: \_\_\_\_\_

The cost of service is \$ \_\_\_\_\_

Description of the Defendant / Person Served : Race \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

☐ I was unable to serve because \_\_\_\_\_

Attempt: \_\_\_\_\_ Attempt: \_\_\_\_\_ Attempt: \_\_\_\_\_ Attempt: \_\_\_\_\_

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not party to the case.

Print Name of Process Server \_\_\_\_\_ Complete Address of Process Server \_\_\_\_\_  
Date : \_\_\_\_/\_\_\_\_/20\_\_\_\_ Signature : \_\_\_\_\_ Phone No. \_\_\_\_\_

CUT HERE ----- CUT HERE

**NOTICE OF INTENTION TO DEFEND**

Defendant: AIRBNB INC, AIRBNB PAYMENTS INC

Case # 010100281782018

Trial Date : Mar 6, 2019

Complaint # 001

Notice : If you **contest the claim** or any part thereof, you must complete this Notice of Intention to Defend and file with the court listed at the top of this summons no later than 60 days after you receive this Summons and be present in court on the trial date. If you do not appear judgment by default or the relief sought may be granted.

A corporation may enter an appearance only by an attorney except that an officer of the corporation may appear on its behalf if the action is based on a claim that does not exceed \$5,000.00.

Any reasonable accommodation for persons with disabilities should be requested by contacting the court prior to trial.

Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

**SEE ATTACHED NOTICE FOR IMPORTANT INFORMATION**

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Explanation of defense : \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_ Signature \_\_\_\_\_ (\_\_\_\_\_) Work Phone \_\_\_\_\_ (\_\_\_\_\_) Home Phone \_\_\_\_\_

Address/City/State/Zip code

Fax number

e-Mail Address

☐ Check this box if this is a new address.





**DISTRICT COURT OF MARYLAND** for Baltimore City  
Located at 501 East Fayette St., Baltimore, Maryland 21202

**WRIT OF SUMMONS.**

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Trial Time : 08:30 am  
Trial Room :

You are summoned to appear for trial at the date, time and location shown above. If you intend to be present at the trial, you must file the attached Notice of Intention to Defend within sixty days of receiving this complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

**MUST BE SERVED BY Dec 20, 2018**

**Mary J Abrams, Administrative Clerk / TEW**

To Private Process Server :

You are hereby commanded to serve this writ of summons and to make your return promptly if served. If you are unable to serve, you are to make your return below and return the original process to the court no later than ten days following the termination of the validity of the process.

I certify that:

☐ I served a summons by delivery of the complaint and all supporting papers to \_\_\_\_\_  
on date \_\_\_\_/\_\_\_\_/20\_\_\_\_ at location \_\_\_\_\_.  
The person I left the papers with acknowledged being: (1) A resident of above listed address; (2) 18 years of age or older;  
(3) of suitable discretion in that relationship to the defendant is \_\_\_\_\_  
and that; (4) the above listed address is the defendant's residence or usual place of abode. The facts upon which I  
concluded that individual served is of suitable age discretion are: \_\_\_\_\_  
The cost of service is \$ \_\_\_\_\_

Description of the Defendant / Person Served : Race \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

☐ I was unable to serve because \_\_\_\_\_  
Attempt: \_\_\_\_\_ Attempt: \_\_\_\_\_ Attempt: \_\_\_\_\_ Attempt: \_\_\_\_\_

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not party to the case.

Print Name of Process Server \_\_\_\_\_ Complete Address of Process Server \_\_\_\_\_  
Date : \_\_\_\_/\_\_\_\_/20\_\_\_\_ Signature : \_\_\_\_\_ Phone No. \_\_\_\_\_

CUT HERE ----- CUT HERE

**NOTICE OF INTENTION TO DEFEND**

Defendant : AIRBNB INC, AIRBNB PAYMENTS INC  
Trial Date : Mar 6, 2019

Case # 010100281782018  
Complaint # 001

Notice : If you **contest the claim** or any part thereof, you must complete this Notice of Intention to Defend and file with the court listed at the top of this summons no later than 60 days after you receive this Summons and be present in court on the trial date. If you do not appear judgment by default or the relief sought may be granted.

A corporation may enter an appearance only by an attorney except that an officer of the corporation may appear on its behalf if the action is based on a claim that does not exceed \$5,000.00.

Any reasonable accommodation for persons with disabilities should be requested by contacting the court prior to trial.

Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

**SEE ATTACHED NOTICE FOR IMPORTANT INFORMATION**

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Explanation of defense : \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_ Signature \_\_\_\_\_ (\_\_\_\_\_) Work Phone \_\_\_\_\_ (\_\_\_\_\_) Home Phone \_\_\_\_\_

Address/City/State/Zip code \_\_\_\_\_

Fax number \_\_\_\_\_ e-Mail Address \_\_\_\_\_

☐ Check this box if this is a new address.





## DISTRICT COURT OF MARYLAND FOR

LOCATED AT (COURT ADDRESS)

CV

CASE NO.

2878-2018

## PARTIES

Plaintiff

Jeannette Belliveau  
203 S. Ann St.  
Baltimore, MD 21231

VS.

Defendant(s):

1. AirBNB, Inc., AirBNB Payments, Inc.  
888 Brannan Street  
San Francisco, CA 94103

Serve by:

☐ Certified  
Mail  
☒ Private  
Process  
☐ Constable  
☐ Sheriff

2. Serve on: Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, DE 19808

Serve by:

☐ Certified  
Mail  
☐ Private  
Process  
☐ Constable  
☐ Sheriff

3. 11/16/18

Serve by:

☐ Certified  
Mail  
☐ Private  
Process  
☐ Constable  
☐ Sheriff

4. 11/16/18

Serve by:

☐ Certified  
Mail  
☐ Private  
Process  
☐ Constable  
☐ Sheriff

## ATTORNEYS

For Plaintiff - Name, Address, Telephone Number &amp; Code

COMPLAINT/APPLICATION AND AFFIDAVIT  
IN SUPPORT OF JUDGMENT☒ \$5,000 or under ☐ over \$5,000 ☐ over \$10,000Clerk: Please docket this case in an action of ☐ contract ☒ tort  
☐ replevin ☐ detinue ☐ bad faith insurance claim

The particulars of this case are:

Plaintiff listed rooms in her primary residence on AirBNB, the short-term rental platform, beginning in January 2014 (exhibit 1). Plaintiff received highest recognition of "Superhost" annually from 2014-18 (exhibit 2). On or around 8/9/2018, the defendant received a false report of an unsecured weapon from a guest who stayed in the plaintiff's property 7/27-29, 2018 (exhibit 3). Plaintiff noted she had no weapons whatsoever on her property (exhibit 4, 5). Despite more than 500 excellent reviews from guests, and no possibility of evidence of an unsecured weapon, the defendant removed the plaintiff from the AirBNB platform on 8/14/2018 (exhibit 6). Defendant ignored plaintiff's attempts to straighten out the matter (exhibit 7). Short-term rentals are the plaintiff's only source of income. She typically earns \$6,600-7,500 in the prime months of Sept/Oct/Nov/Dec. (exhibit 8). Due to delisting, these earnings are lost. She also lost her \$100 superhost coupon (exhibit 2). AirBNB terms of service permit taking disputes to small claims court (exhibit 9).

(See Continuation Sheet)

The Plaintiff claims \$5,000, plus interest of \$114. Interest at the ☒ legal rate ☐ contractual rate calculated at 6% from 8/14/18 to 2/15/19 (185 days x \$.81 per day) and attorney's fees of \$ plus court costs.

☐ Return of the property and damages of \$ for its detention in an action of replevin.  
☐ Return of the property, or its value, plus damages of \$ for its detention in action of detinue.  
☒ Other: Defendant reinstates plaintiff to AirBNB platform and demands judgment for relief.

*JM Belliveau*  
Signature of Plaintiff/Attorney/Attorney Code

Printed Name: Jeannette Belliveau

Address: 203 S. Ann St.

Telephone Number: Baltimore, MD 21231

Fax:

E-mail: amateurseulde@gmail.com

## MILITARY SERVICE AFFIDAVIT

☐ Defendant(s) is/are in the military service.  
☒ No Defendant is in the military service. The facts supporting this statement are: defendant is a multinational corporation, not an individual.

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

☐ I am unable to determine whether or not any Defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

11/16/18

Date

*JM Belliveau*  
Signature of Affiant

Signature of Affiant

## APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet  
☐ Vouchers ☐ Check ☒ Other written document ☒ Exhibits 1-9 ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the ☐ Plaintiff ☐ of the Plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

11/16/18

Date

*JM Belliveau*  
Signature of Affiant

Signature of Affiant

## NOTICE TO DEFENDANT

### Before Trial

If you agree that you owe the Plaintiff the amount claimed, you may contact the Plaintiff (or Plaintiff's attorney) before the trial date to arrange payment. If you wish to contest the claim, you should notify the clerk's office by filing a Notice of Intent to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date any evidence you want the Court to consider. If you do nothing, a judgment could be entered against you.

### If Judgment is Entered Against You (If You Lose)

**IF YOU DISAGREE WITH THE COURT'S RULING**, you may:

1. **APPEAL** to the Circuit Court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees, DCA-109A), unless the Court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, is:
  - **more than \$5,000**, you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure, DCA-027BR).
  - **\$5,000 or less**, you will have a new trial in the Circuit Court.

On your trial date you should bring with you any evidence that you want the Court to consider.

2. File a **MOTION FOR A NEW TRIAL** within **10 days** after the entry of judgment, stating your reasons clearly. If the Court denies your Motion, you may still file an appeal; if the Court grants your Motion, you must appear in the District Court for a new trial.
3. File a **MOTION TO ALTER OR AMEND THE JUDGMENT** within **10 days** after entry of judgment.
4. File a **MOTION TO REVISE OR VACATE THE JUDGMENT** within **30 days** after entry of judgment.

**IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS**, you may contact the Plaintiff or Plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the Plaintiff or Plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Interrogatories:** You must answer these written questions about your income and assets in writing under penalties of perjury.
2. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
3. **Writ of Execution:** The Court may issue a writ requiring the sale or seizure of any of your possessions except, with some exceptions, property that is exempt from execution. The exemptions are explained in detail on the reverse side of the Writ of Execution form, DC-CV-040. Further, the Court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
4. **Garnishment of Property:** The Court may issue a writ ordering a bank or other agent to hold your assets until further court proceedings.
5. **Garnishment of Wages:** The Court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. The clerk of the Court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: [http://www.mdcourts.gov/district/public\\_brochures.html](http://www.mdcourts.gov/district/public_brochures.html).

## NOTICE TO PLAINTIFF

### REQUESTING A JUDGMENT BY AFFIDAVIT OR DEFAULT:

Federal Law requires the filing of a military service affidavit. Information about the Servicemembers Civil Relief Act and the required affidavit can be found on the court's website at: <http://mdcourts.gov/reference/scra.html>.

### AFTER THE COURT ENTERS A JUDGMENT:

1. If the Court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the Defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

## Exhibit 1 — Started AirBNB January 2014

24 of 24

Inquiry at Lovely master suite, walk to JHMI for May 16, 2014 - July 20, 2014

Charm City Homestay x

Moritz (Airbnb) <express@airbnb.com>  
to me

Fri, Jan 3, 2014, 2:53 PM

Respond to Moritz by replying directly to this email.



Hi Jeanette,

I'm a final year medical student from Germany (Tuebingen, it's a small town in south Germany you might not know...), and I'm coming to Baltimore this year for a two month elective at John Hopkins Radiology (I can provide references, if you want to). That's why I'm looking for a place to stay for those two months, and although I haven't used Airbnb yet, I've found your place and it sounds very nice (especially because we do also have a dog at home :)). Do you accept guests for two months?

Thank's for your answer and best regards, Moritz



# Exhibit 2 — Superhost 2014, 2015, 2016, 2017, 2018

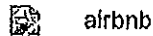


Jayze Vo <amateursguide@gmail.com>

**Hello, Superhost. You made it!**

Airbnb <automated@e.airbnb.com>  
Reply-To: Airbnb <reply@e.airbnb.com>  
To: amateursguide@gmail.com

Wed, Sep 17, 2014 at 6:12 PM



## Congratulations! You're a Superhost!

Hi Jeannette,

Your dedication and creativity make you an extraordinary host. We want to celebrate your passion for hospitality by awarding you Superhost status! Hosts like you focus on the things that matter most to guests—experience, communication, commitment, and quality.

