

Terms of Service

Thank you for using Whimstay!

Last Updated: April 30, 2019

We provide our services to Hosts (“**Hosts**”) of properties available for short-term rental (“**Property**”) and travelers (“**Travelers**”) who are looking for last-minute opportunities to meet their travel schedule. These Terms of Service (“**Terms**”) govern your access to and use of the Whimstay Platform. **Please read these Terms carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Whimstay Platform, you agree to comply with and be bound by these Terms of Service.**

These Terms constitute a legally binding agreement (“**Agreement**”) between you and Whimstay, Inc. (as defined below) governing your access to and use of the Whimstay website, including any subdomains thereof, and any other websites through which Whimstay, Inc. makes its services available (collectively, “**Site**”), our mobile, tablet and other smart device applications, and application program interfaces (collectively, the “**App**”) and all associated services (collectively, “**Whimstay Services**”). The Site, the App and Whimstay Services together are hereinafter collectively referred to as the “**Whimstay Platform**”. Our [Content Policy](#), [Privacy Policy](#) and other policies (collectively, “**Policies**”) applicable to your use of the Whimstay Platform are incorporated by reference into this Agreement.

When these Terms mention “**Whimstay**,” “**we**,” “**us**,” or “**our**,” it refers to Whimstay, Inc., 100 Pringle Avenue, Suite 360, Walnut Creek, CA 94596, United States.

Our collection and use of personal information in connection with your access to and use of the Whimstay Platform is described in our [Privacy Policy](#).

Any and all payment processing services through or in connection with your use of the Whimstay Platform are provided by Stripe, Inc. and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the “**Stripe Services Agreement**”). By agreeing to these terms or continuing to operate as a Host on Whimstay.com, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Whimstay enabling payment processing services through Stripe, you agree to provide Whimstay accurate and complete information about you and your business, and you authorize Whimstay to share it and transaction information related to your use of the payment processing services provided by Stripe.

Hosts alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Properties and Property Services, including, but not limited to, any and all laws, rules, ordinances, regulations or other requirements relating to taxes, credit cards, data and privacy, permits or license requirements, zoning ordinances, safety compliance and compliance with all anti-discrimination and fair housing laws, as applicable. For example,

some cities have laws that restrict their ability to rent properties to Travelers for short periods or provide certain Property Services. In many cities, Hosts may have to register, get a permit or obtain a license before providing certain Property Services. The Hosts are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Property Services they offer. Certain types of Property Services may be prohibited altogether. Penalties may include fines or other enforcement. If you have questions about how local laws apply to your Properties and Property Service(s) on Whimstay, you should always seek legal guidance.

1. Scope of Whimstay Services

1.1 The Whimstay Platform is an online platform that enables registered users (“**Members**”) and certain third parties who offer services (Members who offer services are “**Hosts**” and the services they offer are “**Property Services**” or singularly, a “Property Service”) to publish such Property Services on the Whimstay Platform and to communicate and transact directly with Members that are seeking to book such Property Services (Members using Property Services are “**Travelers**”).

1.2 As the provider of the Whimstay Platform, Whimstay does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Property Services. Hosts alone are responsible for their Property Services. When Members make or accept a Booking, they are entering into a contract directly with each other. Whimstay is not and does not become a party to or other participant in any contractual relationship between Members, nor is Whimstay a real estate broker or insurer. Whimstay is not acting as an agent in any capacity for any Member, except as specified in these Terms.

1.3 While we may help facilitate the resolution of disputes, Whimstay has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Property or Property Services, (ii) the truth or accuracy of any Property descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Whimstay does not endorse any Member, Property or Property Services. Any description on the Whimstay site or the App is not an endorsement, certification or guarantee by Whimstay 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 a Property or use other Property Services, or communicate and interact with other Members, whether online or in person.

1.4 If you choose to use the Whimstay Platform as a Host, your relationship with Whimstay is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Whimstay 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 Whimstay. Whimstay 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 Property Services. You acknowledge and agree that you have complete discretion whether to publish Property Services or otherwise engage in other business or employment activities.

