

Terms of Service

Last Updated: February 15, 2024

Thank you for using Half Day Stay!

These Terms of Service ("Terms") are a binding legal agreement between you and Half Day Stay that govern your right to use the websites, applications, and other offerings from Half Day Stay (collectively, the "Half Day Stay Platform"). When used in these Terms, "Half Day Stay," "we," "us," or "our" refers to the Half Day Stay entity set out on Schedule 1 with whom you are contracting.

The Half Day Stay Platform offers an online venue that enables users ("Members") to publish, offer, search for, and book services. Members who publish and offer services are "Hosts" and Members who search for, book, or use services are "Guests." Hosts offer accommodations ("Accommodations"). You must register an account to access and use many features of the Half Day Stay Platform, and must keep your account information accurate. As the provider of the Half Day Stay Platform, Half Day Stay does not own, control, offer or manage any Listings, Host Services. Half Day Stay is not a party to the contracts entered into directly between Hosts and Guests, nor is Half Day Stay a real-estate broker, travel agency, or insurer. Half Day Stay is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms of Service ("Payment Terms"). To learn more about Half Day Stay's role, see Section 16.

We maintain other terms and policies that supplement these Terms like our Privacy Policy, which describes our collection and use of personal data, and our Payments Terms, which govern any payment services provided to Members by the Half Day Stay payment entities (collectively "Half Day Stay Payments").

If you are a Host, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to your Host Services.

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- Our Mission

The mission of the Half Day Stay booking platform is to provide flexible, affordable, and convenient short-term accommodation solutions. We are committed to revolutionizing the travel and hospitality industry by offering rooms for half-day periods, catering to the needs of business travelers, transit passengers, and anyone seeking a restful retreat without the commitment of an overnight stay. Our platform aims to connect guests with quality accommodations in a seamless, efficient manner, ensuring comfort, privacy, and value in every booking. We strive to empower customers with more choices and control over their time and travel experiences, while fostering innovation and sustainability in the hospitality sector.

2. Searching and Booking on Half Day Stay.

2.1 Searching. You can search for Host Services by using criteria like the type of Host Service, travel destination, travel dates, and number of guests. You can also use filters to refine your

search results. Search results are based on their relevance to your search and other criteria. Relevance considers factors like price, reviews, amenities etc, and more.

2.2 Booking. When you book a Listing, you are agreeing to pay all charges for your booking including the Listing price, applicable fees like Half Day Stay's service fee, offline fees, taxes, and any other items identified during checkout (collectively, "Total Price"). You are also agreeing that Half Day Stay via Half Day Stay Payments may charge the Payment Method (as defined in the Payment Terms) used to book the Listing in order to collect Damage Claim (as defined in Section 15) amounts. When you receive the booking confirmation, a contract for Host Services (a "Reservation") is formed directly between you and the Host. In addition to these Terms, you will be subject to, and responsible for complying with, all terms of the Reservation, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout that apply to the Reservation. It is your responsibility to read and understand these rules, standards, policies, and requirements prior to booking a Listing. Be aware that some Hosts work with a Co-Host or as part of a team to provide their Host Services.

2.3 Accommodation Reservations. An Accommodation Reservation is a limited licence to enter, occupy, and use the Accommodation. The Host retains the right to re-enter the Accommodation during your stay, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with the Host, and (iii) consistent with applicable law. If you stay past checkout, the Host has the right to make you leave in a manner consistent with applicable law, including by imposing reasonable overstay penalties. You may not exceed the maximum number of allowed Guests.

3. Cancellations, Travel Issues, Refunds, and Booking Modifications.

3.1 Cancellations, Travel Issues, and Refunds. In general, if as a Guest you cancel a Reservation, the amount refunded to you is determined by the cancellation policy that applies to that Reservation. But, in certain situations, other policies take precedence and determine what amount is refunded to you. If something outside your control forces you to cancel a Reservation, you may be eligible for a partial or full refund under our Extenuating Circumstances Policy. If the Host cancels, or you experience a Travel Issue (as defined in our Rebooking and Refund Policy), you may be eligible for rebooking assistance or a partial or full refund under the Rebooking and Refund Policy. Different policies apply to certain categories of Listings; for example, Experiences Reservations are governed by the Experiences Guest Refund Policy, and Luxe Reservations are governed by the Luxe Rebooking and Refund Policy. See each Additional Legal Term or Policy for details about what is covered and what refund applies in each situation.

3.2 Booking Modifications. Guests and Hosts are responsible for any booking modifications they agree to make via the Half Day Stay Platform or direct Half Day Stay customer service to make on their behalf ("Booking Modifications"), and agree to pay any additional amounts, fees, or taxes associated with any Booking Modification.

4. Your Responsibilities and Assumption of Risk.

4.1 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any

Accommodation. For example, this means: (i) you are responsible for leaving an Accommodation (and related personal property) in the condition it was in when you arrived, (ii) you are responsible for paying all reasonable Damage Claim amounts necessary to cover damage that you, your guest(s), or your pet(s) cause to an Accommodation, and (iii) you must act with integrity, treat others with respect, and comply with applicable laws at all times. If you are booking for an additional guest who is a minor or if you bring a minor to a Host Service, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of that minor.

4.2 Your Assumption of Risk. You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the Half Day Stay Platform and any Content (as defined in Section 10), including your stay at any Accommodation, or any other interaction you have with other Members whether in person or online

Host Terms

5. Hosting on Half Day Say.

5.1 Host. As a Host, Half Day Say offers you the right to use the Half Day Say Platform to share your Accommodation with our vibrant community of Guests—and earn money doing it. It's easy to create a Listing and you are in control of how you host—set your price, availability, and rules for each Listing.

5.2 Contracting with Guests. When you accept a booking request, or receive a booking confirmation through the Half Day Say Platform, you are entering into a contract directly with the Guest, and are responsible for delivering your Host Service under the terms and at the price specified in your Listing. You are also agreeing to pay applicable fees like Half Day Say's service fee (and applicable taxes) for each booking. Half Day Say Payments will deduct amounts you owe from your payout unless we and you agree to a different method. Any terms, policies or conditions that you include in any supplemental contract with Guests must: (i) be consistent with these Terms, our Additional Legal Terms, Policies, and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

5.3 Independence of Hosts. Your relationship with Half Day Say is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of Half Day Say, except that Half Day Say Payments acts as a payment collection agent as described in the Payments Terms. Half Day Say does not direct or control your Host Service, and you agree that you have complete discretion whether and when to provide Host Services, and at what price and on what terms to offer them.