You'll be able to see more information about your success as a host in the new section of your dashboard. Find out more about what it means to be a Superhost, and the rewards you'll receive.

**[Learn More](#)**

[Superhost Terms & Conditions](#)

Sent with ♥ from Airbnb, Inc.  
888 Brannan St, San Francisco, CA 94103



Jayze Vo <amateursguide@gmail.com>

## Welcome back, Superhost!

Airbnb <express@airbnb.com>  
To: amateursguide@gmail.com

Wed, Apr 8, 2015 at 6:27 PM



**Congratulations!**  
**Your Badge is Back!**

Hi Jeannette,

We're excited to let you know that you've earned Superhost status once again! Thank you for your continued dedication to providing extraordinary hospitality.

To continue to maintain your status, be sure to track your progress in the Superhost section of your dashboard. Here's a summary your activity in the year leading up to 2015-04-01, when you qualified for Superhost status:

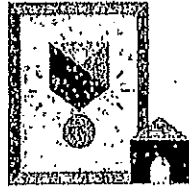
<b>Completed Trips:</b> 121
<b>Five-Star Reviews:</b> 90%
<b>Response Rate:</b> 99%
<b>Commitment Rate:</b> 100%

You've earned \$100 for travel!

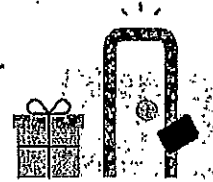
Charm City Homestay x

Airbnb <express@airbnb.com>  
to me

Thu, Jul 14, 2016, 8:37 AM



You've earned \$100 for  
travel!



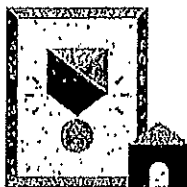
Wow Jeannette, it's time to celebrate. You're one of the few hosts who earned Superhost status four quarters in a row! Keeping your response rate high and getting great reviews while hosting frequently is a true achievement.

Enjoy this \$100 travel coupon (SHTZXEX) as a thank you for the extraordinary hospitality you provide Airbnb guests. Enter the code when you book a trip on Airbnb and the discount will be applied to your total.

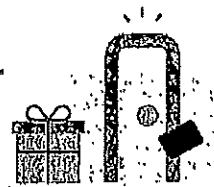
## u've earned \$100 for travel!

nb <express@airbnb.com>  
amateursguide@gmail.com

Wed, Jul 12, 2017 at 1:49



You've earned \$100 for  
travel!



Wow Jeannette, it's time to celebrate. You're one of the few hosts who earned Superhost status four quarters in a row! Keeping your response rate high and getting great reviews while hosting frequently is a true achievement.

Enjoy this \$100 travel coupon (SHSTWOCQWJ) as a thank you for the extraordinary hospitality you provide Airbnb guests. Enter the code when you book a trip on Airbnb and the discount will be applied to your total.\*

You'll also have access to all of the Superhost benefits:



**Premium support:** We've assembled a dedicated support team just for Superhosts. To get in touch fast, call (+)18883265753 or tweet at @AirbnbHelp.



**Stand out in Search:** Guests can easily find recognized hosts like you when they use the Superhost search filter.



**Superhost badge:** Everyone on Airbnb can see this special badge, and you can embed it on other websites or on social media. Go ahead — show off a little. #superhost

Your status is reevaluated each quarter, so remember to keep an eye on your host dashboard, and keep up the fabulous hospitality!

The Airbnb Team

\*Your travel code expires one year from today. And sorry, it isn't transferable to friends or family. We hope you'll use the credit to treat yourself!

[Learn More](#)[Superhost Terms & Conditions](#)

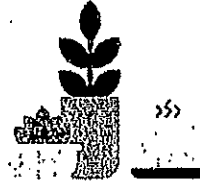
## Congratulations, you're a Superhost!

airbnb <express@airbnb.com>  
amateursguide@gmail.com

Tue, Jan 23, 2018 at 5:32



You're not just a host...  
you're a Superhost



Congratulations, Jeannette,

You did it again! You've been a Superhost now for 2017 quarters. In the year leading up to 2017-12-31, you qualified by hosting 166 trips and earning 5-star reviews 91% of the time. Your response rate was 100% with no cancellations.

You've delighted and supported your guests, and we think that deserves to be rewarded. Your Superhost status comes with these great benefits:



**Premium support:** We've assembled a dedicated support team just for Superhosts. To get in touch fast, call (+)18883265753 or tweet at @AirbnbHelp.



**Stand out in Search:** Guests can easily find recognized hosts like you when they use the Superhost search filter.



**Superhost badge:** Everyone on Airbnb can see this special badge, and you can embed it on other websites or on social media. Go ahead -- show off a little, #superhost

Your status is reevaluated each quarter, so remember to keep an eye on your host dashboard, and keep up the great hospitality!

The Airbnb Team

[Learn More](#)[Superhost Terms & Conditions](#)

Sent with ♥ from Airbnb  
[Email preferences](#)



Jayze Vo <amateuraguide@gmail.com>

## Read Stephanie's review

Airbnb <automated@airbnb.com>  
To: amateuraguide@gmail.com

Sat, Aug 11, 2018 at 7:23 PM

## Exhibit 3a -- Stephanie's review, email notice



### Here's what Stephanie wrote

"There was a gun at the front door, unsecured, within reach, 9mm hand gun in a small basket by front door. I've never left a bad review for any Airbnb, but I feel people should know in advance of reserving the accommodations. The gun was not disclosed as per Airbnb policy. I would not have rented this location had I known. Everything else was fine, but the gun "killed" it for me! Already reported to Airbnb."

Now that you've both written reviews, we've posted them to your Airbnb profiles.

While Stephanie's feedback can't be changed or removed, you can write a response that will appear directly below it.

Write a Response

## Exhibit 3b -- Stephanie's review, on AirBNB site



Stephanie

There was a gun at the front door, unsecured, within reach, 9mm hand gun in a small basket by front door. I've never left a bad review for any Airbnb, but I feel people should know in advance of reserving the accommodations. The gun was not disclosed as per Airbnb policy. I would not have rented this location had I known. Everything else was fine, but the gun "killed" it for me! Already reported to Airbnb.