1.5 To promote the Whimstay Platform and to increase the exposure of Property Services to potential Travelers, Property Services and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements.

1.6 The Whimstay Platform may contain links to third-party websites or resources (such as the property management systems of Hosts) (“**Third-Party Services**”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Whimstay 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 Whimstay of such Third-Party Services.

1.7 Due to the nature of the Internet, Whimstay cannot guarantee the continuous and uninterrupted availability and accessibility of the Whimstay Platform. Whimstay may restrict the availability of the Whimstay 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 Whimstay Platform. Whimstay may improve, enhance and modify the Whimstay Platform and introduce new Whimstay Services from time to time.

2. Eligibility, Using the Whimstay 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 Whimstay Platform or register a Whimstay Account. By accessing or using the Whimstay 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 Whimstay may make access to and use of the Whimstay Platform, or certain areas or features of the Whimstay 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 history.

2.3 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).

2.4 The access to or use of certain areas and features of the Whimstay 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 Whimstay 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.

2.5 If you access or download the App from the Apple App Store, you agree to **Apple's Licensed Application End User License Agreement**. If you access or download the App from the Google Play Store, you agree to the **Google Play Terms of Service**.

Some areas of the Whimstay 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. Account Registration

3.1 You must register an account ("**Whimstay Account**") to access and use certain features of the Whimstay Platform, such as publishing or booking a Property. If you are registering a Whimstay 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.

3.2 You must have a mobile phone number to register and use a Whimstay Account. You may disable the connection between your Whimstay Account and your mobile phone number at any time, by contacting support@whimstay.com.

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

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

3.5 You are responsible for maintaining the confidentiality and security of your Whimstay Account credentials and may not disclose your credentials to any third party. You must immediately notify Whimstay 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 Whimstay Account. You are liable for any and all activities conducted through your Whimstay 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. Content

4.1 Whimstay 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 Whimstay Platform ("**Member Content**"); and (ii) access and view Member Content and any content that Whimstay itself makes available on or through the Whimstay Platform, including proprietary Whimstay content and any content licensed or authorized for use by or through Whimstay from a third party ("**Whimstay Content**" and together with **Member Content**", "**Combined Content**").

4.2 The Whimstay Platform, Whimstay 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 Whimstay Platform and Whimstay Content, including all associated intellectual property rights, are the exclusive property of Whimstay 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 Whimstay Platform, Whimstay Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Whimstay used on or in connection with the Whimstay Platform and Whimstay Content are trademarks or registered trademarks of Whimstay 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 Whimstay Platform, Whimstay Content, and/or Combined Content are used for identification purposes only and may be the property of their respective Member.

4.3 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 Whimstay Platform or Combined 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 Whimstay or its licensors, except for the licenses and rights expressly granted in these Terms.

4.4 Subject to your compliance with these Terms, Whimstay 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 Combined Content made available on or through the Whimstay Platform and accessible to you, solely for your personal and non-commercial use.

4.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the Whimstay Platform, you grant to Whimstay 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 Whimstay Platform, in any media or platform. Unless you provide specific consent, Whimstay 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.

4.6 You are solely responsible for all Member Content that you make available on or through the Whimstay 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 Whimstay Platform or you have all rights, licenses, consents and releases that are necessary to grant to Whimstay 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 our 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.

4.7 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 our [Content Policy](#) or any other Whimstay policy. Whimstay may, without prior notice, remove or disable access to any Member Content that Whimstay finds to be in violation of these Terms or our then-current [Policies](#), or otherwise may be harmful or objectionable to Whimstay, its Members, third parties, or property.

4.8 Whimstay respects copyright law and expects its Members to do the same. If you believe that any content on the Whimstay Platform infringes copyrights you own, please notify us.

5. Service Fees and Processing Fee

5.1 Whimstay may charge fees to Hosts ("**Host Fees**") and/or Travelers ("**Traveler Fees**") (collectively, "**Service Fees**") in consideration for the use of the Whimstay Platform.