6. Managing Your Listing.

6.1 Creating and Managing Your Listing. The Half Day Stay Platform provides tools that make it easy for you to set up and manage a Listing. Your Listing must include complete and accurate information about your Host Service, your price, other charges like cleaning fees, resort fees, offline fees, and any rules or requirements that apply to your Guests or Listing. You are responsible for keeping your Listing information (including calendar availability) and content (like

photos) up to date and accurate at all times. We recommend that you obtain appropriate insurance for your Host Services and suggest you carefully review policy terms and conditions including coverage details and exclusions. You may only maintain one Listing per Accommodation, but may have multiple Listings for a single property if it has multiple places to stay. Any offer of an Experience is subject to our Additional Terms for Experience Hosts.

6.2 Know Your Legal Obligations. You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Listing or Host Services. For example: Some landlords and leases, or homeowner and condominium association rules, restrict or prohibit subletting, short-term rentals, and/or longer-term stays. Some cities have zoning or other laws that restrict the short-term rental of residential properties. Some jurisdictions require Hosts to register, get a permit, or obtain a licence before providing certain Host Services (such as short-term rentals, longer-term stays, preparing food, serving alcohol for sale, guiding tours, or operating a vehicle). In some places, the Host Services you want to offer may be prohibited altogether. Some jurisdictions require that you register Guests who stay at your Accommodation. Some jurisdictions have laws that create tenancy rights for Guests and additional obligations for Hosts. For example, some places have landlord-tenant, rent control, and eviction laws that may apply to longer stays. Check your local rules to learn what rules apply to the Host Services you plan to offer. Information we provide regarding legal requirements is for informational purposes only and you should independently confirm your obligations. You are responsible for handling and using personal data of Guests and others in compliance with applicable privacy laws and these Terms, including our Host Privacy Standards. If you have questions about how local laws apply, you should always seek legal advice.

6.3 Search Ranking. The ranking of Listings in search results on the Half Day Stay Platform depends on a variety of factors, including these main parameters:

- Guest search parameters (e.g. number of Guests, time and duration of the trip, price range),
- Listing characteristics (e.g. price, calendar availability, number and quality of images, Reviews, type of Host Service, Host status, age of the Listing, average Guest popularity),
- Guest booking experience (e.g. customer service and cancellation history of the Host, ease of booking),
- Host requirements (e.g. minimum or maximum nights, booking cut-off time), and
- Guest preferences (e.g. previous trips, saved Listings, location from where the Guest is searching).

Search results may appear different on our mobile application than they appear on our website. Half Day Stay may allow Hosts to promote their Listings in search or elsewhere on the Half Day Stay Platform by paying an additional fee. More information about the factors that determine how your Listing appears in search results, our current promotional programs (if any), and how we identify promoted Content can be found in our Help Centre.

6.4 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your

Host Services. You are responsible for setting your price and establishing rules and requirements for your Listing. You must describe any and all fees and charges in your Listing description and may not collect any additional fees or charges outside the Half Day Stay Platform except those expressly authorized by our Offline Fee Policy. Do not encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Half Day Stay Platform in violation of our Off-Platform Policy.

6.5 Hosting as a Team or Organization. If you work with a Co-Host or Host as part of a team, business, or other organization, the entity and each individual who participates in providing Host Services is responsible and liable as a Host under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts for and bind your team, business, or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions. If you instruct Half Day Stay to transfer a portion of your payout to a Co-Host or other Hosts, or to send payments to someone else, you must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

6.6 Your Assumption of Risk. You acknowledge that hosting carries inherent risks and agree that you assume the entire risk arising out of your access to and use of the Half Day Stay Platform, offering Host Services, or any interaction you have with other Members whether in person or online. You agree that you have had the opportunity to investigate the Half Day Stay Platform and any laws, rules, regulations, or obligations that may be applicable to your Listings or Host Services and that you are not relying upon any statement of law made by Half Day Stay.

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Guest Terms

1. Our Mission.

Our mission is to create a world where you can belong anywhere. From cabins to castles to cooking classes, browse through millions of Listings to find the ones that fit the way you like to travel. Learn more about a Listing by reviewing the description and photos, the Host profile, and Guest reviews. If you have questions, just message the Host.

2. Searching and Booking on Half Day Stay.

2.1 Searching. You can search for Host Services by using criteria like the type of Host Service, travel destination, travel dates, and number of guests. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria. Relevance considers factors like price, availability, Reviews, customer service and cancellation history, popularity, previous trips and saved Listings, Host requirements (e.g. minimum or maximum nights), and more.

2.2 Booking. When you book a Listing, you are agreeing to pay all charges for your booking including the Listing price, applicable fees like Half Day Stay's service fee, offline fees, taxes, and any other items identified during checkout (collectively, "Total Price"). You are also agreeing that Half Day Stay via Half Day Stay Payments may charge the Payment Method (as defined in the Payment Terms) used to book the Listing in order to collect Damage Claim (as defined in Section 15) amounts. When you receive the booking confirmation, a contract for Host Services (a "Reservation") is formed directly between you and the Host. In addition to these Terms, you will be subject to, and responsible for complying with, all terms of the Reservation, including without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout that apply to the Reservation. It is your responsibility to read and understand these rules, standards, policies, and requirements prior to booking a Listing. Be aware that some Hosts work with a Co-Host or as part of a team to provide their Host Services.

2.3 Accommodation Reservations. An Accommodation Reservation is a limited licence to enter, occupy, and use the Accommodation. The Host retains the right to re-enter the Accommodation during your stay, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with the Host, and (iii) consistent with applicable law. If you stay past checkout, the Host has the right to make you leave in a manner consistent with applicable law, including by imposing reasonable overstay penalties. You may not exceed the maximum number of allowed Guests.

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Reservation. But, in certain situations, other policies take precedence and determine what amount is refunded to you. If something outside your control forces you to cancel a Reservation, you may be eligible for a partial or full refund under our Extenuating Circumstances Policy. If the Host cancels, or you experience a Travel Issue (as defined in our Rebooking and Refund Policy), you may be eligible for rebooking assistance or a partial or full refund under the Rebooking and Refund Policy.