From Richland, WA · July 2018 · 5

CharmCityHomestay: Oasis Suite-Relocation Advice 4U!

## bnb: Airbnb Trust and Safety

conse@airbnb.com <response@airbnb.com>  
ily-To: response@airbnb.com  
Jeannette Belliveau <amateursgilde@gmail.com>

## Exhibit 4a — Email from AirBNB

Thu, Aug 9, 2018 at 7:57



## Airbnb Customer Experience

Melody L., Aug 9, 04:57 PDT:

Hi Jeannette,

My name is Melody, and I am a case manager for the Trust and Safety team at Airbnb. I'm contacting you because we received a report of a weapon in the listing (CharmCityHomestay:Oasis Suite-RelocationAdvice 4U) and we'd like to learn more about this situation.

Hosts may have a weapon in their listing as long as it is safely secured. If the weapon is secured and in plain sight or discoverable by the guest, hosts are required to provide notice to their guests prior to booking. If the weapon is secured and is entirely out of sight of the guest at all times (for example, in a gun safe located in an off-limits room to guests), you are not required to notify your guests.

If you are found to be in violation of this policy, your account may be suspended or deactivated. We ask that you review our community's rules about safety, here:

[www.airbnb.com/help/article/1529](http://www.airbnb.com/help/article/1529)  
[www.airbnb.com/standards](http://www.airbnb.com/standards)  
[www.airbnb.com/terms](http://www.airbnb.com/terms)

While we gather more information about this matter, your account access has been temporarily limited. Please reply to this email with an explanation for the weapon reported, including model number and manufacturer, the room(s) they are located in and any other undisclosed weapons in or around the listing.

If we do not hear back from you within 48 hours we will move forward with suspending your account.

We hope you understand that this is important for the safety of all members of our community.

Thanks,

Melody  
[www.airbnb.com/help](http://www.airbnb.com/help)

THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.



THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.

For more information visit our Help Center

11/5/2018

Gmail - Airbnb: Airbnb Trust and Safety



Jayze Vo <amateursguide@gmail.com>

## Exhibit 4b — Plaintiff reply to defendant

### Airbnb: Airbnb Trust and Safety

Jeannette Belliveau <amateursguide@gmail.com>

Thu, Aug 9, 2018 at 8:47 AM

Reply-To: amateursguide@gmail.com

To: response@airbnb.com

Bcc: Drew Rieger <drew.rieger@gmail.com>

Hi Melody,

I have no weapons of any description anywhere on my property or elsewhere and have never owned or possessed a weapon

-- this statement of facts includes rooms, common areas, roof deck, bike shed, side alley, my person, on my bicycles (I don't have a car), and ever other atom and molecule of what is my home.

I am not sure why you received such a report.

Let me know if you need additional information.

Thank you,

Jeannette

(Quoted text hidden)

Jeannette Belliveau  
Baltimore, Md.  
Charm City Homestay



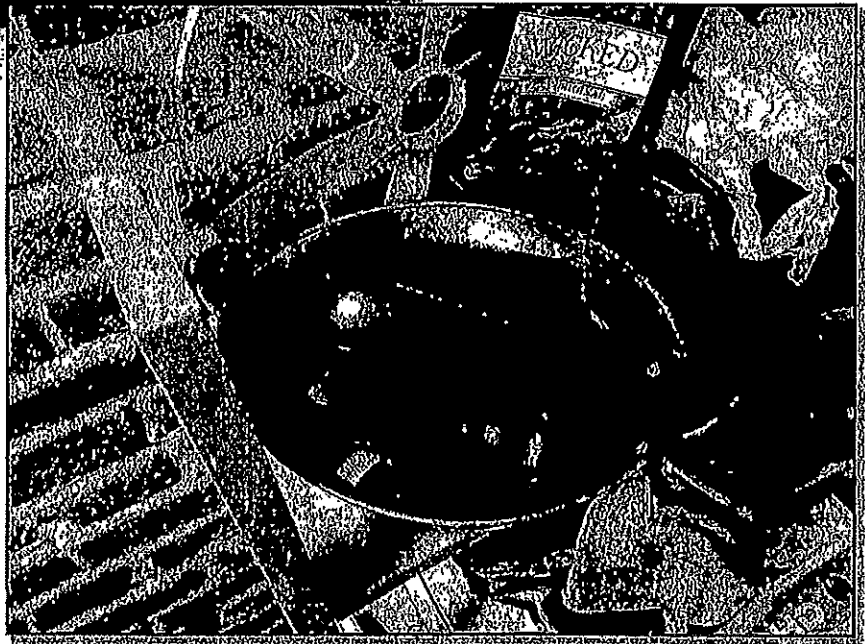
## Exhibit 5 -- Photos of the rubber training device

(at right) This imitation pistol is used in Krav Maga -- Israeli self-defense training -- to teach students how to evade and disarm an attacker. The plaintiff has used it in demonstrations with female AirBNB guests concerned about crime in Baltimore.



(at left)  
This photo of the plaintiff's living room shows how difficult it is to notice this training device. None of hundreds of guests has ever noticed or mentioned it; it's buried in the aluminum toy basket on the shelf at front right.

(at right) The aluminum basket holds a launcher for the dog's Frisbee toy and the plaintiff's glasses case. Underneath the glasses case is the Krav Maga training device. It is both difficult to notice, but if noticed, it clearly looks like rubber, not metal.



11/5/2018

Gmail - Airbnb: Airbnb Trust and Safety



## Exhibit 6 — AirBNB delists plaintiff

Jayze Vo <amateursguide@gmail.com>

Exhibit 6 — AirBNB delists plaintiff

### Airbnb: Airbnb Trust and Safety

response@airbnb.com <response@airbnb.com>  
Reply-To: response@airbnb.com  
To: Jeannette Belliveau <amateursguide@gmail.com>

Tue, Aug 14, 2018 at 7:10 PM



Airbnb Customer Experience

Melody L., Aug 14, 16:10 PDT:

Hi Jeannette,

Thank you for being a member of Airbnb. However, following a full review of your account, and in consideration of our community's Standards & Expectations, we have determined that we can no longer continue our business relationship. Effective immediately, your account has been deactivated as a result of this incident.

