

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

IN PARTICULAR, OWNERS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE CITIES. SOME CITIES HAVE LAWS THAT RESTRICT THEIR ABILITY TO HOST PAYING GUESTS FOR SHORT PERIODS. THESE LAWS ARE OFTEN PART OF A CITY'S ZONING OR ADMINISTRATIVE CODES. IN MANY CITIES, HOSTS MUST REGISTER, GET A PERMIT, OR OBTAIN A LICENSE BEFORE LISTING A PROPERTY OR ACCEPTING GUESTS. CERTAIN TYPES OF SHORT-TERM BOOKINGS MAY BE PROHIBITED ALTOGETHER. LOCAL GOVERNMENTS VARY GREATLY IN HOW THEY ENFORCE THESE LAWS. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. HOSTS SHOULD REVIEW LOCAL LAWS BEFORE LISTING A SPACE ON AIRBNB.

1. **Key Terms**

TGHRentals provides an online platform that connects homeowners who have accommodations to rent with guests seeking to rent such accommodations (collectively, the "**Services**"), which Services are accessible at www.tghrentals.com and as applications for mobile, tablet and other smart devices and application program interfaces (collectively, the "**Application**").

If you are using the Site, Application or Services and you reside in the USA, these Terms of Service are between you and TGHRentals.

"**Accommodations/Rental**" means residential and other properties.

"**TGHRental Content**" means all Content that TGHRentals makes available through the Site, Application, Services, or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding Member Content.

"**Rental Request Period**" means the time period starting from the time when a booking is requested by a Guest (as determined by TGHRentals in its sole discretion), within which a Homeowner may decide whether to confirm or reject that booking request, as stated on the Site, Application or Services. Different Booking Request Periods may apply in different places.

"**Collective Content**" means Member Content and TGHRentals Content.

"**Content**" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"**Guest**" means a Member who requests from a Homeowner a booking of a Listing via the Site, Application or Services, or a Member who stays at an Accommodation and is not the Homeowner for the associated Listing.

"Homeowner" means a Member who creates a Listing via the Site, Application and Services.

"Listing" means an Accommodation that is listed by a Homeowner as available for rental via the Site, Application, and Services.

"Member" means a person who completes TGHRentals account registration process, including but not limited to Homeowners and Guests, as described under "Account Registration" below.

"Member Content" means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing, Member profile or TGHRentals promotional campaign to be made available through the Site, Application or Services.

"Tax" or **"Taxes"** mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), transient occupancy taxes, tourist or other visitor taxes, accommodation or lodging taxes, fees (such as convention center fees) that Accommodation providers may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

2. **Terms of Service**

By using the Site, Application or Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("**Terms**"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined below), and your participation in the Referral Program (defined below), and constitute a binding legal agreement between you and TGHRentals.

In addition, certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site, Application or Services in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH HOMEOWNERS MAY CREATE LISTINGS FOR ACCOMMODATIONS AND GUESTS MAY LEARN ABOUT AND BOOK ACCOMMODATIONS DIRECTLY WITH THE HOMEOWNER. YOU UNDERSTAND AND AGREE THAT TGHRentals IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN HOMEOWNERS AND GUESTS, NOR

IS TGHRentals A REAL ESTATE BROKER, AGENT OR INSURER. TGHRentals HAS NO CONTROL OVER THE CONDUCT OF HOMEOWNERS, GUESTS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY ACCOMMODATIONS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IF YOU CHOOSE TO CREATE A LISTING ON TGHRentals, YOU UNDERSTAND AND AGREE THAT YOUR RELATIONSHIP WITH TGHRentals IS LIMITED TO BEING A MEMBER AND AN INDEPENDENT, THIRD-PARTY CONTRACTOR, AND NOT AN EMPLOYEE, AGENT, JOINT VENTURER OR PARTNER OF TGHRentals FOR ANY REASON, AND YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF TGHRentals. TGHRentals DOES NOT CONTROL, AND HAS NO RIGHT TO CONTROL, YOUR LISTING, YOUR OFFLINE ACTIVITIES ASSOCIATED WITH YOUR LISTING, OR ANY OTHER MATTERS RELATED TO ANY LISTING, THAT YOU PROVIDE. AS A MEMBER YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF TGHRentals, INCLUDING BY INAPPROPRIATELY USING ANY TGHRentals [INTELLECTUAL PROPERTY](#).

