

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

THEADORE KIRKPATRICK;
CHRISTOPHER COLL; CHRISTOPHER
O'KEEFE; and MICHAEL and DEBBY
POPRAWA, h/w; individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

HOMEAWAY, INC., a Delaware corporation,
and DOES 1-10,

Defendants.

CASE NO. 1:16-cv-00733-LY

CLASS ACTION

JURY TRIAL DEMANDED

PLAINTIFFS' FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiffs Theodore Kirkpatrick, Christopher Coll, Christopher O'Keefe, and Michael and Debby Poprawa (hereinafter "Plaintiffs"), on behalf of themselves and a proposed class of all others who are similarly situated, submit this First Amended Class Action Complaint (the "Complaint") against Defendant HomeAway, Inc., (hereinafter "Defendant"), and upon information and belief and investigation of counsel, state as follows:

NATURE OF THE CASE

1. This is a class action lawsuit against HomeAway, Inc., and encompasses its websites, HomeAway.com, VRBO.com, and VacationRentals.com. As discussed below, this Complaint seeks damages and other relief arising from Defendant's breach of contract, fraud, and violations of consumer protection laws.

2. "We are going to be free to travelers And we're going to be letting everybody know, when you come to our platform and you don't pay a fee and we think that's a

big deal.” This was the promise made by HomeAway’s CEO and co-founder Brian Sharples regarding Defendant’s rental property listing subscription service websites, described in more detail below. This promise was systematically made to rental property owners like Plaintiffs – in fact it was Defendant’s mantra. Defendant’s website promoted the marketplace model, in advertising as follows:

- a. “VRBO has no booking fees and is free for travelers.”
- b. “No traveler fees. Free to book with no hidden costs”
- c. “No fees for travelers. No online booking fees or hidden costs.”

Plaintiffs relied upon the promise of no renter service fees in purchasing and renewing property listing subscriptions with Defendant.

3. Unfortunately for Plaintiffs and members of the classes (defined below), Defendant has not followed through with this promise, to the great financial detriment of real property owners across the country that pay to use Defendant’s services to offer their property for rent.

4. Defendant, through its various websites, operates the world’s leading online marketplace for the vacation rental industry, with sites representing over 1.2 million paid vacation rental listings in 190 countries.

5. During the relevant time period, Defendant charged homeowners and property managers (hereinafter “owners”) annual subscription fees for the right to list and offer short-term vacation rental properties to travelers on one or more of Defendant’s websites. Owners, like Plaintiffs, pay to use Defendant’s websites to advertise their vacation properties, to communicate with travelers, and also to access and utilize various booking, tracking and financial tools.

6. As a vacation rental marketplace, Defendant, through its websites, allowed prospective renters to rent vacation properties from owners. Renters could search Defendant's websites, locate a vacation property to rent, communicate with the owner of the vacation property, and rent the vacation property.

7. Defendant induced owners to pay annual subscription fees to list their properties on its websites by representing that it was utilizing a marketplace model. Under this model, owners paid the costs of listing and renting their vacation properties, while travelers were only required to pay the cost of actually renting the vacation property itself. Defendant advertised, marketed, and represented to consumers, like Plaintiffs, that it did not charge any fees to travelers.

8. This marketplace model was preferred by owners because charging any amount beyond the cost of renting the property itself, such as a "traveler fee", significantly deters renters from renting owners' vacation properties. It also causes (and has caused) owners to reduce their rental prices to offset the additional charges. In short, forcing travelers to pay additional rental fees unrelated to renting the vacation property itself caused owners to lose bookings and money. Of equal importance is the fact that these fees depressed the value of the service that owners purchased from Defendant (*i.e.*, the value of the property listing subscriptions).

9. Defendant repeatedly represented to rental listing subscribers that it would continue to remain free to travelers, distinguishing itself from other online vacation rental listing websites, and was contractually obligated to do so.

10. Defendant represented that it would continue to earn its revenue through the annual subscription fees paid by owners, and by offering optional services and tools to owners,

rather than by resorting to traveler fees – which Defendant touted as a feature that distinguished it from its competitors.

11. In reliance on Defendant's marketplace model, including Defendant's promise and reassurance that it would not charge additional fees to renters, Plaintiffs and thousands of other owners entered into year-long contracts with Defendant for the right to list their rental vacation properties on Defendant's websites. In exchange for that right, Plaintiffs and other property owners paid Defendant annual subscription fees, often thousands of dollars per property listing.

12. Defendant knew that Plaintiffs and other owners relied on Defendant's marketplace model, including its promise not to charge travelers fees. Defendant was aware of Plaintiffs' and other owners' reliance on Defendant's representations when they entered into year-long contracts with Defendant and paid annual subscription fees to Defendant.

13. Contracts that Plaintiffs and other owners entered into with Defendant specified that charges and fees in effect at the time of the subscription agreements would govern throughout the one-year term of those agreements. Accordingly, because Plaintiffs' and other owners' agreements, entered into prior to February 9, 2016, did not include a fee to travelers, Defendant was contractually prohibited from changing that term of the parties' agreements during the one-year contract term.