Pursuant to this removal, all of your pending and/or accepted bookings will be immediately canceled. As part of this process, we may: 1) communicate to your guests that a potential or confirmed booking has been cancelled; and 2) refer guests or potential guests to alternate accommodations that may be available.

By opening an Airbnb account, you agreed to abide by our Terms of Service and all other site policies, including the Standards & Expectations. Pursuant to these terms, Airbnb reserves the right to make the final determination regarding your account status. Furthermore, please note that we are not liable to a user in any way with respect to deactivating or canceling his or her account.

We cannot reconsider this determination or respond further regarding your account.

Please see the following FAQ for more information:  
<https://www.airbnb.com/support/question/432>

Regards,

Melody  
[www.airbnb.com/help](http://www.airbnb.com/help)

THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.



THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.

**Re: Airbnb: Airbnb Trust and Safety**

response@airbnb.com &lt;response@airbnb.com&gt;

Reply-To: response@airbnb.com

Jeannette Belliveau &lt;amateursguide@gmail.com&gt;

Wed, Oct 3, 2018 at 8:38

**Exhibit 7 - hitting a wall w. AirBNB****airbnb**

Airbnb Customer Experience

Raymart G, Oct 3, 18:30 PDT:

Hi Jeanette, This is Mac from the Customer Experience Team. I apologize for the inconvenience about the account though, I can see that it is undergoing technical difficulties. For this concern I will need to send this concern to one of our Case Managers to help us further with the case. If you happen to encounter other question or concern please let us know. Kind Regards, Mac

Raymart  
[www.airbnb.com/help](http://www.airbnb.com/help)

THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.



THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.

For more information visit our [Help Center](#)

D6PXE-EV2VJ

their reply to my followup email, which follows:



Jayze Vo <amateursguide@gmail.cc>

## bnb: Airbnb Trust and Safety

Jeannette Belliveau <amateursguide@gmail.com>  
Reply-To: amateursguide@gmail.com  
response@airbnb.com

Wed, Oct 3, 2018 at 4:57

Melody,

Please excuse my belated reply, I have been completing a big research project.

I have emailed my guest Stephanie Akker (User # 153521542) via two of her personal emails without a response. I'm copying my email to her below, in hopes that you can help straighten out this situation. Thank you, Jeannette

### \* CORRESPONDENCE FOLLOWS \*\*

Stephanie,

I hope this note finds you well. It was a pleasure to meet you, Sebastian and Dalen.

Was there a misunderstanding about something in the dog's toy basket in the living room? Did you think I had some kind of pistol unsecured?

A training device for Krav Maga (rubber, pistol shaped, no detailing or metal texture, bendable as shown in the attached photo) may have been very slightly peeking out from under some of Copper's toys.

Please let me know if this is indeed the case. If so, I'd appreciate it if you could get in touch with Airbnb to provide correct information.

Thanks, Jeannette

(Images attached)

S. This video link shows how we used the pistol in classes for Krav Maga, the Israeli military and street defense system.

YouTube: KRAV MAGA TRAINING • The Fastest gun disarm (Tutorial)

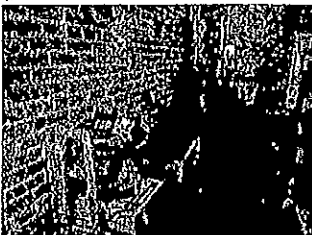
P.S. As I'm sure you know, Baltimore has been named the most dangerous big city in the U.S. for 2018.

Even in this state of affairs, I frequently discuss street safety with my guests, especially solo female travelers concerned about crime who deliberately select a female host with local knowledge. I provide them on request with a wearable personal alarm, as well as a demonstration on how to disarm criminals, given the number of my friends and neighbors who have been personally mugged and assaulted in the immediate area. I have also taught my nieces and nephews self-defense as they have had active shooters near their schools.

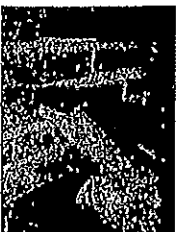
(quoted text hidden)

Jeannette Belliveau  
Baltimore, Md.  
Harm City Homestay  
(0-342-5131

### Attachments



LivingRoom.jpg  
953K



RubberTrainingDevice.jpg  
1015K



[Notifications](#)[Payment Methods](#)[Payout Preferences](#)[Transaction History](#)[Privacy](#)[Security](#)[Connected Apps](#)[Settings](#)[Badges](#)

## Exhibit 8 — 4 years of 4th quarter earnings (current earnings: \$0)

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NEW Welcome to your new Transaction History. Share your feedback.

### Transaction History

[Download CSV](#)[View Earnings Summary](#)[Completed Payouts](#) [Upcoming Payouts](#)[Gross Earnings](#)

**Paid Out: \$6,635.00**

[All Payout Methods](#) [All Listings](#)

From: September

2014

To: December

2014

[Notifications](#)[Payment Methods](#)[Payout Preferences](#)[Transaction History](#)[Privacy](#)[Security](#)[Connected Apps](#)[Settings](#)[Badges](#)[Invite Friends](#)

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## Transaction History

[Download .CSV](#)[View Earnings Summary](#)[Completed Payouts](#) [Upcoming Payouts](#)[Gross Earnings](#)

**Paid Out: \$7,553.00**

[All Payout Methods](#) [All Listings](#)

From: September

2015

To: December

2015

11/5/2018

Transaction History - Airbnb



Notifications

Payment Methods

Payout Preferences

**Transaction History**

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## Transaction History

Download .CSV

View Earnings Summary

Completed Payouts Upcoming Payouts

Gross Earnings

**Paid Out: \$7,322.00**

All Payout Methods

All Listings

From: September

2016

To: December

2016



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## Transaction History

[Download CSV](#)[View Earnings Summary](#)[Completed Payouts](#) [Upcoming Payouts](#)[Gross Earnings](#)

**Paid Out: \$6,783.88**

[All Payout Methods](#) [All Listings](#)

From: September

2017

To: December

2017

## Exhibit 9 — AirBNB Terms of Service



### 19. Dispute Resolution and Arbitration Agreement

19.1 This Dispute Resolution and Arbitration Agreement shall apply if your (i) Country of Residence is in the United States; or (ii) your Country of Residence is not in the United States, but bring any claim against Airbnb in the United States (to the extent not in conflict with Section 21).