5.2 Any applicable Traveler Fees (including any applicable Taxes) will be displayed to a Traveler prior to booking a Property. Whimstay reserves the right to change the Travelers Fees at any time.

5.3 You are responsible for paying any Host Fees that you owe to Whimstay. Whimstay will deduct any Host Fees before remitting the payout to the Host. Except as otherwise provided on the Whimstay Platform, Service Fees are non-refundable.

5.4 Whimstay may charge a processing fee to Hosts for processing of a Security Deposit in connection with your Property Service.

6. Terms specific for Hosts

6.1 Terms applicable to all Properties

6.1.1 When creating a Property Service through the Whimstay Platform you must (i) provide complete and accurate information about your Property Service (such as Property description and location), (ii) disclose any deficiencies, restrictions (such as house rules) and requirements that apply (such as any minimum age) and (iii) provide any other pertinent information requested by Whimstay. You are responsible for keeping your Property Service information (including calendar availability) up-to-date at all times. You may allow us to import certain information about your Property Service, including, but not necessarily limited to, listing description, location, any restrictions or requirements, Nightly Rate, as defined below, or other charges such as cleaning fees directly from your property management system, your calendar management system (e.g. iCal) or other systems maintained by you through application program interfaces ("Imported Data"). You are responsible for the accuracy of Imported Data and you authorize Whimstay to use Imported Data to display your Property Service on the Whimstay Platform

6.1.2 You are solely responsible for setting a per-night price (excluding any Taxes, if applicable, or other charges such as cleaning fees) (the "Nightly Rate"). Whimstay will apply a

discount, as defined herein, to the Nightly Rate to create an adjusted price (“Discounted Nightly Rate”), provided however, you may establish a “do not rent below” rate (the “Minimum Rate”). If the calculated Discounted Nightly Rate is less than the Minimum Rate, Whimstay will display and apply the Minimum Rate to your Property Service. Once a Traveler completes a Booking of your Property Service, you may not request that the Traveler pay a higher price than the Discounted Nightly Rate or Minimum Rate, as applicable, for each night booked as displayed in the Booking receipt. In addition, you are solely responsible for setting other fees, such as cleaning fees, pet fees or any other fees applicable to your Property Service (the “Other Fees”). You authorize Whimstay to display and apply the Discounted Nightly Rate or the Minimum Rate, applicable at the time of the booking, for any booking of your Property Service on the Whimstay Platform and acknowledge that all bookings on the Whimstay Platform are final at the time of booking and cannot be cancelled unless a significantly unusual circumstance applies as defined in the [Unusual Circumstance Policy](#) .

6.1.3 To extent that any terms and conditions included in your Property Service, in relation to cancellations, conflict with these Terms, these Terms shall control.

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

6.1.5 The placement and ranking of Property Services in search results on the Whimstay Platform may vary and depend on a variety of factors, such as Traveler search parameters and preferences, Host requirements, price and calendar availability, number and quality of Images, customer service, Reviews and Ratings, type of Property Service, and/or ease of booking.

6.1.6 When a Traveler completes a Booking on the Whimstay Platform, you are entering into a legally binding agreement with the Traveler and are required to provide your Property Service(s) to the Traveler, as described in your Property Service. You also agree to pay the applicable Host Fee and any applicable Taxes.

6.1.7 Whimstay recommends that Hosts obtain appropriate insurance for their Property 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 a Traveler (and the individuals the Traveler has booked for, if applicable) while staying at your Property or participating in your other Property Services.

6.2 Listing Properties

6.2.1 Unless expressly allowed by Whimstay, you may not list more than one Property per Property Service.

6.2.2 If you choose to require a security deposit for your Property ("**Security Deposit**"), you must specify this in your Property Service. Hosts are not allowed to ask for a Security Deposit

after a booking has been made or outside of the Whimstay Platform. Whimstay will use commercially reasonable efforts to address Hosts' Damage Claims related to Security Deposits provided such Damage Claims i) are made through the Whimstay Platform, ii) are made within five (5) business days of the checkout time or the Overstay and iii) the Damage Claim does not exceed the amount of the Security Deposit. Whimstay is not responsible for administering or accepting any claims by Hosts outside of the Whimstay Platform or that exceed the amount of the Security Deposit.