14. Despite the contractual provision specifying charges and despite Defendant's repeated representations that use of its websites would remain free to travelers, on February 9, 2016 Defendant unilaterally abandoned and materially changed the contract, jettisoning its marketplace model and adopting an entirely different model and rate structure in the middle of the contractual period.

15. From that point forward, Defendant adopted a materially different “online travel agency” model (“OTA model”), whereby Defendant began to charge additional fees to travelers for the use of its websites, giving these additional fees the generic label, “service fees.”

16. The “service fees” instituted as part of Defendant’s OTA model were significant. They ranged from 4-10% of the total rental rate of owners’ properties, thereby increasing the total cost to renters. Not only has Defendant breached its contracts with Plaintiffs and owners, but the “service fees” have caused subscribers significant damage by reducing the number and value of bookings by travelers.

17. By this action, Plaintiffs seek compensation for the damages that they and other similarly situated owners have suffered as a result of Defendant’s breaches of contract, fraud and violation of consumer protection statutes, as well as other relief set forth herein.

PARTIES

Plaintiff Theadore Kirkpatrick (Michigan)

18. Plaintiff Theadore Kirkpatrick (“Kirkpatrick”) is an adult individual residing in Gwinn, Michigan. Kirkpatrick has been a HomeAway subscriber through HomeAway’s VRBO.com website since May 2011. On May 19, 2015, Kirkpatrick paid \$349 to renew his one-year “classic” level subscription for his rental property located in Gwinn, Michigan. Defendant never told Kirkpatrick about the renter service fees prior to renewing his subscription in May 2015. Kirkpatrick saw and relied upon Defendant’s advertisements and statements that it would not assess fees to renters. Furthermore, nothing in his contract allows these fees to be assessed. The renter service fees assessed to Kirkpatrick’s prospective renters’ rental quotes and bookings were consistently 9% of the total booking price, or approximately \$93-95 per booking. Kirkpatrick complained to Defendant about this fee because it was causing him to lose renters and rental income; however, Defendant did nothing to remedy the

issue or make Kirkpatrick whole. Subsequently, Kirkpatrick did not renew his subscription with VRBO after it expired in May 2016 specifically because the service fee resulted in a significant decrease in bookings and inquiries. Kirkpatrick's subscription contract with HomeAway consists of (and his relationship with HomeAway and VRBO is governed by) the HomeAway Terms and Conditions effective December 17, 2014. A true and correct copy of the Terms & Conditions effective December 17, 2014 is attached hereto as **Exhibit "A"**. Kirkpatrick has been injured as a result of Defendant's conduct as described herein.

Plaintiff Christopher Coll (Pennsylvania)

19. Plaintiff Christopher Coll ("Coll") is an adult individual residing in West Grove, Pennsylvania. Coll has been a HomeAway subscriber through HomeAway's VRBO.com website since August 20, 2014. On August 15, 2015, Coll's one-year "silver" level subscription for his rental property located in Avon, North Carolina renewed for \$649. He then purchased a second one-year "silver" level subscription for \$649 on January 11, 2016 for another rental property located in Salvo, NC. Defendant never told Coll about the renter service fee prior to Coll renewing and/or purchasing his subscriptions, and Coll did not know that Defendant would charge renters service fees. Coll saw and relied upon advertisements and statements from Defendant that it would not assess these fees to renters. Furthermore, nothing in his contract allows these fees to be assessed. Yet, Defendant unlawfully imposed renter service fees of approximately 6-10% of the booking price. As a result, Coll has experienced such a significant reduction in the number of bookings and rental income that he is forced to list both properties for sale. Coll's contracts with HomeAway consists of (and his relationships with HomeAway and VRBO are governed by) the VRBO Terms and Conditions effective August 11, 2015 (for the August 15, 2015 renewal) and September 15, 2015 (for the January 11, 2016 purchase). A true and correct copy of the Terms & Conditions effective

August 11, 2015 is attached hereto as **Exhibit “B”** and the true and correct copy of the Terms & Conditions effective September 15, 2015 is attached hereto as **Exhibit “C”**. Coll has been injured as a result of Defendant’s conduct as described herein.

Plaintiff Christopher O’Keefe (Vermont)

20. Plaintiff Christopher O’Keefe (“O’Keefe”) is an adult individual residing in Shelburne, Vermont. O’Keefe initially signed up with VRBO on January 11, 2013, and subscribed to the “bronze” package. In 2014, O’Keefe added the “global bundle” to his subscription, and in 2015 he added the “preferred” placement. O’Keefe most recently renewed his subscription, on January 11, 2016. Plaintiff currently pays approximately \$890 for his subscription with VRBO. O’Keefe’s rental property listed with Defendant is located in Cape Coral, Florida. Defendant never told O’Keefe about the renter service fees prior to O’Keefe renewing his subscription in January 2016, and O’Keefe did not know that Defendant would charge renter service fees. O’Keefe saw and relied upon advertisements and statements from Defendant that it would not assess these fees to renters. Furthermore, nothing in his contract allows these fees to be assessed. Due to the unlawful service fee to renters, O’Keefe has experienced a significant reduction in the number of bookings for his rental property. O’Keefe’s downturn in bookings and rental income is attributed to Defendant’s unlawful renter service fees of approximately 6% of the booking price, or approximately \$176 per booking. O’Keefe’s contract with HomeAway consists of (and his relationship with HomeAway and VRBO is governed by) the VRBO Terms and Conditions effective September 15, 2015. *See* Exhibit C. O’Keefe has been injured as a result of Defendant’s conduct as described herein.