19.2 *Overview of Dispute Resolution Process.* Airbnb is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section 19.1 applies: (1) an informal negotiation directly with Airbnb's customer service team, and (2) a binding arbitration administered by the American Arbitration Association ("AAA") using its specially designed Consumer Arbitration Rules (as modified by this Section 19 and except as provided in Section 19.6). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online ([www.adr.org](http://www.adr.org));
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at \$200;
- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

19.3 *Pre-Arbitration Dispute Resolution and Notification.* Prior to initiating an arbitration, you and Airbnb each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Airbnb's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) provided to the other party, as specified in the AAA Rules.

# **EXHIBIT 3**

IN THE CIRCUIT COURT FOR BALTIMORE CITY

JEANNETTE BELLIVEAU, \*  
Plaintiff, \*  
vs. \* Case No. 24-C-19-001836  
AirBNB Inc., \*  
Defendant. \*

\*\*\*\*\*

**PLAINTIFF'S REQUEST FOR LEAVE TO AMEND COMPLAINT**  
**AND**  
**FOR CONVERSION OF MATTER TO RECORD APPEAL**

JEANNETTE BELLIVEAU, Plaintiff, representing herself, hereby respectfully moves this Court, pursuant to Md. Rule 2-341(b)<sup>1</sup>, for leave to amend the ad damnum clause in her Complaint against AirBNB Inc. from \$5,000.00 (covering damages for 8/14/2018 to 12/31/2018) to an amount in excess of \$75,000.00 to account for the continuing damages resulting from the Defendant's negligence in connection with the publication of a false and defamatory review on the Plaintiff's AirBNB web page. As a result of the Defendant's failure to adequately investigate

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<sup>1</sup> "A party may file an amendment to a pleading after the dates set forth in section (a) of this Rule only with leave of court. If the amendment introduces new facts or varies the case in a material respect, the new facts or allegations shall be treated as having been denied by the adverse party. The court shall not grant a continuance or mistrial unless the ends of justice so require."

*See also* Md. Rule 7-112(d) (explaining that, in the context of de novo appeals heard in the Circuit Court, the form and sufficiency of pleadings are governed by the rules applicable in the District Court, but that the appeal shall otherwise proceed in accordance with the rules governing cases instituted in the circuit court). *See also Goldstein v. Bank*, 41 Md.App. 224 (1979) (stating that leave to amend pleadings should be granted freely in order to promote justice); *see also Gensler v. Korb Roofers, Inc.*, 37 Md.App. 538 (1977) (noting that amendments to pleadings are to be allowed freely and liberally so long as the factual pattern remains essentially the same and no new cause of action is stated invoking different legal principles).

the false post and Defendant's subsequent deactivation of the Plaintiff from the platform, the Plaintiff has suffered and continues to suffer tangible and significant economic damages. In addition, as the real amount in controversy exceeds \$5,000.00, the Plaintiff further requests that this Court convert the pending de novo appeal to an appeal on the record in accordance with Md. Rule 7-113, stating in support thereof as follows:

### **BRIEF FACTUAL AND PROCEDURAL BACKGROUND**

1. The Plaintiff, who makes her living as a short-term rental host<sup>2</sup>, originally filed a Complaint in November 2018 in the District Court for Baltimore City against the Defendant, the rental platform through which she had been earning over 90% of her income. The factual circumstances substantiating the Complaint began in August 2018 when the Defendant's Trust and Safety Department sent an email to the Plaintiff indicating its receipt of a report from a guest that a weapon was present at the Plaintiff's residence. (See Exhibit A.) Upon receipt of this email, the Plaintiff immediately replied that she had no weapons of any description on her property and expressed bafflement. (See Exhibit B.)

2. In its initial notice, the Defendant neglected to explain to the Plaintiff that a guest had provided a written statement to the Defendant alleging the presence of a "9mm hand gun" in the Plaintiff's residence, a fact that emerged eight (8) months later in the District Court hearing on this case. The Defendant provided no details to the Plaintiff regarding the report, causing the Plaintiff to wonder if her sewing scissors had led to the guest's complaint. Nor did the Defendant explain to the Plaintiff that a Customer Service representative also recommended that the guest provide a review to be published on the Plaintiff's listing page. Such a review was in fact

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<sup>2</sup> The Plaintiff rents out various rooms in her Upper Fells Point residence to individuals seeking short to mid-term lodging.

provided by the guest and subsequently published by the Defendant on the Plaintiff's listing page. (See Exhibit C.) The Defendant did not seek any clarification or explanation from the Plaintiff regarding the alleged "weapon" before proceeding.

3. The Defendant subsequently deactivated the Plaintiff from the platform, where she had been earning several thousand dollars monthly as her only source of income. Rather than providing any explanation for its actions or communicating with the Plaintiff, the Defendant instead bluntly stated that this action would not be reconsidered and that the Defendant would not respond further to the Plaintiff. (See Exhibit D, email from Defendant to Plaintiff stating in conclusion that "[w]e cannot reconsider this determination or respond further regarding your account.")

4. Only after the Defendant (1) disabled the links to the Plaintiff's listings, (2) falsely informed the Plaintiff's upcoming guests that the Plaintiff had cancelled their stays, and (3) terminated the Plaintiff's account, the Plaintiff finally learned that guest's review had reported a rubber training pistol, barely visible in the dog's toy basket, as a "9 mm hand gun." (See Exhibit E.)

5. The Defendant's abrupt dismissal of the Plaintiff occurred in the absence of any threat to guests in the Plaintiff's home. The guest did not provide her defamatory report and review to the Defendant until about 72 hours after leaving the Plaintiff's property, according to the Defendant's Counsel at the original trial. There was no threat to the complaining guest, presumably returned by this time to her domicile 400 miles from Baltimore. None of the guests staying in the Plaintiff's residence in the two-week time span between the Defendant's receipt of this erroneous report and the time the Defendant terminated the Plaintiff from its platform had any complaints—let alone a complaint regarding an unsecured weapon—nor had the Plaintiff's

650 or so previous guests expressed any concerns about the Plaintiff or her residence personally or through the Defendant. At all times these prior guests stayed with the Plaintiff, the rubber toy training pistol had been in the same location.