6.2.3 You represent and warrant that any Property Service you post, or any Imported Data you authorize to be displayed on the Whimstay Platform, and the booking of, or a Traveler's stay at, a Property 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 Property at your request or invitation, excluding the Traveler and any individuals the Traveler invites to the Property.

7. Terms specific for Travelers

7.1 Terms applicable to all Bookings

7.1.1 Subject to meeting any requirements (such as completing any verification processes) set by Whimstay and/or the Host, you can book a Property Service on the Whimstay Platform by following the respective booking process. All applicable fees, including the Discounted Nightly Rate or Minimum Rate, as applicable for the number of nights included in the Booking, the Other Fees, the Security Deposit (if applicable), the Traveler Fees and any applicable Taxes (collectively, "**Total Fees**") will be presented to you prior to booking a Property Service. You agree to pay the Total Fees for any completed Booking in connection with your Whimstay Account.

7.1.2 Upon receipt of a Booking confirmation from Whimstay, a legally binding agreement is formed between you and your Host, subject to any additional terms and conditions of the Host that apply, including any rules and restrictions specified in the Property Service. Whimstay will collect the Total Fees at the time of the Booking.

7.1.3 If you book a Property Service, you are required to ensure that every additional guests 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 allow access to the Property Service to a guest that is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor.

7.2 Booking Properties

7.2.1 You understand that a completed booking of a Property (a "**Booking**") is a limited license granted to you by the Host to enter, occupy and use the Property 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 Property, in accordance with your agreement with the Host.

7.2.2 You agree to leave the Property no later than the checkout time that the Host specifies in the Property Service 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 Property 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 Nightly Rate posted by the Host to cover the inconvenience suffered by the Host, plus all applicable Traveler 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 a Property, you authorize Whimstay to charge you to collect Overstay Fees. A Security Deposit, if required by a Host, may be applied to any Overstay Fees.

7.2.3 If the Property Service requires you to pay a Security Deposit and there are no Damage Claims, you will receive a refund of the Security Deposit with 7-14 days after the checkout time or the end of the Overstay.

7.2.4 A Host may offer a damage waiver (“**Damage Waiver**”) as part of a Property Service. A Damage Waiver is a form of insurance that may cover i) accidental damages to the Property during your Booking, ii) may have maximum coverage limits and exclusions and iii) is an arrangement between you and the Host. Whimstay is not a party to Damage Waiver. You should contact the Host to get information regarding the terms of any Damage Waiver.

8. Booking Changes, Cancellations and Refunds

8.1 Whimstay is a “Final Sale” service. As a result, unless significant unusual circumstances exist, you will not receive a refund if you are unable to use the Property Service included in the Booking. See [Unusual Circumstance Policy](#) .

8.2 In certain circumstances, Whimstay may decide, in its sole discretion, that it is necessary to cancel a Booking and make appropriate refund and payout decisions. This may be for reasons set forth in our [Unusual Circumstance Policy](#) or (i) where Whimstay believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to Whimstay, other Members, third parties or property, or (ii) for any of the reasons set out in these Terms.

8.3 If a Traveler suffers a problem as defined in [Unusual Circumstance Policy](#) , Whimstay may determine, in its sole discretion, to refund the Traveler part or all of the Total Fees.

8.4 If Whimstay decides that it is necessary to cancel a Booking and Whimstay issues a refund to the Traveler in accordance with the [Unusual Circumstance Policy](#) , you, as a Host, agree that in the event you have already been paid, Whimstay 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. Ratings and Reviews

9.1 Within a certain timeframe after completing a Booking, Travelers and Hosts can leave a public review (“**Review**”) and submit a star rating (“**Rating**”) about their experience. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of Whimstay. Ratings and Reviews are not verified by Whimstay for accuracy and may be incorrect or misleading.