3.2 Booking Modifications. Guests and Hosts are responsible for any booking modifications they agree to make via the Half Day Stay Platform or direct Half Day Stay customer service to make on their behalf ("Booking Modifications"), and agree to pay any additional amounts, fees, or taxes associated with any Booking Modification.

4. Your Responsibilities and Assumption of Risk.

4.1 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Accommodation, Experience, or other Host Service. For example, this means: (i) you are responsible for leaving an Accommodation (and related personal property) in the condition it was in when you arrived, (ii) you are responsible for paying all reasonable Damage Claim amounts necessary to cover damage that you, your guest(s), or your pet(s) cause to an Accommodation, and (iii) you must act with integrity, treat others with respect, and comply with applicable laws at all times. If you are booking for an additional guest who is a minor or if you bring a minor to a Host Service, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of that minor.

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Host Terms

5. Hosting on Half Day Stay.

5.1 Host. As a Host, Half Day Stay offers you the right to use the Half Day Stay Platform to share your Accommodation, Experience, or other Host Service with our vibrant community of Guests—and earn money doing it. It's easy to create a Listing and you are in control of how you host—set your price, availability, and rules for each Listing.

5.2 Contracting with Guests. When you accept a booking request, or receive a booking confirmation through the Half Day Stay Platform, you are entering into a contract directly with the Guest, and are responsible for delivering your Host Service under the terms and at the price specified in your Listing. You are also agreeing to pay applicable fees like Half Day Stay's service fee (and applicable taxes) for each booking. Half Day Stay Payments will deduct amounts you owe

from your payout unless we and you agree to a different method. Any terms, policies or conditions that you include in any supplemental contract with Guests must: (i) be consistent with these Terms, our Additional Legal Terms, Policies, and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

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6.2 Know Your Legal Obligations. You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Listing or Host Services. For example: Some landlords and leases, or homeowner and condominium association rules, restrict or prohibit subletting, short-term rentals, and/or longer-term stays. Some cities have zoning or other laws that restrict the short-term rental of residential properties. Some jurisdictions require Hosts to register, get a permit, or obtain a licence before providing certain Host Services (such as short-term rentals, longer-term stays, preparing food, serving alcohol for sale, guiding tours, or operating a vehicle). In some places, the Host Services you want to offer may be prohibited altogether. Some jurisdictions require that you register Guests who stay at your Accommodation. Some jurisdictions have laws that create tenancy rights for Guests and additional obligations for Hosts. For example, some places have landlord-tenant, rent control, and eviction laws that may apply to longer stays. Check your local rules to learn what rules apply to the Host Services you plan to offer. Information we provide regarding legal requirements is for informational purposes only and you should independently confirm your obligations. You are responsible for handling and using personal data of Guests and others in compliance with applicable privacy laws and these Terms, including our Host Privacy Standards. If you have questions about how local laws apply, you should always seek legal advice.

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- Listing characteristics (e.g. price, calendar availability, number and quality of images, Reviews, type of Host Service, Host status, age of the Listing, average Guest popularity),
- Guest booking experience (e.g. customer service and cancellation history of the Host, ease of booking),
- Host requirements (e.g. minimum or maximum nights, booking cut-off time), and
- Guest preferences (e.g. previous trips, saved Listings, location from where the Guest is searching).

Search results may appear different on our mobile application than they appear on our website. Half Day Stay may allow Hosts to promote their Listings in search or elsewhere on the Half Day Stay Platform by paying an additional fee. More information about the factors that determine how your Listing appears in search results, our current promotional programs (if any), and how we identify promoted Content can be found in our Help Centre.

6.4 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Host Services. You are responsible for setting your price and establishing rules and requirements for your Listing. You must describe any and all fees and charges in your Listing description and may not collect any additional fees or charges outside the Half Day Stay Platform except those expressly authorized by our Offline Fee Policy. Do not encourage Guests to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Half Day Stay Platform in violation of our Off-Platform Policy.

6.5 Hosting as a Team or Organization. If you work with a Co-Host or Host as part of a team, business, or other organization, the entity and each individual who participates in providing Host Services is responsible and liable as a Host under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts for and bind your team, business, or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions. If you instruct Half Day Stay to transfer a portion of your payout to a Co-Host or other Hosts, or to send payments to someone else, you must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

6.6 Your Assumption of Risk. You acknowledge that hosting carries inherent risks and agree that you assume the entire risk arising out of your access to and use of the Half Day Stay Platform, offering Host Services, or any interaction you have with other Members whether in person or online. You agree that you have had the opportunity to investigate the Half Day Stay Platform and any laws, rules, regulations, or obligations that may be applicable to your Listings or Host Services and that you are not relying upon any statement of law made by Half Day Stay.

7. Cancellations, Travel Issues, and Booking Modifications.

7.1 Cancellations and Travel Issues. In general, if a Guest cancels a Reservation, the amount paid to you is determined by the cancellation policy that applies to that Reservation. As a Host, you

should not cancel on a Guest without a valid reason under our Extenuating Circumstances Policy or applicable law. If you cancel on a Guest without such a valid reason, we may impose a cancellation fee and other consequences. If: (i) a Guest experiences a Travel Issue (as defined by the Rebooking and Refund Policy), (ii) an Extenuating Circumstance arises, or (iii) a Reservation is cancelled under Section 13 of these Terms, the amount you are paid will be reduced by the amount we refund or otherwise provide to the Guest, and by any other reasonable costs we incur as a result of the cancellation. If a Guest receives a refund after you have already been paid, or the amount of the refund and other costs incurred by Half Day Stay exceeds your payout, Half Day Stay (via Half Day Stay Payments) may recover that amount from you, including by offsetting the refund against your future payouts. You agree that Half Day Stay's Rebooking and Refund Policy, Extenuating Circumstances Policy, and these Terms preempt the cancellation policy you set in situations where they allow for the cancellation of a Reservation and/or the issuance of refunds to Guests. If we reasonably expect to provide a refund to a Guest under one of these policies, we may delay release of any payout for that Reservation until a refund decision is made.

7.2 Booking Modifications. Hosts and Guests are responsible for any Booking Modifications they agree to make via the Half Day Stay Platform or direct Half Day Stay customer service to make on their behalf, and agree to pay any additional amounts, fees, or taxes associated with a Booking Modification.

8. Taxes.

8.1 Host Taxes. As a Host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, occupancy taxes, tourist, income, or other taxes ("Taxes").