6. The Defendant's callous and negligent mishandling of this situation was clearly avoidable. In its haste, the Defendant gave no deference or consideration to the Plaintiff's stellar record as an AirBNB host with over 650 guests and 500 exemplary reviews over five-year period, choosing instead to blindly accept as fact the allegations presented in a single defamatory review. Only a moment or two of investigating would have revealed that the complaining guest was a profound outlier in a sea of glowing reviews and—at the very least—that the matter warranted further investigation. Instead, it appears that the Defendant's Trust and Safety Department has a policy of automatically terminating hosts without evidence or investigation and regardless of the merits of a complaint. Such a policy presents an incredible and irresponsible window of opportunity for mischief and harm. Individuals doing business in this competitive market could eliminate competitors by simply filing false reports, knowing that deactivation will be swift, imminent, and devoid of any real investigation or due process.

7. At the time her Complaint was originally filed, the Plaintiff had suffered actual damages in the range of \$5,000.00 from lost income and thus filed in Small Claims Court, seeking \$5,000.00 for the damages incurred from 8/14/2018 to 12/31/2018.

8. This case was heard in District Court in March 2019, wherein the Defendant's Counsel claimed that "safety was of paramount concern" in attempting to explain the Defendant's actions. However, despite the purported urgency claimed at trial, the Defendant waited two weeks to terminate the Plaintiff. This delay allowed the Defendant to collect an impressive fee for its share of a lucrative weekend in August where the Plaintiff hosted attendees

paying premium rates during the popular “Moonrise” music festival at Pimlico. This delay and the surrounding circumstances cast doubt on the Defendant’s apparent position that its conduct was necessary to quickly address a legitimate safety concern.

9. At the March hearing, the Defendant claimed erroneously and repeatedly that the company had conducted an “investigation,” that the company had spoken directly to the Plaintiff, that the Plaintiff had been “suspended” rather than terminated, that the Plaintiff’s reinstatement results from a “reopened investigation” rather than a lawsuit, and that the Plaintiff had been reinstated much earlier than was actually the case. Unpersuaded, the presiding Judge condemned the Defendant’s purported “investigation” as “bogus” and “a fraud,” emphasizing the fact that the Defendant never attempted to hear the Plaintiff’s side of the story before proceeding to strip her of her listing privileges and publish the review defaming her. The Judge’s Order, in effect, directed the removal of the defamatory review alleging the presence of an “unsecured 9mm hand gun” from the Plaintiff’s listing and threatened contempt proceedings if the Defendant failed to comply. In denying the pecuniary relief sought by the Plaintiff, the District Court relied on the “terms of service” signed by the Plaintiff stating that AirBNB would not “be liable for any incidental, special, exemplary or consequential damages, including lost profits.” The legality and/or enforceability of the underlying contract between the parties was not addressed.

### **REQUEST TO AMEND DAMAGES**

#### **A. Continuing Economic Damages**

10. Since the Plaintiff’s filing of her initial complaint, she has continued to suffer additional damages as a result of the Defendant’s arbitrary deactivation and similarly erratic reversal of the deactivation. Her monthly income is down by 90 percent. So that these additional



damages may be considered within the confines of the instant proceeding, allowing for the ultimate and just resolution of this matter, the Plaintiff seeks leave to amend her Complaint.

11. The effects of the Defendant's conduct on the Plaintiff's livelihood are tangible and substantial. The Plaintiff's bookings and income through AirBNB is now less than 10 percent of what it was during same time period in the prior year. (See Exhibit F). As such, it appears as though the damage caused by the Defendant's careless approach to handling complaints and investigations may be irreparable. Prior to being terminated in August 2018, the Plaintiff's several short-term rentals were fully booked on a regular basis. Since her reinstatement in March 2019, the Plaintiff has struggled to consistently fill her rooms.

12. The Plaintiff requests leave of this Court to amend her complaint to account for damages that have accrued since the filing of her District Court action and will continue to accrue for the foreseeable future, as the destructive effects of the Defendant's callous and otherwise negligent conduct continue to wreak havoc on the Plaintiff's ability to make a living.

**B. Additional Damages**

13. In addition to the continuing loss of income due to lost rentals resulting from the Defendant's publication of the defamatory post and its deactivation of the Plaintiff, the Plaintiff also remains encumbered by damage to her reputation, emotional distress from being rendered unable to support herself without public assistance, and a lack of confidence in her ability to make a living as a short-term rental host.

14. With this Court's permission, the Plaintiff would also be amending her complaint to include a request for punitive damages, given the stark indifference of the Defendant to the consequences of its actions. The following actions taken by the Defendant have appeared

inexplicable to neutral observers, including the Judge in Small Claims Court, and support an award for punitive damages in favor of the Plaintiff. The Defendant:

- (a) Failed to contact the Plaintiff for additional details regarding the complaint;
- (b) Has yet to identify the alleged unsecured weapon purportedly substantiating its course of conduct;
- (c) Either overlooked or disregarded the Plaintiff's record as an AirBNB host in immediately acting on a single baseless negative review;
- (d) Denied the Plaintiff any meaningful opportunity to be heard before taking action against her;
- (e) Has yet to complete a legitimate inquiry into the matter and failed to take any meaningful steps to mitigate the damages caused.

15. If the Plaintiff's instant request for leave to amend her Complaint is denied, the Plaintiff will be required to file a separate action before this Court for the continuing damages that have accrued since the time of her initial filing and have not been presented for consideration by this Court or the District Court.

16. In the interests of justice and judicial economy, the Plaintiff asks this Court for leave to amend the ad damnum clause of her Complaint to reflect the additional damages that have accrued since the filing of her initial Complaint as described herein, given the following facts:

- (a) The Defendant's negligence in handling its receipt of a false report;
- (b) The Defendant's indifference to the harm caused the Plaintiff and inaction to correct its response from August until February;

(c) The emotional trauma and financial harm directly caused to the Plaintiff as a result of Defendant's conduct;

(d) The wanton particulars of the Plaintiff's removal from the AirBNB platform – that is, the links to her listing stopped working, then she received an outcry from her many upcoming guests wondering “why she had cancelled them,” as she sat at the dolphin exhibit feeling faint and distressed at the National Aquarium, then she was terminated by AirBNB, and only AFTER termination did she piece together that a guest had reported a rubber training pistol in the dog's toy basket. (See Exhibit C); and

(e) The publication of a false review containing the dangerous assertion that the Plaintiff had an unsecured, unregistered weapon in dog's toy basket by front door, leaving herself and her property exposed to criminal activity.