Plaintiffs Michael and Debby Poprawa (California)

21. Plaintiffs Michael and Debby Poprawa (“the Poprawas”) are adult individuals residing in Eureka, California. Plaintiffs initially signed up with VRBO on November 3, 2015 to list their rental property located in Limon, Costa Rica. The Poprawas paid \$349 for an annual “classic” subscription and paid an additional \$149 on November 9, 2015 for a six month banner display on the website. Defendant never told the Poprawas that it would charge renters a service fee prior to the Poprawa’s purchase of the subscription, and the Poprawas were not otherwise aware that Defendant would charge service fees to their prospective renters. The Poprawas decided to purchase a subscription with VRBO because of the fact that they did not charge renters service fees. The absence of these fees is why the Poprawas decided to use VRBO. The Poprawas saw and relied upon advertisements and statements from Defendant that it would not assess these fees to renters. Furthermore, nothing in the Poprawa’s contract with Defendant allows these fees to be assessed. Defendant unlawfully assesses renter service fees of 8-9% of the booking price. Due to the unlawful and undisclosed renter service fee charged by Defendant to the Poprawa’s prospective renters, the Poprawas have experienced a significant reduction in the number of bookings for their rental properties and have lost significant rental income. The Poprawa’s subscription contract with HomeAway consists of (and their relationship with HomeAway and VRBO is governed by) the HomeAway Terms and Conditions effective September 15, 2015. *See* Exhibit C. The Poprawas have been injured as a result of Defendant’s conduct as described herein.

Defendant HomeAway, Inc.

22. Defendant HomeAway, Inc., is incorporated in Delaware with its headquarters and principal place of business in Austin, Texas. HomeAway owns and operates at least 40

websites, including, in the United States, HomeAway.com, VRBO.com, and Vacation Rentals.com.

23. The true names, roles and/or capacities of Defendants named as DOES 1 through 10, inclusive, are currently unknown to Plaintiffs and therefore, are named as Defendants under fictitious names. Plaintiffs will identify Does 1 through 10 and their respective involvement in the wrongdoing at issue if and when their identities become known.

24. The acts alleged to have been done by Defendants, and each of them were authorized, ordered or done by their directors, officers, agents, partners, employees or representatives while actively engaged in the management and affairs of each of Defendant's respective websites.

JURISDICTION AND VENUE

25. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332(d) of The Class Action Fairness Act because the matter in controversy exceeds the sum or value of \$5,000,000 exclusive of interests and costs and because Plaintiffs and Defendant are residents of different states.

26. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Plaintiffs suffered injuries as a result of Defendant's acts in this District, Defendant is authorized to conduct business in this District, Defendant resides in this District and Defendant is subject to personal jurisdiction in this District, and Defendant has consented to venue in this District.

FACTS

27. The vacation rental properties at issue are privately owned residential properties, including, but not limited to, homes, condominiums, villas, and cabins, that property owners and/or property managers rent to the public on a short-term basis, either nightly, weekly, or monthly.

28. Defendant, which was acquired by Expedia, Inc. in December 2015, is the world's largest and leading online marketplace for vacation rental properties. As of 2016, Defendant's websites included approximately 1.2 million paid vacation rental listings in 190 countries.¹

29. Defendant primarily serves homeowners and managers of vacation properties who wish to rent vacation properties to tenants on a short-term basis, as well as travelers seeking to rent vacation homes on a short-term basis.

30. Owners pay Defendant an annual subscription fee in exchange to list their vacation rental properties on one or more of Defendant's websites. Owners listing their properties may include additional information about the vacation property, including description, cost, availability, and photographs of the property.

31. Until July 11, 2016, Defendant offered five varying VRBO.com subscription "levels" including classic, bronze, silver, gold and platinum. Classic was the least expensive subscription level, while platinum was the most expensive subscription level. The price for a one-year subscription ranged in price from several hundred dollars to well over one-thousand dollars depending on the level. And, "[b]y default, all subscriptions paid for by credit card [] automatically renew just prior to the renewal date."²

32. Defendant advertises that owners obtain greater benefits at higher subscription levels. The most significant benefit that owners receive for purchasing a more expensive subscription is a higher ranking in search results when travelers search Defendant's websites

¹ See <https://www.homeaway.com/info/media-center/press-releases/2016/homeaway-wins-2016-gold-magellan-award> (last visited October 20, 2016).

² See <https://help.vrbo.com/articles/How-do-I-pay-for-or-renew-my-subscription-vrbo> (last visited October 20, 2016).

for rental properties. For example, rental properties posted by owners who are silver-level subscribers will appear before postings by classic-level subscribers.