General Terms

9. Reviews.

After each Host Service, Guests and Hosts will have an opportunity to review each other. Your Review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates our Content Policy or Review Policy. Reviews are not verified by Half Day Stay for accuracy and may be incorrect or misleading.

10. Content.

Parts of the Half Day Stay Platform enable you to provide feedback, text, photos, audio, video, information, and other content (collectively, "Content"). By providing Content, in whatever form and through whatever means, you grant Half Day Stay a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable licence to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. If Content includes personal information, our Privacy Policy describes how we use that personal information. Where Half Day Stay pays for the creation of Content or facilitates its creation, Half Day Stay may own that Content, in which case supplemental terms or disclosures will say that. You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant Half Day Stay the rights described in these Terms. You are responsible and liable if any of

your Content violates or infringes the intellectual property or privacy rights of any third party. Content must comply with our Content Policy and Nondiscrimination Policy, which prohibit, among other things, discriminatory, obscene, harassing, deceptive, violent, and illegal content. You agree that Half Day Stay may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. Half Day Stay does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

11. Fees.

Half Day Stay may charge fees (and applicable Taxes) to Hosts and Guests for the right to use the Half Day Stay Platform. More information about when service fees apply and how they are calculated can be found on our Service Fees page. Except as otherwise provided on the Half Day Stay Platform, service fees are non-refundable. Half Day Stay reserves the right to change the service fees at any time, and will provide Members notice of any fee changes before they become effective. Fee changes will not affect bookings made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time pursuant to Section 13.2.

12. Half Day Stay Platform Rules.

12.1 Rules. You must follow these rules and must not help or induce others to break or circumvent these rules.

- Act with integrity and treat others with respect
 - Do not lie, misrepresent something or someone, or pretend to be someone else.
 - Be polite and respectful when you communicate or interact with others.
 - Follow our Nondiscrimination Policy and do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the Half Day Stay Platform
 - Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the Half Day Stay Platform.
 - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Half Day Stay Platform or Content.
 - Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the Half Day Stay Platform.
 - Do not take any action that could damage or adversely affect the performance or proper functioning of the Half Day Stay Platform.
- Only use the Half Day Stay Platform as authorized by these Terms or another agreement with us
 - You may only use another Member's personal information as necessary to facilitate a transaction using the Half Day Stay Platform as authorized by these Terms.

- Do not use the Half Day Stay Platform, our messaging tools, or Members' personal information to send commercial messages without the recipient's express consent.
- You may use Content made available through the Half Day Stay Platform solely as necessary to enable your use of the Half Day Stay Platform as a Guest or Host.
- Do not use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us.
- Do not request, make, or accept a booking or any payment outside of the Half Day Stay Platform to avoid paying fees, taxes, or for any other reason. See our Offline Fee Policy for exceptions.
- Do not require or encourage Guests to open an account, leave a review, complete a survey, or otherwise interact, with a third-party website, application, or service before, during, or after a Reservation, unless authorized by Half Day Stay.
- Do not engage in any practices that are intended to manipulate our search algorithm.
- Do not book Host Services unless you are actually using the Host Services.
- Do not use, copy, display, mirror, or frame the Half Day Stay Platform, any Content, any Half Day Stay branding, or any page layout or design without our consent.
- Honour your legal obligations
 - Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
 - If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our Privacy Policy.
 - Read and follow our Terms, Additional Legal Terms, Policies, and Standards.
 - Do not organize or facilitate unauthorized parties or events. You are responsible and liable for any party or event during your Reservation that violates our rules for parties and events, as incorporated by reference herein.
 - Do not use the name, logo, branding, or trademarks of Half Day Stay or others without permission, and only as set forth in our Trademark Guidelines.
 - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with Half Day Stay branding.
 - Do not offer Host Services that violate the laws or agreements that apply to you.
 - Do not offer or solicit prostitution or participate in or facilitate human trafficking.

12.2 Reporting Violations. If you believe that a Member, Listing or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting Half Day Stay. In addition, if you believe that a Member, Listing or Content has violated

our Standards, you should report your concerns to Half Day Stay. If you reported an issue to local authorities, Half Day Stay may request a copy of that report. Except as required by law, you agree that we are not obligated to take action in response to any report.

12.3 Copyright Notifications. If you believe that Content on the Half Day Stay Platform infringes copyrights, please notify us in accordance with our Copyright Policy.

13. Termination, Suspension, and other Measures.

13.1 Term. The agreement between you and Half Day Stay reflected by these Terms is effective when you access the Half Day Stay Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

13.2 Termination. You may terminate this agreement at any time by sending us an email or by deleting your account. Half Day Stay may terminate this agreement and your account for any reason by giving you 30 days' notice via email or using any other contact information you have provided for your account. Half Day Stay may also terminate this agreement immediately and without notice and stop providing access to the Half Day Stay Platform if you breach these Terms, you violate our Terms of Service, you violate applicable laws, or we reasonably believe termination is necessary to protect Half Day Stay, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.

13.3 Member Violations. If (i) you breach these Terms, our Terms of Service, Policies, or our Standards, (ii) you violate applicable laws, regulations, or third-party rights, or (iii) Half Day Stay believes it is reasonably necessary to protect Half Day Stay, its Members, or third parties; Half Day Stay may, with or without prior notice:

- Suspend or limit your access to or use of the Half Day Stay Platform and/or your account;
- Suspend or remove Listings, Reviews, or other Content;
- Cancel pending or confirmed bookings; or
- Suspend or revoke any special status associated with your account.

For minor violations or where otherwise appropriate as Half Day Stay determines in its sole discretion, you will be given notice of any intended measure by Half Day Stay and an opportunity to resolve the issue. You may appeal actions taken by us under this Section by contacting customer service. If a Reservation is cancelled under this Section, the amount paid to the Host will be reduced by the amount we refund or otherwise provide to the Guest, and by any other costs we incur as a result of the cancellation.

13.4 Legal Mandates. Half Day Stay may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, including the measures described above in Section 13.3.

13.5 Effect of Termination. If you are a Host and terminate your Half Day Stay account, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full refund. If you terminate your account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Reservation's cancellation policy. When this

agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the Half Day Stay Platform has been limited, or your Half Day Stay account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Half Day Stay Platform through an account of another Member.

13.6 Survival. Parts of these Terms that by their nature survive termination, will survive termination of this agreement, including Sections 2 through 26.