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND RECEIVE OUR SERVICES WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

3. **Modification**

TGHrentals reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will either post the modification on the Site or via the Application or otherwise provide you with notice of the modification. We will also update the "Last Updated" date at the top of these Terms. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.

4. **Eligibility**

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 or older.

5. **How the Site, Application and Services Work**

The Site, Application and Services can be used to facilitate the listing and booking of **Accommodations**. Such Accommodations are included in Listings on the Site, Application and Services by Homeowners. You may view Listings as an unregistered visitor to the Site, Application and Services; however, if you wish to book an Accommodation or create a Listing, you must first register to create a TGHRentals Account

As stated above, TGHRentals makes available an online platform or marketplace with related technology for Guests and Homeowners to meet online and arrange for bookings of Accommodations directly with each other. TGHRentals is not an owner or operator of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Accommodations, nor is it a provider of properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Accommodations and TGHRentals does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties, including, but not limited to, hotel rooms, motel rooms, other lodgings or Accommodations or transportation or travel services. Unless explicitly specified otherwise in the TGHRentals platform, TGHRentals' responsibilities are limited to facilitating the availability of the Site, Application and Services.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE HOMEOWNERS AND GUESTS CONNECTING AND BOOKING ACCOMMODATIONS DIRECTLY WITH EACH OTHER. TGHRentals CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY ACCOMMODATIONS. AIRBNB IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND ACCOMMODATIONS. ACCORDINGLY, ANY BOOKINGS WILL BE MADE OR ACCEPTED AT THE MEMBER'S OWN RISK.

6. **Account Registration**

In order to access certain features of the Site and Application, create a Listing, you may have to register to create an account ("**TGHrentals Account**") and become a Member. You may register to join the Services directly via the Site or Application or as described in this section.

Your TGHRentals Account and your TGHRentals Account profile page will be created for your use of the Site and Application based upon the personal information you provide to us. You agree to provide accurate, current and complete information during the

registration process and to update such information to keep it accurate, current and complete. TGHRentals reserves the right to suspend or terminate your TGHRentals Account and your access to the Site, Application if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms of Service.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your TGHRentals Account, whether or not you have authorized such activities or actions. You will immediately notify TGHRentals of any unauthorized use of your TGHRentals Account.

7. Accommodation Listings

As a Member, you may create Listings. To create a Listing, you will be asked a variety of questions about the Accommodation to be listed, including, but not limited to, the location, capacity, size, features, and availability of the Accommodation and pricing and related rules and financial terms. In order to be featured in Listings via the Site, Application and Services, all Accommodations must have valid physical addresses. Listings will be made publicly available via the Site, Application and Services. You understand and agree that the placement or ranking of Listings in search results may depend on a variety of factors.

Other Members will be able to book your Accommodation via the Site, Application and Services based upon the information provided in your Listing, your Guest requirements, and Guests' search parameters and preferences.

You acknowledge and agree that you alone are responsible for any and all Listings and Member Content you post. Accordingly, you represent and warrant that any Listing you post and the booking of, or a Guest's stay at, an Accommodation in a Listing you post (i) will not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, lease or rental agreements, and (ii) will (a) be in compliance with all applicable laws (such as zoning laws and laws governing rentals of residential and other properties), Tax requirements, Intellectual Property laws, and rules and regulations that may apply to any Accommodation included in a Listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that TGHRentals assumes no responsibility for a Homeowner's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. TGHRentals reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that TGHRentals in its sole discretion, considers to be objectionable for any reason.