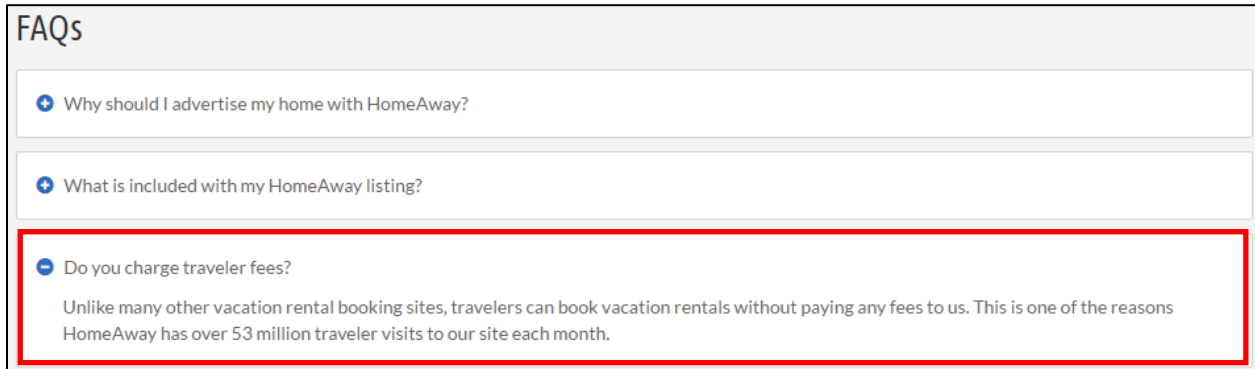
33. When renters search one of Defendant's websites for a vacation rental property, they may select certain criteria such as location of the property, size of the property, travel dates and availability, as well as the number of guests. Based upon the traveler's search criteria, Defendant's website produces a list of vacation rental properties that populates the results based upon the subscription level – with the most expensive subscription levels appearing before less expensive subscription levels.

34. Defendant also offers owners two different bundle options for an additional cost. United States subscribers may select either a "US Bundle" or a "Global Bundle." Owners can purchase the "US Bundle" allowing their rental properties to appear on Defendant's three principal U.S. websites: HomeAway.com, VRBO.com, and VacationRentals.com. Owners can purchase the more expensive, "Global Bundle" which allows their rental properties to appear on all three principal U.S. websites, as well as 24 international websites that are owned by Defendants. These bundle options are sold on a one-year subscription basis, and cost several hundred dollars each.

35. Prior to February 9, 2016, Defendant obtained revenue principally through the sale of varying subscriptions and bundles to owners who utilized its websites. Defendant did not charge renters any additional service fees for booking rentals using its websites.

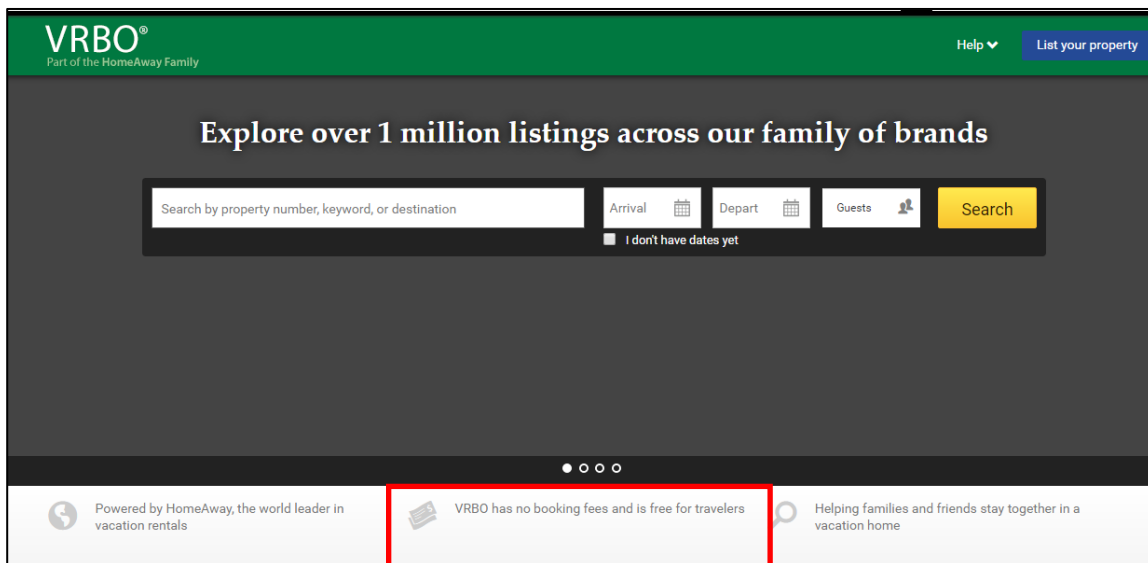
36. In fact, Defendant consistently represented that browsing and booking through its websites was free to travelers (*i.e.* no service fees would be assessed), and would remain free to travelers pursuant to its marketplace model. This model distinguished Defendant from other online travel competitors, such as TripAdvisor and Airbnb.