9.2 Ratings and Reviews by Travelers and Hosts must be accurate and may not contain any offensive or defamatory language. Ratings and Reviews are subject to Section 4 and must comply with our [Content Policy](#) .

9.3 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.

9.4 Ratings and Reviews are part of a Member’s public profile and may also be displayed elsewhere on the Whimstay Platform (such as the Property page) together with other relevant information such as number of Bookings, average response time and other information. In addition, Ratings and Reviews may be aggregated and used by Whimstay on other sites to promote the Whimstay Services.

10. Damage to Properties, Disputes between Members

10.1 As a Traveler, you are responsible for leaving the Property (including any personal or other property located at the Property) 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 Property, excluding the Host (and the individuals the Host invites to the Property, if applicable).

10.2 If a Host claims and provides evidence that you as a Traveler have damaged a Property or any personal or other property at a Property ("**Damage Claim**"), the Host can seek payment from you. If a Host escalates a Damage Claim to Whimstay, you will be given an opportunity to respond. If you agree to pay the Host, or Whimstay determines in its sole discretion that you are responsible for the Damage Claim, Whimstay may collect any such sums from you and/or against the Security Deposit (if applicable) required to cover the Damage Claim pursuant to these Terms. Whimstay also reserves the right to otherwise collect payment from you and pursue any remedies available to Whimstay in this regard in situations in which you are responsible for a Damage Claim.

10.3 Members agree to cooperate with and assist Whimstay in good faith, and to provide Whimstay with such information and take such actions as may be reasonably requested by Whimstay, in connection with any Damage Claims or other complaints or claims made by Members relating to (i) the Property or any personal or other property located at a Property. A Member shall, upon our 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 Whimstay or a third party selected by Whimstay or its insurer, with respect to losses for which a Member is requesting payment from Whimstay.

10.4 If you are a Traveler, you understand and agree that Whimstay 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 a Property) of the Host. You agree to cooperate with and assist Whimstay in good faith, and to provide Whimstay with such information as may be reasonably requested by Whimstay, 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 Whimstay may reasonably request to assist Whimstay in accomplishing the foregoing.

11. Rounding off

Whimstay generally supports payment amounts that are payable from or to Travelers or Hosts, respectively to the smallest unit supported by a given currency (i.e., U.S. cents, Euro cents or other supported currencies). Where our third-party payment services provider does not support payments in the smaller unit supported by a given currency, Whimstay may, in its sole discretion, round up or round down amounts that are payable from or to Travelers or Hosts, respectively 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, Whimstay may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

12. Taxes

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

12.2 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.

12.3 You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where your Property is located may require Taxes to be collected from Travelers or Hosts on the Discounted Nightly Rate or Minimum Rate, as applicable, for the number of nights included in the Booking, Other Fees and fees payable to Whimstay, 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 Nightly Rate 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**").

12.4 In certain jurisdictions, Whimstay may decide in its sole discretion to facilitate collection and remittance of Occupancy Taxes from or on behalf of Travelers or Hosts, in accordance these Terms ("**Collection and Remittance**") if such jurisdiction asserts Whimstay 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 Whimstay to collect Occupancy Taxes from Travelers on the Host's behalf at the time Total Fees are collected,

and to remit such Occupancy Taxes to the Tax Authority. The amount of Occupancy Taxes, if any, collected and remitted by Whimstay will be visible to and separately stated to both Travelers and Hosts on their respective transaction documents. Where Whimstay is facilitating Collection and Remittance, Hosts are not permitted to collect any Occupancy Taxes being collected by Whimstay relating to their Properties in that jurisdiction.

12.5 You agree that any claim or cause of action relating to our facilitation of Collection and Remittance of Occupancy Taxes shall not extend to any supplier or vendor that may be used by Whimstay in connection with facilitation of Collection and Remittance, if any. Travelers 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 Whimstay from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

12.6 Whimstay 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 Travelers are once again solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Properties in that jurisdiction.