14. Modification.

Half Day Stay may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the Half Day Stay Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of any material changes by email at least 30 days before the date they become effective. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the Half Day Stay Platform will constitute acceptance of the revised Terms.

15. Resolving Complaints and Damage Claims.

If a Member provides valid evidence that you, your guest(s), or your pet(s) damaged the complaining Member's real or personal property, or real or personal property the complaining Member is responsible for, including consequential damages, ("Damage Claim"), the complaining Member can notify Half Day Stay and/or seek compensation through customer service. You will be notified of the Damage Claim and given an opportunity to respond. If you agree to pay, or if the Damage Claim is escalated to Half Day Stay and Half Day Stay determines in its sole discretion that the Damage Claim is valid and you are responsible for the Damage Claim, Half Day Stay via Half Day Stay Payments can collect the amount of the Damage Claim from you. You agree that Half Day Stay may seek to recover from you under any insurance policies you maintain and that Half Day Stay may also pursue against you any remedies it may have available under applicable law, including referral of the matter to a collections agency, and/or pursuit of available causes of action and/or claims against you. You agree to cooperate in good faith, provide any information Half Day Stay requests, execute documents, and take further reasonable action, in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to your provision or use of Host Services.

16. Half Day Stay's Role.

We offer you the right to use a platform that enables Members to publish, offer, search for, and book Host Services. While we work hard to ensure our Members have great experiences using Half Day Stay, we do not and cannot control the conduct of Guests and Hosts. You acknowledge that Half Day Stay has the right, but does not have any obligation, to monitor the use of the Half Day Stay Platform and verify information provided by our Members. For example, we may review, disable access to, remove, or edit Content to: (i) operate, secure and improve the Half Day Stay Platform (including 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) address Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Listings that don't meet quality and eligibility criteria. Members acknowledge and agree that Half Day Stay administers its Terms of Service, Policies (such as our Extenuating Circumstances Policy), and Standards (such as basic requirements for Hosts), including decisions about whether and how to apply them to a particular situation, at its sole discretion. Members agree to cooperate with and assist Half Day Stay in good faith, and to provide Half Day Stay with such information and take such actions as may be reasonably requested by Half Day Stay with respect to any investigation undertaken by Half Day Stay regarding the use or abuse of the Half Day Stay Platform. Half Day Stay is not acting as an agent for any Member except for where Half Day Stay Payments acts as a collection agent as provided in the Payments Terms.

17. Member Accounts.

You must register an account to access and use many features of the Half Day Stay Platform. Registration is only permitted for legal entities, partnerships, and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the Half Day Stay Platform under the laws of the United States, your place of residence, or any other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up to date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify Half Day Stay if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

18. Disclaimer of Warranties.

We provide the Half Day Stay Platform and all Content "as is" without warranty of any kind and we disclaim all warranties, whether express or implied. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality, or suitability of any Guest, Host, Host Service, Listing, or third party; (ii) we do not warrant the performance or non-interruption of the Half Day Stay Platform; and (iii) we do not warrant that verification, identity or background checks conducted on Listings or Members (if any) will identify past misconduct or prevent future misconduct. Any references to a Member or Listing being "verified" (or similar language) indicate only that the Member or Listing or Half Day Stay has completed a relevant verification or identification process and nothing else. The disclaimers in these Terms apply to the maximum

extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties will be limited to the maximum extent permitted by law.

19. Limitations on Liability.

Neither Half Day Stay (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the Half Day Stay Platform or any 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) the use of or inability to use the Half Day Stay Platform or any Content, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the Half Day Stay Platform, or (iv) publishing or booking of a Listing, including the provision or use of Host Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Half Day Stay has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.

Except for our obligation to transmit payments to Hosts under these Terms, or make payments under the Half Day Stay Host Damage Protection or Japan Host Insurance, in no event will Half Day Stay's aggregate liability for any claim or dispute arising out of or in connection with these Terms, your interaction with any Members, or your use of or inability to use the Half Day Stay Platform, any Content, or any Host Service, exceed: (A) to Guests, the amount you paid as a Guest during the 12-month period prior to the event giving rise to the liability, (B) to Hosts, the amount paid to you as a Host in the 12-month period prior to the event giving rise to the liability, or (C) to anyone else, one hundred US dollars (\$100 USD).

These limitations of liability and damages are fundamental elements of the agreement between you and Half Day Stay. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.

20. Indemnification.

To the maximum extent permitted by applicable law, you agree to release, defend (at Half Day Stay's option), indemnify, and hold Half Day Stay (including Half Day Stay Payments, other affiliates, and their personnel) 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 (including any supplemental or additional terms that apply to a product or feature) or our Terms of Service, Policies or Standards, (ii) your improper use of the Half Day Stay Platform, (iii) your interaction with any Member, stay at an Accommodation, participation in an Experience or other Host Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) your failure, or our failure at your direction, to accurately

report, collect or remit Taxes, or (v) your breach of any laws, regulations, or third-party rights such as intellectual property or privacy rights.

21. Contracting Entities.

Based on your country of residence or establishment and what you are doing on the Half Day Stay Platform, Schedule 1 below sets out the Half Day Stay entity with whom you are contracting. If we identify, through the Half Day Stay Platform, an Half Day Stay entity other than the one set out on Schedule 1 as being responsible for a product, feature, or transaction, the Half Day Stay entity so identified is your contracting entity with respect to that product, feature, or transaction. If you change your country of residence or establishment, the Half Day Stay company you contract with (as set out on Schedule 1) and the applicable version of the Terms of Service will be determined by your new country of residence or establishment, from the date on which your country of residence or establishment changes.

22. United States Governing Law and Venue.

If you reside or have your place of establishment in the United States, these Terms will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the arbitration agreement in Section 23, must be brought in state or federal court in San Francisco, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in San Francisco, California.

23. United States Dispute Resolution and Arbitration Agreement.

If you are a resident of the Province of Quebec, the arbitration agreement and class action waiver in this Section do not apply to any legal proceeding you bring against Half Day Stay in the Province of Quebec; nor does this Section apply to any resident of Canada or resident of any country other than the United States, subject to Section 23.1. Disputes involving residents of Canada are governed by Section 26.

23.1 Application. This Arbitration Agreement only applies to you if your country of residence or establishment is the United States. If your country of residence or establishment is not the United States, and you nevertheless attempt to bring any legal claim against Half Day Stay in the United States, this Arbitration Agreement will apply for determination of the threshold issue of whether this Section 23 applies to you, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.