37. An example of Defendant's representations that renters would not pay a fee is depicted below:

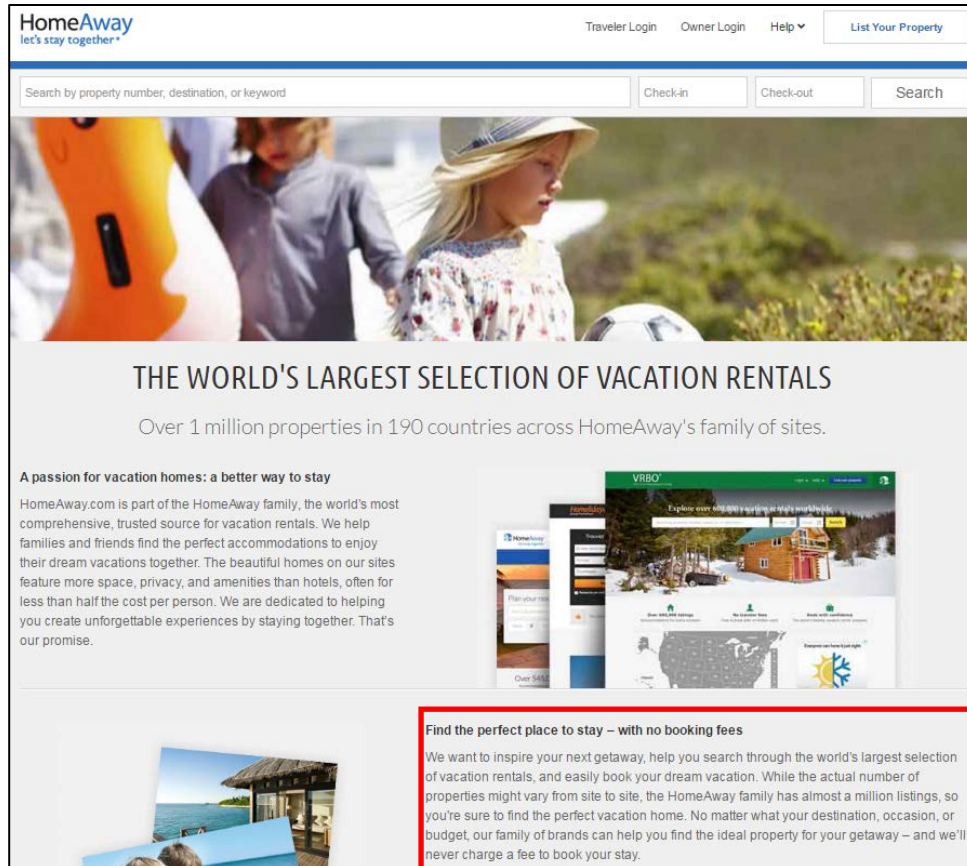


See <https://www.homeaway.com/info/cart/lyp-pages/lyp-a> (last visited October 20, 2016).

38. Defendant's websites, in fact, stated in numerous locations that that there would be no booking fees for renters and travelers:



See <https://web.archive.org/web/20151029215610/http://www.vrbo.com/> (as of October 29, 2016).



See <https://web.archive.org/web/20151027013527/http://www.homeaway.com/info/about-the-family> (as of October 27, 2015).

39. Defendant described this marketplace model, whereby travelers would ***never*** be charged for use of Defendant's websites, as an essential part of Defendant's business plan. Brian Sharples (hereinafter "Sharples"), HomeAway's co-founder and soon-to-be-former CEO, described the performance-based marketplace model as central to HomeAway's business plan, giving HomeAway a competitive advantage over other performance-based companies in the industry.

40. Defendant represented and promoted the fact that its websites were free to travelers, and would remain as such. In HomeAway's November 2014 earnings call, Sharples reiterated this important differentiator by stating:

We are going to be free to travelers. Trip advisor and Airbnb have chosen to charge big fees to travelers. Well, we're going to

have a pretty sizeable marketing budget in the next few years. And **we're going to be letting everybody know, when you come to our platform and you don't pay a fee and we think that's a big deal**, because if you look historically at the travel industry, those competitors who adopted no traveler fees first are the ones that ended up being the big winners in that business.”

41. Additionally, at the 2011 Capital Factory Demo Day, Sharples discussed how Expedia ruined Vacationspot.com within a year of acquiring the leading vacation rental marketplace business by imposing such fees. In early 2000, Expedia extinguished the Vacationspot.com subscription model and implemented a percentage based commission-model that assessed fees based on a percentage of the total booking price.³ Within a year, Vacationspot.com went out of business.

42. Consistent with Defendant's representations, it remained for many years a marketplace model, charging fees to owners for listing their vacation rental properties on its websites, and permitting travelers to pay only the cost of the rental property itself, with no additional charges or fees.