13. Prohibited Activities

13.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Taxes that may apply to your use of the Whimstay Platform. In connection with your use of the Whimstay 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 any community standards established by Whimstay for the Whimstay Platform;
- use the Whimstay Platform or Combined Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Whimstay endorsement, partnership or otherwise misleads others as to your affiliation with Whimstay;

copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Whimstay Platform in any way that is inconsistent with our [Privacy Policy](#) or these Terms or that otherwise violates the privacy rights of Members or third parties;

- use the Whimstay Platform in connection with the distribution of unsolicited commercial messages ("spam");
- offer, as a Host, any Property that you do not yourself own or have permission to make available as a residential or other property through the Whimstay Platform;
- unless Whimstay explicitly permits otherwise, make a Booking if you will not actually be using the Property Services yourself;
- contact another Member for any purpose other than asking a question related to your own Booking or the Member's use of the Whimstay 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 Whimstay Platform to request, make or accept a Booking independent of the Whimstay Platform, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Total Fees outside of the Whimstay Platform. 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 Whimstay harmless from any liability for such payment;
- discriminate against or harass anyone based on 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;
- use, display, mirror or frame the Whimstay Platform or Combined Content, or any individual element within the Whimstay Platform, our name, any Whimstay trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Whimstay Platform, without our express written consent;
- dilute, tarnish or otherwise harm the Whimstay brand in any way, including through unauthorized use of Combined Content, registering and/or using Whimstay 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 Whimstay domains, trademarks, taglines, promotional campaigns or Combined 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 Whimstay Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Whimstay or any of our providers or any other third party to protect the Whimstay Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Whimstay Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Whimstay Platform;
- [export, re-export, import, or transfer the App except as authorized by United States law and any other applicable laws;]or confirm “Application”
- violate or infringe anyone else’s rights or otherwise cause harm to anyone.

13.2 You acknowledge that Whimstay has no obligation to monitor the access to or use of the Whimstay 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 Whimstay 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 Whimstay in good faith, and to provide Whimstay with such information and take such actions as may be reasonably requested by Whimstay with respect to any investigation

undertaken by Whimstay or a representative of Whimstay regarding the use or abuse of the Whimstay Platform.

13.3 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 Whimstay by contacting us with the name and location of the police station where you filed a police report 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).

14. Term and Termination, Suspension and other Measures

14.1 This Agreement shall be effective upon acceptance of these Terms and will remain in effect until cancelled in accordance with these Terms.

14.2 You may terminate this Agreement at any time by sending us an email (“Termination Notice”). If you cancel your Whimstay Account as a Host, the Termination Notice will become effective 10 days after the notice date; however, your Property Service will immediately be removed from the Whimstay Platform and we will no longer accept Bookings of your Property Service. You must honor any Booking(s) prior to the Termination Notice. If you cancel your Whimstay Account as a Traveler, any Booking(s) will be automatically cancelled and any refund will depend upon [Unusual Circumstance Policy](#) .

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

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

14.5 reword [In addition, Whimstay may immediately terminate your account in 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 (ii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Whimstay Account registration, listing process or thereafter, (iii) you and/or your Property or Property Services at any time fail to meet any applicable quality or eligibility criteria, (iv) you have repeatedly received poor Ratings or Reviews or Whimstay otherwise becomes aware of or has received complaints about your performance or conduct or (vii) Whimstay believes in good faith that such action is reasonably necessary to protect the personal safety or property of Whimstay, its Members, or third parties, or to prevent fraud or other illegal activity.

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

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

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

14.8 If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

15. Disclaimers

If you choose to use the Whimstay Platform or Combined Content, you do so voluntarily and at your sole risk. The Whimstay Platform and Combined 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 Whimstay Services, laws, rules, or regulations that may be applicable to your Properties and/or Property Services you are receiving and that you are not relying upon any statement of law or fact made by Whimstay relating to a Property or Property Service.

If we choose, or are required by a third party or under applicable government regulations, 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 the Property Services may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. You assume full responsibility for the choices you make before, during and after your participation in the Property Services. If you are bringing a minor as an additional Traveler, you are solely responsible for the supervision of that minor throughout the duration of your Property Service and to the maximum extent permitted by law, you agree to release and hold harmless Whimstay from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the Property Service or in any way related to your Property 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.