23.2 Overview of Dispute Resolution Process. Half Day Stay 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 this Section 23 applies: (1) an informal negotiation directly with Half Day Stay's customer service team (described in paragraph 23.3, below), and if necessary (2) a binding arbitration administered by the American Arbitration Association ("AAA"). You and Half Day Stay each retain the right to seek resolution of the dispute in small claims court as an alternative to arbitration.

23.3 Mandatory Pre-Arbitration Dispute Resolution and Notification. At least 30 days prior to initiating an arbitration, you and Half Day Stay each agree to notify the other party of the dispute

in writing and attempt in good faith to negotiate an informal resolution. You must send your notice of dispute to Half Day Stay by mailing it to Half Day Stay's agent for service: 118 Main Street S, Brampton ON L6W2C8. Half Day Stay will send its notice of dispute to the email address associated with your Half Day Stay account. A notice of dispute must include: the party's name and preferred contact information, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written Demand for Arbitration (available at www.adr.org) with the AAA and providing a copy to the other party as specified in the AAA Rules (available at www.adr.org).

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

23.5 Exceptions to Arbitration Agreement. You and Half Day Stay each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as defined by Section 22): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief; or (iv) any individual claim of sexual assault or sexual harassment arising from your use of the Half Day Stay Platform or Host Services. You and Half Day Stay agree that the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.

23.6 Arbitration Rules and Governing Law. This Arbitration Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by the arbitrator 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. In order to initiate arbitration, a completed written demand (available at www.adr.org) must be filed with the AAA and provided to the other party, as specified in the AAA rules.

23.7 Modification to AAA Rules – Arbitration Hearing/Location. In order to make the arbitration most convenient to you, Half Day Stay agrees that any required arbitration hearing may be conducted, at your option: (a) in the US county where you reside; (b) in San Francisco County; (c)

via phone or video conference. If the amount in controversy is \$5,000 USD or less, the parties agree to proceed solely on the submission of documents to the arbitrator.

23.8 Modification of AAA Rules – Attorney’s Fees and Costs. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules. Either party may make a request that the arbitrator award attorneys’ fees and costs upon proving that the other party has asserted a claim, cross-claim, or defence that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.

23.9 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 any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant’s individual claim.

23.10 Jury Trial Waiver. You and Half Day Stay acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

23.11 No Class Actions or Representative Proceedings. You and Half Day Stay acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class-action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we 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 there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action, or requested remedy, then that claim, cause of action, or requested remedy, and only that claim, cause of action, or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action, or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action, or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

23.12 Severability. Except as provided in Section 23.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

23.13 Changes to Agreement to Arbitrate. If Half Day Stay changes this Section 23 after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject that change by sending us written notice (including by email) within 30 days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Half Day Stay (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Half Day Stay.

23.14 Survival. Except as provided in Section 23.12 and subject to Section 13.6, this Section 23 will survive any termination of these Terms and will continue to apply even if you stop using the Half Day Stay Platform or terminate your Half Day Stay account.

24. China Governing Law and Dispute Resolution.

24.1 China Domestic Transactions. If you reside or have your place of establishment in China, and are contracting with Half Day Stay China, these Terms and this Section 24.1 are governed by the laws of the People's Republic of China. In this situation, any dispute arising from or in connection with these Terms or use of the Half Day Stay Platform shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The tribunal shall consist of three (3) arbitrators. The seat of the arbitration shall be Beijing. The language of the arbitration shall be English.

24.2 Cross-border Transactions. If you reside or have your place of establishment in China, and are contracting with Half Day Stay, Inc., Half Day Stay Travel, LLC, Half Day Stay Ireland UC, or any other non-China entity, these Terms and this Section 24.2 are governed by the laws of Singapore. In this situation, any dispute arising out of or in connection with these Terms or use of the Half Day Stay Platform, including any question regarding the existence, validity, or termination of these Terms, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English.

24.3 Without Limitation Provisions. The above Sections 24.1 and 24.2 are expressed to be without regard to conflict-of-laws provisions and shall not be construed to limit any rights which Half Day Stay may have to apply to any court of competent jurisdiction for any order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under the laws of Singapore, the People's Republic of China, or any other laws that may apply to you.

25. Brazil Governing Law and Venue. If you reside or have your place of establishment in Brazil, these Terms will be interpreted in accordance with the laws of Brazil, without regard to conflict-of-law provisions. Legal proceedings that you are able to bring against us arising from or in connection with these Terms may only be brought in a court located in Brazil.

26. Rest of World Dispute Resolution, Venue and Forum, and Governing Law. If you reside or have your place of establishment outside of the United States, China, and Brazil, this Section applies to you and these Terms will be interpreted in accordance with Irish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. If you are acting as an individual consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of Irish law. As an individual consumer, you may bring any

judicial proceedings relating to these Terms before the competent court of your place of residence or the competent court of Half Day Stay's place of business in Ireland. If Half Day Stay wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Irish courts.

27.1 Other Terms Incorporated by Reference. Our Host Damage Protection, Rebooking and Refund Policy, Content Policy, Nondiscrimination Policy, Extenuating Circumstances Policy, Terms of Service, Policies, Standards, and other supplemental policies and terms linked to in these Terms apply to your use of the Half Day Stay Platform, are incorporated by reference, and form part of your agreement with Half Day Stay.

27.2 Interpreting these Terms. Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms (including those items incorporated by reference) constitute the entire agreement between Half Day Stay and you pertaining to your access to or use of the Half Day Stay Platform and supersede any and all prior oral or written understandings or agreements between Half Day Stay and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Half Day Stay. If any provision of these Terms is held to be invalid or unenforceable, except as otherwise indicated in Section 23.11 above, such provision will be struck and will not affect the validity and enforceability of the remaining provisions. Where the word "will" is used in these Terms, it connotes an obligation with the same meaning as "shall."

27.3 No Waiver. Half Day Stay's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

27.4 Assignment. You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without Half Day Stay's prior written consent. Half Day Stay may, without restriction, assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.

27.5 Notice. Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by Half Day Stay via email, Half Day Stay Platform notification, messaging service (including SMS and WeChat), or any other contact method we enable and you provide. If a notification relates to a booking or Listing in Japan, you agree and acknowledge that such notifications via electronic means in lieu of a written statement, satisfies Half Day Stay's obligations under Article 59 (1) of the Japanese Housing Accommodation Business Act.