43. Paragraph 1 of Defendant's contract with subscribing owners, such as Plaintiffs, reflected the marketplace model in its Terms and Conditions, stating:

HomeAway.com and other Sites act as a venue to allow homeowners and property managers who advertise on the Site (each, a “member”) to offer for rent in a variety of pricing formats, a specific vacation or short term rental property to potential renters (each, a “traveler” and, collectively with a member, the “users”).⁴

44. Similarly, Defendant's website promoted the marketplace model, advertising as follows:

a. “VRBO has no booking fees and is free for travelers.”

³ See <https://www.youtube.com/watch?v=U6gbCDL02R0> (last visited October 20, 2016).

⁴ See <https://web.archive.org/web/20150310001635/http://www.vrbo.com/info/termsandconditions>, at ¶ 1 (last visited June 23, 2016).

- b. “No traveler fees. Free to book with no hidden costs.”
- c. “No fees for travelers. No online booking fees or hidden costs.”

45. Plaintiffs each own rental properties which they list through Defendant. Plaintiffs purchased or renewed their subscriptions prior to February 9, 2016, and Defendant’s unilateral imposition of a service fee to travelers or renters occurred in the middle of a subscription period.

46. In reliance on Defendant’s representations that it was and would continue to remain a marketplace model, free to travelers, Plaintiffs purchased or renewed their subscriptions with Defendant prior to February 9, 2016.

47. At the time Plaintiffs purchased or renewed their subscriptions, Paragraph 21 of Defendant’s Terms and Conditions specified that HomeAway’s rates and fees would not change from the marketplace model described, during the one-year term of the contract, stating:

For subscription listings, the rates in effect at the time of the member’s next subscription renewal, new listing or a member’s upgrade or any other additional or new order of any product or service will govern for such renewal or other order.⁵

48. The contract further specified that any non-clerical or substantive changes to the Terms and Conditions would be effective only if approved by Plaintiffs:

We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time, with or without your consent and you acknowledge and agree that your consent to any such amendment is not required in the event that the proposed amendment is clerical and/or non-substantive in nature. Notification of any amendment will be posted on the Site by the indication of the last amendment date at the top of these Terms, and will be effective immediately. If you disagree with any non-clerical and/or substantive amendment to these Terms, then (i)

⁵ <https://web.archive.org/web/20151204064530/http://www.vrbo.com/info/termsandconditions>, at ¶ 21 (last visited June 23, 2016).

your sole remedy as a traveler, or any other user other than a member, is to discontinue your use of the Site, and (ii) your sole remedy as a member is to withhold your consent to the applicability of the proposed amendment to your use of the Site, in which case your use of the Site will continue to be governed by the terms and conditions that were applicable to your use of the Site during the then current term of your subscription as the same were in effect immediately prior to the proposed amendment you agree that you are responsible for keeping a copy of such terms.⁶

49. Thus the terms of the contract between Plaintiffs and Defendant prohibited HomeAway from changing its fees or rates during the one-year term of the contract and the subscription for which Plaintiffs had paid, without Plaintiffs' prior consent.

50. At no time since renewing their subscriptions have Plaintiffs consented to any changes in Defendant's fees or rate, including specifically the service fee to renters. Despite this, and despite Defendant's contractual obligations, Defendant unilaterally, substantively, non-clerically and materially altered its fee and rate structure on February 9, 2016. This change meant that Defendant's websites would no longer be free to travelers as previously promised, and Defendant would no longer use the marketplace model that it had promoted and advertised to Plaintiffs and other owners.

51. After February 9, 2016, Defendant began charging travelers "service fees" of between 4% and 10% of the total rental rate of owners' properties. Defendant's "service fees" cost travelers hundreds of dollars, in addition to the owner's rental rate. As a result, many prospective renters have been deterred from renting through Defendant's websites, thus greatly impacting Plaintiffs and other rental owners' bookings and rental incomes.

52. For Plaintiffs and other owners, the effects of Defendant's newly imposed "service fees" has been significant, immediate, and negative, reducing the number and value of bookings when compared with previous years.

⁶ *Id.*

53. Scores of virtually identical complaints about this exact conduct by Defendant can be found on the internet from consumers across the country. A small sample of the countless consumer complaints about Defendant's service fee are reproduced verbatim below [all *sic*]:

- **Carrie of Haleiwa, HI on May 10, 2016**

I have been with VRBO for 5 years and each year they increase their subscription fees. I've renewed my contract each year because I've found that consumers have become increasingly aware of the VRBO name and I like the web site (somewhat easy to work). I just became aware this week that VRBO is now charging the public (consumers, my guest) a very large fee to book through their website. I'm totally confused!