If you are a Homeowner, you understand and agree that TGHRentals does not act as an insurer or as your contracting agent. If a Guest requests a booking of your Accommodation and stays at your Accommodation, any agreement you enter into with such Guest is between you and the Guest and TGHRentals is not a party to it.

If you are a Homeowner, TGHRentals makes certain tools available to you to help you to make informed decisions about which Members you choose to confirm or preapprove for booking for your Accommodation. You acknowledge and agree that, as a Homeowner, 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 the individuals the Guest invites to the Accommodation, if applicable.)

TGHRentals recommends that Homeowner obtain appropriate insurance for their Accommodations. Please review any insurance policy that you may have for your Accommodation carefully, and in particular please 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 invites to the Accommodation, if applicable) while at your Accommodation.

8. **No Endorsement**

TGHRentals does not endorse any Member, Listing or Accommodation.

Members are required by these Terms to provide accurate information. Although TGHRentals may, for transparency or fraud prevention or detection purposes, directly or through third parties, ask you to provide a form of government identification, your date of birth, and other information, or undertake additional checks and processes designed to help verify or check the identities or backgrounds of Members and/or screen Member information against third party databases or other sources, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

By registering for an TGHRentals Account, you agree that TGHRentals may - but is not obligated to - request a consumer report on you from a Consumer Reporting Agency. If we do request a consumer report, we'll request and use it in compliance with applicable law, including the Fair Credit Reporting Act.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from TGHRentals with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any bookings or Listings made by you.

Bookings and Financial Terms

A. Key definitions

"Rental Fees" means the amounts that are due and payable by a Guest in exchange for that Guest's stay in an Accommodation. The Homeowner alone, and not TGHRentals, is responsible for the Rental Fees for his or her Listing. The

Homeowner may in his or her sole discretion decide to include in these amounts (i) a cleaning fee or any other fee permitted on the TGHRentals platform, or (ii) Taxes that the Homeowner determines that he or she has to collect.

"**User Fees**" means the fee that TGHRentals never charges a Guest for the use of the Site or Application,

"**Homeowner Fees**" means the fee that TGHRentals charges a Homeowner for the use of the Services, Applications and creating a Listing on TGHRentals.com

"**Payment Method**" means a payment method that you have added to your TGHRentals Account, such as a check, credit card, debit card or PayPal.

"**Service Fees**" means collectively the Guest Fees and the Host Fees.

"**Total Fees**" means collectively the Rental Fees and the Guest Fees plus any Taxes.

B. *Bookings and Financial Terms for Homeowners*

Homeowners are responsible for accuracy of calendar, rental fee and collection of funds for Accommodations

TGHRentals does not collect Payments on behalf of Homeowners.

Each Homeowner may, in accordance with the cancellation policy selected by the Homeowner and reflected in the relevant Listing, permit the Guest to cancel the booking and refund to the Guest that portion of the Rentals Fees specified in the applicable cancellation policy.

C. *Bookings and Financial Terms for Guests*

The Homeowners, not TGHRentals, are solely responsible for honoring any confirmed bookings and making available any Accommodations reserved through the Site, Application and Services. If you, as a Guest, choose to enter into a transaction with a Homeowner for the booking of an Accommodation, you agree and understand that you will be required to enter into an agreement with the Homeowner and you agree to accept any terms, conditions, rules and restrictions associated with such Accommodation imposed by the Homeowner. You acknowledge and agree that you, and not TGHRentals, will be responsible for performing the obligations of any such agreements, that TGHRentals is not a party to such agreements, disclaims all liability arising from or related to any such agreements.

You as a Guest agree to pay the Total Fees for any booking requested, and in most cases confirmed, in connection with your TGHRentals Account.

Once your confirmed booking transaction is complete you will receive a confirmation email from the Homeowner summarizing your confirmed booking.