27.6 Third-Party Services. The Half Day Stay Platform may contain links to third-party websites, applications, services, or resources ("Third-Party Services") that are subject to different terms and

privacy practices. Half Day Stay is not responsible or liable for any aspect of such Third-Party Services, and links to such Third-Party Services are not an endorsement.

27.7 Google Terms. Some translations on the Half Day Stay Platform are powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose, and non-infringement. Some areas of the Half Day Stay 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.

27.8 Apple Terms. If you access or download our application from the Apple App Store, you agree to Apple's Licensed Application End User License Agreement.

27.9 Half Day Stay Platform Content. Content made available through the Half Day Stay Platform may be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of Half Day Stay and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark, or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit any Content accessed through the Half Day Stay Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, Half Day Stay grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable licence to (i) download and use the Application on your personal device(s); and (ii) access and view the Content made available on or through the Half Day Stay Platform and accessible to you, solely for your personal and non-commercial use.

27.10 Force Majeure. Half Day Stay shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labour or materials.

27.11 Emails and SMS. You will receive administrative communications from us using the email address or other contact information you provide for your Half Day Stay account. Enrolment in additional email subscription programs will not affect the frequency of these administrative emails, though you should expect to receive additional emails specific to the program(s) to which you have subscribed. You may also receive promotional emails from us. No fee is charged for these promotional emails, but third-party data rates could apply. You can control whether you receive promotional emails using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have an Half Day Stay account. In the US, if you consent to receive SMS (text messages) from us, you will be subject to our SMS Terms.

27.12 Contact Us. If you have any questions about these Terms, please email us.

Half Day Stay Service Fees

To help Half Day Stayrun smoothly and to cover the cost of services like 24/7 customer support, we charge a service fee when a booking is confirmed.

Split fee

This fee structure is the most common and is split between the Host (4%) and the guest (4%).

To review the service fee for a booking:

- Go to transaction history
- Select the reservation code
- Under Payout, find the Half Day Stay Service Fee

We reserve the right to change our service fees at any time, and will provide you with prior notice of any fee changes before they become effective. Any fee changes will not affect bookings made prior to the effective date of the fee change.

Rebooking and Refund Policy

Effective Date: February 15, 2024

This Rebooking and Refund Policy explains how we will assist with rebooking a reservation and how we handle refunds when a Host cancels a reservation or another Travel Issue disrupts a stay.

What happens if a Host cancels before check-in

If a Host cancels a reservation prior to check-in, their guest will automatically receive a full refund.

If a Host cancels 30 days or less prior to check-in, and the guest contacts us, we will also assist the guest with finding comparable or better accommodations.

What happens if another Travel Issue disrupts a stay

Other Travel Issues must be reported to us no later than 72 hours after discovery. If we determine that a Travel Issue has disrupted the stay, we will provide a full or partial refund and, depending on the circumstances, may assist the guest with finding comparable or better accommodations.

The amount refunded depends on the severity of the Travel Issue, the impact on the guest, the portion of the stay affected, and whether the guest vacates the accommodations. If the guest decides to vacate the accommodations because of the Travel Issue and contacts us we will offer

assistance with finding comparable or better accommodations for the remaining nights of the stay.

What Travel Issues are covered

The term "Travel Issue" refers to these situations:

- Host cancels the reservation prior to check-in.
- Host fails to provide access to the accommodations.
- Host fails to disclose in the Listing that the Host, another person, or a pet will be present during the stay.
- Accommodations are not habitable at check-in for any of the following reasons:
 - They are not reasonably clean and sanitary, including bedding and towels.
 - They contain safety or health hazards.
 - They contain pests.
- Listing contains a material inaccuracy such as:
 - Incorrect home type (e.g. entire home, private room or shared room).
 - Incorrect type or number of rooms (e.g. bedrooms, bathrooms and kitchens).
 - Incorrect location of the accommodation.
 - Special amenity or feature described in the Listing is not present or does not function (e.g. pool, hot tub, bathroom - toilet, shower or bathtub, kitchen - sink, stove, refrigerator or other major appliance, electrical, heating or air conditioning systems).

How claims work

To be eligible for rebooking assistance or a refund, the guest who made the reservation may submit a claim by contacting us. Claims must be made to us no later than 72 hours after discovery of the Travel Issue and supported by relevant evidence such as photographs or confirmation of the conditions by the Host. We will determine whether a Travel Issue has occurred by evaluating available evidence.

How this Policy affects Hosts

If a Host cancels a stay or another Travel Issue disrupts a stay, the Host will either receive no payout or will have their payout reduced by the amount of the refund to their guest.

In most circumstances we will attempt to confirm a guest's claim with their Host. Hosts can also dispute a Travel Issue by contacting us.

Other things to be aware of

This Policy applies to all reservations made on or after the Effective Date. When this Policy applies, it controls and takes precedence over the reservation's cancellation policy. Before submitting a claim, whenever feasible, the guest must notify the Host and try to resolve the Travel Issue directly with their Host. In connection with resolving the issue, guests can request refunds directly from their hosts. We may reduce the amount of any refund or adjust any rebooking assistance under this Policy to reflect any refund or other relief provided directly by a Host. As part of

providing rebooking assistance, we may, but are not obligated to, pay for or contribute to the cost of new accommodations. We may also provide guests with the option of applying the value of a cancelled reservation to new accommodations, or of receiving travel credit, in lieu of getting a cash refund.

Where a guest demonstrates that timely reporting of a Travel Issue was not feasible, we may allow for late reporting of the Travel Issue under this Policy. Travel Issues that are caused by the guest, co-travelers, or their invitees or pets are not covered by this Policy. Submitting a fraudulent claim violates our Terms of Service and may result in account termination.

Our decisions under this Policy are binding, but do not affect other contractual or statutory rights that may be available. Any right that guests or Hosts may have to initiate legal action remains unaffected. This Policy is not insurance and no premium has been paid by any guest or Host. All rights and obligations under this Policy are personal to the booking guest and Host of the reservation and may not be transferred or assigned. Any changes to this Policy will be made in accordance with our Terms of Service.