#### **IV. CONVERSION TO APPEAL ON THE RECORD**

**17.** In conjunction with her request to amend the damages sought in complaint, the Plaintiff respectfully asks this Court to convert the pending de novo appeal to an appeal on the record, as the amended damages sought dictate that a record appeal will be required. Pursuant to Md. Code Ann., Courts & Judicial Proceedings § 12-401(f), “in a civil case in which the amount in controversy exceeds \$5,000 exclusive of interest, costs, and attorney's fees ... an appeal shall be heard on the record made in the District Court.”

**18.** The Plaintiff has a copy of the audio recording from the District Court proceeding, and is prepared to order a transcript thereof to be provided to this Court upon the Court's granting of this request for leave to amend.

**WHEREFORE**, the Plaintiff respectfully requests that this Court grant her the following relief in the interests of justice and judicial economy:

A. That this Court permit the Plaintiff to amend her complaint so that the Court may consider the damages that have accrued since the filing of her District Court complaint and which will continue to accrue for the foreseeable future, if not indefinitely;

B. That this Court convert this matter to an appeal on the record in accordance with Maryland's Rules of Civil Procedure governing District Court Appeals with an amount in controversy exceeding \$5,000.00;

C. That this Court continue the hearing presently scheduled for May 10, 2019, so as to afford ample time for the generation and transmission of the transcript to this Court; and

D. That this Court grant any such further and additional relief as may be appropriate.

RESPECTFULLY SUBMITTED,

---

JEANNETTE BELLIVEAU  
203 South Ann St.  
Baltimore, MD 21231  
410-342-5131  
amateursguide@gmail.com

I hereby certify under the penalty of perjury that the facts contained in the foregoing document are true and accurate to the best of my knowledge, information and belief.

---

JEANNETTE BELLIVEAU

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on \_\_\_\_\_, April \_\_\_\_\_, 2019, a copy of the foregoing document was hand delivered to:

Spencer Evans, Esq.  
Niles, Barton & Wilmer  
111 S. Calvert St.  
Suite 1400  
Baltimore, MD 21202

Counsel for Defendant

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JEANNETTE BELLIVEAU

IN THE CIRCUIT COURT FOR BALTIMORE CITY

JEANNETTE BELLIVEAU, \*  
Plaintiff, \*  
vs. \* Case No. 24-C-19-001836  
AIRBNB INC., \*  
Defendant. \*

\*\*\*\*\*

**ORDER**

Upon consideration of the Plaintiff's Request for Leave to Amend Complaint and for Conversion to Record Appeal, any response thereto, and any other relevant information, it is, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the Circuit Court for Baltimore City,

**ORDERED**, that the Plaintiff's Request for Leave to Amend Complaint be, and is hereby, GRANTED. It is further

**ORDERED**, that the Plaintiff shall submit her amended complaint with this Court on or before \_\_\_\_\_. It is further

**ORDERED**, that the amendments made by the Plaintiff shall be limited to those proposed by Plaintiff in her Request. It is further

**ORDERED**, that this matter shall be converted to an appeal on the record, pursuant to Courts & Judicial Proceedings § 12-401(f). It is further

**ORDERED**, that the hearing presently scheduled for May 10, 2019 be continued to \_\_\_\_\_. It is further

**ORDERED**, that the Plaintiff shall request the transmittal of the transcript from the District Court for Baltimore City to this Court on or before \_\_\_\_\_.

And, it is further

**ORDERED**, that

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\_\_\_\_\_  
**JUDGE**

# **EXHIBIT 4**



IN THE CIRCUIT COURT FOR BALTIMORE CITY

JEANNETTE BELLIVEAU, \*  
Plaintiff, \*  
vs. \* Case No. 24-C-19-001836  
AirBNB Inc., \*  
Defendant. \*

RECEIVED  
2019 MAY -6 AM 11:15  
CIRCUIT COURT  
BALTIMORE CITY  
CIVIL DIVISION

\*\*\*\*\*

**APPELLANT'S REPLY TO APPELLEE'S OPPOSITION  
TO AMENDED REQUEST TO AMEND**

JEANNETTE BELLIVEAU, Appellant, representing herself, hereby respectfully and briefly responds to two allegations included in the Appellee's Opposition to the Appellant's request for leave to amend; specifically, the allegations that (1) her amended complaint would include additional causes of action and (2) that such amendment is sought as an act of procedural gamesmanship, stating as follows:

1. Contrary to claims by the Appellee, there has been no change to her original cause of action. The Appellant was economically devastated by the Appellee's negligent removal of her listings from the AirBNB platform in August 2018. The Appellant filed a straightforward tort complaint in November 2018. If permitted, the Appellant's amended complaint would include additional damages that continue to accrue as a result of Appellee's negligent conduct in connection with the Appellant's de-listing.

2. Further, the Appellee's Opposition mischaracterizes the Appellant's goals in seeking her amendment. The Appellant, a pro se litigant, is not seeking tactical or mischievous legal advantages in her Request to Amend. She simply seeks to provide the continuing narrative of the significant financial straits -- quite possibly permanent and far more dire now than at the

tort filing in November -- of the Appellee's inexplicable, negligent and callous delisting of her short-term rental rooms.

3. The Appellant remains confident that the Court will be desirous of hearing the true and disconcerting facts of this case, which have been significantly distorted in the Appellee's Response.

RESPECTFULLY SUBMITTED,



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JEANNETTE BELLIVEAU  
203 South Ann St.  
Baltimore, MD 21231  
410-342-5131  
amateursguide@gmail.com

I hereby certify under the penalty of perjury that the facts contained in the foregoing document are true and accurate to the best of my knowledge, information and belief.



---

JEANNETTE BELLIVEAU

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on Monday, May 6, 2019, a copy of the foregoing document was hand delivered to:

Spencer Evans, Esq.  
Niles, Barton & Wilmer  
111 S. Calvert St.  
Suite 1400  
Baltimore, MD 21202

Counsel for Defendant



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JEANNETTE BELLIVEAU