D. *Cancellations and Refunds*

If, as a Guest, you wish to cancel a confirmed booking made via the Site, Application and Services, either prior to or after arriving at the Accommodation, the cancellation policy of the Homeowner contained in the applicable Listing will apply to such cancellation.

Donations

Some Hosts may pledge to donate a portion of the funds they receive from confirmed bookings made via the Site, Application and Services to a particular cause or charity. We do not take any responsibility or liability for whether the Homeowner does in fact make the donation he or she pledged to make. In such cases, the Homeowner in question is responsible for his or her own compliance with all laws and regulations applicable to such pledges and/or fund-raising.

Booking Modifications

You as a Guest or Homeowner are responsible for any modifications to a booking and you agree to pay any Rental Fees, Guest Fees, Homeowner Fees, Services Fees, and/or Taxes associated with such Booking Modifications.

9. **Taxes**

You as a Homeowner understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Listings. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. TGHRentals cannot and does not offer Tax-related advice to any Members.

You understand and acknowledge that appropriate governmental agencies, departments or authorities (the "**Tax Authority**") where your Accommodation is located may require Taxes to be collected from Guests or Homeowners on the amount paid for the right to use and/or occupancy of accommodations, 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 rent or Rental Fees set by Homeowners, a set amount per day, or other variations, and are sometimes called "occupancy taxes," "hotel taxes," "lodging taxes," "transient taxes," "sales and use taxes," "value added taxes," "room taxes" or "tourist taxes" (hereafter, "**Occupancy Taxes**").

Occupancy Tax Collection and Remittance

The Homeowner and not TGHRentals is solely responsible for collection and remittance of all taxes.

10. **Foreign Currency**

TGHRentals or Homeowners are not required to accept foreign currency for Rental Fees, Service Fee or Taxes

11. **Damage to Accommodations and Security Deposits**

As a Guest, you are responsible for leaving the Accommodation in the condition it was in when you arrived. You acknowledge and agree that, as a Guest, 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. In the event that a Homeowner claims otherwise and provides evidence of damage ("**Damage Claim**"), including but not limited to photographs, you agree to pay the cost of replacing the damaged items with equivalent items.

Homeowners may choose to include security deposits in their Listings ("**Security Deposits**"). Each Listing will describe whether a Security Deposit is required for the applicable Accommodation. TGHRentals will use commercially reasonable efforts to address Homeowner' requests and claims related to Security Deposits, but TGHRentals is not responsible for administering or accepting any Damage Claims by Hosts related to Security Deposits, and disclaims any and all liability in this regard.

All claims for damages are between Guest and Homeowner, TGHRentals is not responsible for the resolution of any claims of damage.

Security Deposits, if required by a Homeowner, may be applied to any fees due from a Guest overstaying at a Listing without the Homeowner's consent.

12. **Overstaying without the Homeowner's Consent**

Guests agree that a confirmed booking is merely a license granted by the Homeowner to the Guest to enter and use the Listing for the limited duration of the confirmed booking and in accordance with the Guest's agreement with the Homeowner. Guests further agree to leave the Accommodation no later than the checkout time that the Homeowners specifies in the Listing or such other time as mutually agreed upon between the Homeowner and Guest. If a Guest stays past the agreed upon checkout time without the Homeowner's consent, they no longer have a license to stay in the Listing and the Homeowner is entitled to make the Guest leave. In addition, Guests agree that the Host can charge the Guest, for each 24 hour period that the Guest stays over the agreed period without the Homeowner's consent, an additional nightly fee of two times the average nightly Rental Fee originally paid by the Guest to cover the inconvenience suffered by the Homeowner, plus all applicable Service Fees, Taxes, and any legal expenses incurred by the Homeowner to make the Guest leave (collectively, "**Additional Sums**").