I paid VRBO a total of \$3,370 last winter to list my two villas on their site. *Now here we are mid year and they have suddenly changed policy?* I had an inquiry yesterday on one of my villas and attached to my quote (WITHOUT MY PERMISSION) was an additional \$350 dollars that would go to VRBO. I call this DOUBLE DIPPING!!! I did not agree to this and I would much rather pay a higher rate to use the website on my end than to charge my guest outrageous fees to VRBO. This seems criminal. I will now lose clients. I suspect VRBO will get more and more greedy while my business loses. Does the CEO of VRBO really think they can stay in business if we, the owners cannot? Our guest are already looking for a "deal" when booking through a private owner and not a hotel. How can we now compete? You are making our business unaffordable to the public.⁷

- **Sam of Nashville, TN on April 16, 2016**

February 2016 VRBO has *deceptively added a 4-10% service fee*, paid by the renter, for all reservations booked using the VRBO payment process. This homeowner, as well as most other homeowners, believes this fee is without merit as the homeowner already pays a hefty fee for advertising on VRBO and the fee does not add any value for the renter. VRBO's justifications for this fee are 24/7 customer service and secure payments. The 24/7 customer service is just a marketing ploy because if a renter has a problem with the rental they will call the homeowner for remedy. The secure payment is also a marketing ploy because for the last 4 years I have used VRBO's payment process without any security

⁷ See <https://www.consumeraffairs.com/online/vrbo.html?page=2> (last visited June 22, 2016) (emphasis added).

problems. Expedia purchased VRBO in late 2015 paying 4 billion dollars for VRBO's 1 million subscriptions and this fee is just a way to recoup that layout.

This homeowner will not be renewing the subscription when it is due because I believe this is corporate greed at its highest level. The fee was introduced without the knowledge of the homeowner and the only way to fight a large corporation is by impacting their bottom line. Potential renters should be aware of this "service fee" and refuse to pay it. Call VRBO customer service to voice your dissatisfaction and help all renters and homeowners by booking your reservation thru PayPal or personal check. If we don't speak out corporate greed wins. My suggestion for both homeowners and renters is to fight this unnecessary fee and use Vacation Home Rentals as your primary site to both advertise and reserve vacation rentals.⁸

- **Dorinda of Tiburon, CA on April 14, 2016**

Since the new fees have been enforced, I have not had one new booking. Last year at this time I was almost booked for the season. So far, monthly renters who see a "service charge" of \$499.00 payable to VRBO either haven't responded beyond seeing the fee or have responded by asking me to eat the fee on my end. Worst of all, despite the rhetoric, *there is no real added value to support the new fees. It is all just a money grab.*⁹

- **Judy of New York, NY on April 3, 2016**

Earlier this year, VRBO/Homeaway imposed a new service on people who rent my beach house. The fee, up to \$499, has driven renters away from their websites. In the past, I'd be fully booked for summer by now. This year, I have not had one inquiry since January. I paid \$699 to list my property. Their greed has made my listing worthless. What can be done?¹⁰

- **Charlotte of Wilsonville, OR on March 26, 2016**

We have been with VRBO with a flat fee for over a year and have been very pleased until we are suddenly hit with this outrageous "service fee". What service? I do not consider a percentage of the total booking any sort of service fee. It is a brazen money grab where neither the owner nor the renter has any say in the matter. A service fee should be a flat fee to cover the actual booking service, say \$15-20. But an extra \$200 or more for a service fee? That's just extortion. I do not want or need their marketing assistance and if I

⁸ *Id.* at page 4 (emphasis added).

⁹ *Id.* at page 5 (emphasis added).

¹⁰ *Id.* at page 6.

did I would pay extra for it as many VRBO owners currently do. The transient room tax in my area is 12% so with this additional take from VRBO we are over 20% additional before cleaning, insurance, etc. We will definitely be looking at moving to another site.¹¹

- **Bryan of Washington, DC on March 24, 2016**

I am a property owner and have used VRBO for this property since 2008. We always sell out the entire summer... with the exception of this year. VRBO implemented substantial fees which will increase the money they get from my rentals by over 700% all at once. They say this is for a guarantee, which does not guarantee anything additional for the renter, and to increase their advertising budget. Increasing advertising budget by 700% when you have a monopoly on the market does not sound fair at all. *This was implemented without any coordination with the property owners, without any input from property owner and the largest impact to be realized is to the property owners. It's like if you rented a car for one month and in week 2, they added more service fees to the rental, changed the rental agreement in the background and threaten to come and take the car if you don't pay the new fees. A breach of agreement.*¹²

- **Darlene of Selma, AL on March 18, 2016**

I too have been using VRBO for years with great success, and paying my yearly fee. As of now I have one rental, and that's only because they booked before the new (unannounced) fee appeared! This is not a flat rate fee, it is a 4 to 9% fee depending on the rate I charge my renters. THIS MEANS THE HIGHER END THE UNIT IS THE HIGHER THE PERCENTAGE. This is what I was told by a VRBO representative when I called to complain. The representative had a long drawn out explanation which boiled down to pure greed! One of the great advantages of using a VRBO was affordability over booking through a travel agent thus avoiding the "service fees". I personally HAVE BOOKED MY LAST TRIP THROUGH VRBO. It just seems to me that there has to be some legal issues behind this and I do plan to speak to my attorney today. I'll report on how it goes... VRBO you get 1 star. You are at the bottom of the scum bucket in my opinion!!!¹³

- **Hugh of Albuquerque, NM on March 4, 2016**

I can confirm via personal billing experience what others have said about the new VRBO fees. VRBO is suddenly increasing their

¹¹ *Id.* at page 7.

¹² *Id.* (emphasis added).