16. Liability

16.1 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 Whimstay Platform and Combined Content, your publishing or booking of any Property Service via the Whimstay Platform, your stay at any Property or any other interaction you have with other Members whether in person or online remains with you. Neither Whimstay nor any other party involved in creating, producing, or delivering the Whimstay Platform or Combined 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 Whimstay Platform or Combined 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 Whimstay Platform, or (iv) from your publishing or booking of a Property, including the provision or use of a Property Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Whimstay 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, in no event will our aggregate liability arising out of or in connection with these Terms and your use of the Whimstay Platform including, but not limited to, from your publishing or booking of any Property or Property Service via the Whimstay Platform, or from the use of or inability to use the Whimstay Platform or Combined Content and in connection with any Property or Property Service or interactions with any other Members, exceed the amounts you have paid or owe for bookings via the Whimstay Platform as a Traveler 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 Whimstay 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 Whimstay and you.

17. Indemnification

You agree to release, defend (at our option), indemnify, and hold Whimstay and its affiliates, 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 any community standards established by Whimstay for use of the Whimstay Platform, (ii) your improper use of the Whimstay Platform or any Whimstay Services, (iii) your interaction with any Member, stay at an Property, 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) our Collection and Remittance of Occupancy Taxes, or (v) your breach of any laws, regulations or third party rights.

18. Dispute Resolution and Arbitration Agreement

18.1 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 Whimstay in the United States (to the extent not in conflict with Section 21).

18.2 *Overview of Dispute Resolution Process.* Whimstay 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 18.1 applies: (1) an informal negotiation directly with customer support, 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 18.6). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online (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.

18.3 *Pre-Arbitration Dispute Resolution and Notification.* Prior to initiating an arbitration, you and Whimstay 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 customer support 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) provided to the other party, as specified in the AAA Rules.

18.4 *Agreement to Arbitrate.* You and Whimstay 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 Whimstay Platform or the Combined 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 Whimstay agree that the arbitrator will decide that issue.

18.5 *Exceptions to Arbitration Agreement.* You and Whimstay 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).

18.6 *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 or by calling the AAA at 1-800-778-7879.

18.7 *Arbitration Hearing/Location.* In order to make the arbitration most convenient to you, Whimstay agrees that any required arbitration hearing may be conducted, at your option, (a) in Contra Costa County; (b) via phone or video conference; or (c) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.

18.8 *Attorney’s Fees and Costs.* You will be responsible for payment of any initial filing fee under the AAA Rules. 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. Whimstay retains all rights it may have under applicable law or the AAA Rules, to recover attorneys’ fees and expenses if it prevails in arbitration.

18.9 *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.

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

18.11 *No Class Actions or Representative Proceedings.* You and Whimstay 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 Whimstay 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.

18.12 *Severability.* Except as provided in Section 18.11, 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.

18.13 *Changes.* Notwithstanding the provisions of Section 21 (“Modification of these Terms”), if Whimstay changes this Section 18 (“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 our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Whimstay 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).

18.14 *Survival.* Except as provided in Section 18.12 and subject to Section 15.8, this Section 18 will survive any termination of these Terms and will continue to apply even if you stop using the Whimstay Platform or terminate your Whimstay Account.

19. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Whimstay Platform (“**Feedback**”). You may submit Feedback by emailing us, through the “Contact” section of the Whimstay 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.

20. Applicable Law and Jurisdiction

20.1 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 18 must be brought in state or federal court in Martinez, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Martinez, California.

21. General Provisions

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

21.2 Whimstay 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 Whimstay Platform and update the “Last Updated” date at the top of these Terms. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Whimstay Platform will constitute acceptance of the revised Terms.

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

21.4 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.

21.5 Our 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.

21.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without our prior written consent. Whimstay 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.

21.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by Whimstay via email, Whimstay Platform notification, or messaging service (including SMS). The date of receipt will be deemed the date on which Whimstay transmits the notice.

21.8 If you have any questions about these Terms please [email us](#).