SMS Terms for the United States

For text messaging in the United States, by requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, or otherwise consenting to receive one or more text messages (“Opt In”) or using an Half Day Stay arrangement in which Half Day Stay sends (or indicates that it may send, or receives a request that it send) one or more text messages (“Text Message Service”), you accept these SMS Terms for U.S. (“SMS Terms”), consent to the handling of your personal information as described in the Half Day Stay Privacy Policy, and agree to resolve disputes with Half Day Stay as described in our Terms of Service. Message and data rates may apply.

Half Day Stay will use reasonable commercial efforts to deliver automated text messages to the mobile number you provide. Half Day Stay is not liable for delayed or undelivered messages.

By Opting In to a Text Message Service:

- You expressly authorize Half Day Stay to use autodialer or non-autodialer technology to send text messages to the mobile phone number associated with your Opt In. You also authorize Half Day Stay to include marketing content in any such messages. You do not have to Opt In or agree to Opt In as a condition of purchase.
- You consent to the use of an electronic record to document your Opt In. To withdraw that consent, reply STOP, contact us via the methods described in the Contact Us section of the Terms of Service, or visit the Notification page in your account settings. If you withdraw your consent, certain features of our service may not be available to you.
- You confirm that you are the current subscriber to the Opted In mobile phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt In.

Collecting fees outside Half Day Stay

For the most part, Hosts can't collect any additional fees or charges outside our platform unless expressly authorized by us.

The exception is hotels and software-connected Hosts, who can charge and collect certain fees using a separate payment method—as long as they're detailed in the listing and included in the price breakdown before booking. These include:

- Resort fee: This can cover the cost of amenities like pool, gym, or wifi
- Security deposit: A refundable deposit that can be used to cover any damage that occurs during the stay
- Cleaning fee: A one-time fee used to cover the cost of cleaning
- Incidentals: This can include things like valet, parking, or airport shuttle fees.

Hosts usually collect these fees before a stay, at check-in, or within 48 hours after checkout.

Half Day Stay's Off-Platform Policy

By hosting on Half Day Stay, you agree to abide by our terms and policies, including our Terms of Service, which we reserve the right to enforce at our sole discretion. In the event of repeated or severe violations, we may suspend or permanently deactivate a person's account.

In order to protect our community and business, the following behaviours are prohibited:

Taking people off of the Half Day platform for new, partial, or future bookings

- Contacting potential guests prior to booking on Half Day Stay to move the booking off of Half Day Stay (e.g. offering discounts to book off of Half Day Stay)
- Asking guests to fill out forms, or call, email, or otherwise contact you via a non-Half Day Stay communications service prior to accepting booking requests
- Cancelling existing full or partial reservations and having guests rebook off of Half Day Stay
- Asking or encouraging guests to book outside of Half Day Stay for repeat or future bookings
- Including links or embedding buttons (e.g. footers, headers) that take people off of Half Day Stay to another website.

Asking guests for, or using, contact or identity information in ways unrelated to their stay, or that compromise the quality of their stay

- Asking guests for contact information prior to booking; all guest communications prior to booking must be on Half Day Stay
- Soliciting guests for their email, mailing address, or other communication channels using the Half Day Stay messaging system or email alias after a booking
- Asking guests for contact information after a booking in order to run credit checks or background checks.
- Asking guests to send photos of their government-issued ID prior to arrival except where required for legal or compliance reasons as outlined below
- Asking for or using guests' contact information to settle additional payments outside of Half Day Stay's platform; all payments related to a guest's stay, including extensions of a stay (and besides exceptions identified below), must go through Half Day Stay (e.g. using the Resolution Centre)
- Using contact information provided by Half Day Stay for other purposes that violate our Terms of Service
- Selling, sharing, or using guest contact information for marketing communications or signing guests up for contact lists

Exceptions

- You may require additional contact/identity information if it is required for legal or compliance reasons and can be verified by a Host upon request by Half Day Stay (such as local laws, HOA rules, building security rules). In such instances, Hosts must include information about what is required and why in their listing description, so guests understand this additional step is a requirement prior to booking. Hosts are responsible for ensuring compliance with applicable data privacy laws.

- After accepting a booking, you may ask a guest to confirm that the contact information provided by Half Day Stay is an appropriate way to get in touch during their trip or if the guest requests an alternative or communication after booking
- You may use an alternative means of communicating with a guest if requested by a guest after booking (e.g. chat app), however, you must ensure such communications comply with the other requirements of this policy

Taking people off of the Half Day Stay platform for feedback and reviews

You may not ask guests to review an Half Day Stay stay on a non-Half Day Stay website or fill out a survey regarding an Half Day Stay stay on a non-Half Day Stay website (such as a form off of Half Day Stay) unless you are an approved hotel partner. These actions take valuable input about a guest's stay away from the Half Day Stay community. We want guests to share their feedback directly on Half Day Stay so that other guests may benefit from their insights.

Requiring guests to use other websites or apps to physically access their listing

- Asking guests to create a separate account or register on another website besides Half Day [Stay.com](https://www.halfdaystay.com) for purposes of gaining entry to a listing
- Asking guests to install a third-party app to access a listing; all listings on Half Day Stay should be accessible to a guest without requiring they have another app or account

Exceptions

- Additional registration or installation of additional apps is permitted where it's required for legal or compliance reasons which a Host can verify in writing upon request by Half Day Stay (such as local laws, HOA rules, building security rules). In such instances, Hosts must include information about what is required, and why, in their guest-facing listing description, so guests understand this additional step is a requirement prior to booking.
- Keyless entry apps and apps that facilitate a guest's experience during the stay (e.g. Sonos, Nest, concierge apps) as long as they are optional.

How do taxes work for hosts?

As a host, depending on your location, you may be required to collect local tax or Value Added Tax (VAT) from your guests.

In this article

- Local tax
- VAT

Local tax

If you determine that you need to collect tax, it's important that guests are informed of the exact tax amount prior to booking.

Hosts should not collect occupancy taxes separately.

VAT

If your country of residence is part of the European Union, Latin America, China, or South Korea, you may need to assess VAT on the services you provide. We encourage you to consult a tax advisor in your jurisdiction for more insight or if you need assistance assessing VAT on the services you provide.

Additionally, Half Day Stay is required to collect VAT on its service fees in countries that tax electronically supplied services. Currently, that includes all countries in the EU, Albania, Chile, Colombia, Iceland, Mexico, Norway, Saudi Arabia, South Africa, Switzerland, and Uruguay. Half Day Stay is also required to collect VAT on its service fees from all users who contract with Half Day Stay China.