13. **User Conduct**

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;

- use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;
- access or use our Site, Application, Services, expose, or allow to be used or exposed, any TGHRentals Content: (i) that is not publicly displayed by TGHRentals in its search results pages or listing pages before a booking is confirmed; (ii) in any way that is inconsistent with the TGHRentals Privacy Policy or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of TGHRentals' users or any other third party;
- use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies TGHRentals endorsement, partnership or otherwise misleads others as to your affiliation with TGHRentals;
- dilute, tarnish or otherwise harm the TGHRentals brand in any way, including through unauthorized use of Collective Content, registering and/or using TGHRentals 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 TGHRentals domains, trademarks, taglines, promotional campaigns or Collective Content
- copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
- infringe the rights of TGHRentals or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual right
- interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- "stalk" or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any

other user other than for purposes of transacting as an TGHRentals Guest or Homeowner;

- offer, as a Homeowner, any Accommodation that you do not yourself own or have permission to rent as a residential or other property (without limiting the foregoing, you will not list Accommodations as a Homeowner if you are serving in the capacity of a rental agent or listing agent for a third party);
- offer, as a Homeowner, any Accommodation that may not be rented or subleased pursuant to the terms and conditions of an agreement with a third party, including, but not limited to, a property rental agreement;
- register for more than one TGHRentals Account or register for an TGHRentals Account on behalf of an individual other than yourself;
- unless TGHRentals explicitly permits otherwise, request or book a stay at any Accommodation if you will not actually be staying at the Accommodation yourself;
- contact another Member for any purpose other than asking a question related to a Booking, Accommodation, Listing, or the Member's use of the Site, Application and Services;
- recruit or otherwise solicit any Homeowner or other Member to join third-party services or websites that are competitive to TGHRentals, without TGHRentals' prior written approval;
- recruit or otherwise solicit any Member to join third-party services, applications or websites, without our prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;
- use the Site, Application, Services or Collective Content to find a Homeowner or Guest and then complete a booking of an Accommodation independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to TGHRentals provision of the Services or for any other reasons;
- as a Homeowner, submit any Listing with false or misleading information, including price information, or submit any Listing with a price that you do not intend to honor;
- engage in disruptive, circumventive, abusive or harassing behavior in any area or aspect of our Platform, Application, or Services;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade

secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, TGHRentals name, any TGHRentals trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Application or Services, without TGHRentals' express written consent;
- access, tamper with, or use non-public areas of the Site, Application or Services, TGHRentals' computer systems, or the technical delivery systems of TGHRentals' providers;
- attempt to probe, scan, or test the vulnerability of any TGHRentals system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by TGHRentals or any of TGHRentals' providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content;
- advocate, encourage, or assist any third party in doing any of the foregoing; or

TGHRentals has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Terms, TGHRentals may take a range of actions against you, including but not limited to deactivating or canceling your Listing(s) or TGHRentals Account, for a violation of this Section or these Terms.

You acknowledge that TGHRentals has no obligation to monitor your access to or use of the Site, Application, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, Application and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. TGHRentals reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that TGHRentals, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

Reporting Misconduct

Homeowners and Guests who feel someone 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 TGHRentals by contacting us with your police station and report number; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

14. Privacy

You agree that TGHRentals' [Privacy Policy](#) (as may be updated from time to time) governs TGHRentals collection and use of your personal information.

15. Intellectual Property Ownership and Rights Notices

The Site, Application, Services, and Collective Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site, Application, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of TGHRentals and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content. All trademarks, service marks, logos, trade names, and any other proprietary designations of TGHRentals used on or in connection with the Site, Application, Services, and TGHRentals Content are trademarks or registered trademarks of TGHRentals in the US and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site, Application, Services, and TGHRentals Content are used for identification purposes only and may be the property of their respective owners. As a Homeowner, Guest, or Member, you understand and agree that you are bound by the additional Terms, Guidelines and Policies that apply to your use of the Site, Application, Services and Collective Content.

16. Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application, Services.

17. Links

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that TGHRentals is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by TGHRentals of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

18. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services

Copyright Policy

Airbnb respects copyright law and expects its users to do the same.

Term and Termination, Suspension and Other Measures

A. Term

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 TGHRentals terminate the Agreement as described below.

B. Termination for convenience

You may terminate this Agreement at any time by sending us an email. Without limiting our rights specified below, TGHRentals may terminate this Agreement for convenience at any time by giving you 30 days' notice via email to your registered email address.

C. Termination for breach, suspension and other measures

TGHRentals may immediately, without notice terminate this Agreement if (i) you have materially breached these Terms or our Policies, including but not limited to any breach of your warranties outlined in these Terms or breach of the "User Conduct" provisions in these Terms, (ii) you have provided inaccurate, fraudulent, outdated or incomplete information during the TGHRentalsAccount registration, or Listing process or thereafter, (iii) you have violated applicable laws, regulations or third party rights, or (iv) TGHRentals believes in good faith that such action is reasonably necessary to protect the safety or property of other

Members, TGHRentals or third parties, for fraud prevention, risk assessment, security or investigation purposes.

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

D. Survival

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

19. Disclaimers

IF YOU CHOOSE TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT TGHRentals DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND OR REGISTERED SEX OFFENDER CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, GUESTS AND HOSTS, BUT MAY CONDUCT SUCH BACKGROUND OR REGISTERED SEX OFFENDER CHECKS IN ITS SOLE DISCRETION. IF WE CHOOSE TO CONDUCT SUCH CHECKS, 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 USER OR GUARANTEE THAT A USER WILL NOT ENGAGE IN MISCONDUCT IN THE FUTURE.

THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT AND REFERRAL PROGRAM ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY OWNERS OR GUESTS. YOU UNDERSTAND THAT TGHRentals DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY ACCOMMODATIONS. TGHRentals MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, GUESTS AND OWNERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN

PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY TGHRentals. TGHRentals EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY GUEST OR OTHER THIRD PARTY.

20. Limitation of 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 SITE, APPLICATION, SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY RENTAL VIA THE SITE, APPLICATION AND SERVICES, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF TGHRentals WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER THGRentals NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES 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 THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR FROM YOUR LISTING OR BOOKING OF ANY RENTAL VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TGHRentals 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.

21. Indemnification

You agree to release, defend, indemnify, and hold TGHRentals and its affiliates and subsidiaries, 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 (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) booking of an Rental, or (iii) creation of a Listing; (d) the use, condition or rental of an Rental by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of an Rental.

22. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without TGHRentals' prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. TGHRentals may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

23. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by TGHRentals (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

24. Controlling Law and Jurisdiction

These Terms and your use of the Services will be interpreted in accordance with the laws of the State of Delaware and the United States of America, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in Sussex County, Georgetown, Delaware for any actions for which the parties **retain the right to seek** injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

25. Dispute Resolution

TGHRentals assumes no responsibility resolution of disputes between Owners and Renters

IN PARTICULAR, OWNERS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE CITIES. SOME CITIES HAVE LAWS THAT RESTRICT THEIR ABILITY TO HOST PAYING GUESTS FOR SHORT PERIODS. THESE LAWS ARE OFTEN PART OF A CITY'S ZONING OR ADMINISTRATIVE CODES. IN MANY CITIES, HOSTS MUST REGISTER, GET A PERMIT, OR OBTAIN A LICENSE BEFORE LISTING A PROPERTY OR ACCEPTING GUESTS. CERTAIN TYPES OF SHORT-TERM BOOKINGS MAY BE PROHIBITED ALTOGETHER. LOCAL GOVERNMENTS VARY GREATLY IN HOW THEY ENFORCE THESE LAWS. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. HOSTS SHOULD REVIEW LOCAL LAWS BEFORE LISTING A SPACE ON TGHRentals.