¹³ See <https://www.consumeraffairs.com/online/vrbo.html?page=8> (last visited June 22, 2016).

revenue many-fold, exhibiting extraordinary greed. They are charging my renters 9% of the owner's income. They have also increased their credit card processing fee as well. Mine went from 2.5% to 2.9%. I gather that they will also increase their annual listing charge to about \$400. Even excluding their annual charge, their take is 11.9%, which exceeds my, and probably most owners' net profit. Despite their new fees, which the CEO tried to justify as intended to improve customer service, they have created a new communications wall so that you can no longer e-mail them.

The new fee structure is incomprehensible, and VRBO is making false claims. One VRBO website page claims the new renter fee will be 5%, another says it will slide from 4-9%, but gives no info about why, how it slides. My fee, not including the additional credit card fee, was 9%. *There truly was no warning, despite VRBO's claims to contrary. I noticed first fee this month, March 2016, and had no earlier notice from VRBO.* Can anyone recommend another company?¹⁴

- **Sandra of Charlotte, NC on February 29, 2016**

I've utilized the VRBO site for my cabin for over two years and while quoting a vacation to a potential renter on the phone today noticed a "SERVICE FEE". It's 4 - 10% the total of my rental. Shame on you!!! This is triple dipping, VRBO. Seriously. Not how to conduct business. You were just purchased by Expedia -- who should understand the value of a BRAND. You've just significantly damaged YOURS by poaching from your clients -- that would be US, the people who own vacation properties without whom there would be no VRBO/Homeaway. *I held my end of the agreement and paid you contractually what I owed for one year as I understood. I DID NOT agree to an additional fee outside of the OTHER one that you also apply when my guests pay online.* I believe I'll be taking a vacation from VRBO. Pathetic business practices!¹⁵

- **Diana of Panama City Beach, FL on February 28, 2016**

We have just lost a \$7000 booking because *VRBO has added a fraudulent "service fee" to my listing* which is \$390. My renters just emailed me and told me VRBO has refused to take off the fee and this is the reason why they won't be booking my unit. *I have never agreed to the service fee*, since I signed up and paid a \$1300 listing fee for no booking fees! BAD BUSINESS!¹⁶

¹⁴ *Id.* at page 11 (emphasis added).

¹⁵ *Id.* at page 14 (emphasis added).

¹⁶ *Id.* (emphasis added).

- **DRK459 from Boulder, CO on February 19, 2016**

I have 3 properties listed with vrbo, Im disgusted with VRBO and how they added this service fee on top of many other fees. I'm asking my vacation renters to pay via paypal to avoid this service fee. I also listed all my properties on Trip advisor. I will not renew my listings with VRBO. GREED GREED GREED!!!!!!¹⁷

- **TurbineSeaplane from Boise, ID on February 23, 2016**

This is TOTALLY outrageous....

We have 2 properties on VRBO and this completely brings into question the viability of using them moving forward.

4-10% is not even close to a "small thing" - It's a complete deal breaker and for absolutely no value provided (we already pay them \$1300/year + extra for CC processing)

TOTALLY nuts...Just nuts...¹⁸

- **Helen Szczuczko from Mesa, AZ on April 7, 2016**

YES – VRBO DOES HAVE A NEW “SERVICE FEE” – TO BE PAID BY THE RENTER!!

Let me add my voice to the chorus of property owners disgusted with VRBO and their institution of this new “service fee” – to be paid by renters. I had been wondering why rental inquiries for my properties had recently dwindled so drastically. Upon receiving an inquiry today I went to the dashboard and was horrified to see a 9% service fee added onto the price quote breakdown for my potential future renter. I called VRBO customer service voiced my extreme dissatisfaction, only to be greeted by an agent doing her very best to try and justify this additional charge. There is NO JUSTIFICATION for it. VRBO substantially increased their advertising charges less than 18 months ago. My platinum level charges increased by almost 30% per year. Now it appears VRBO is looking for further revenue and this time it its the renters who have to pay. All this does for property owners, is diminishes the number of inquires and ultimate rentals. I am going to look at moving my properties elsewhere and in the meantime – until my subscription runs out, inform anyone inquiring about renting over VRBO that this new “service fee” has nothing to do with me. It is just VRBO being greedy. I intend to give potential renters

¹⁷ See https://www.tripadvisor.com/ShowTopic-g60842-i150-k9271843-o20-VRBO_now_charging_a_booking_fee-Gatlinburg_Tennessee.html (last visited June 22, 2016).

¹⁸ *Id.* at page 7.

alternative options for rental – where they will not have to pay this fee. 2 years ago I would have given VRBO a 5 star rating – now unfortunately it would only be 1 star¹⁹

- **Tim from Charleston, SC on March 21, 2016**

We have been listing our rental property with VRBO for over 12 years and until this year they were great. As other owners have noted below, they started charging our guests a 10% service fee on all bookings. Our inquiries and bookings have plummeted. VRBO never communicated the new fee to owners before it went into effect. We had just renewed our listing and paid the annual \$500 fee and no mention of this. Essentially this is GREED plain and simple and we need to decrease our fees to not lose business or find somewhere else to list.²⁰

54. Plaintiffs and other Class members have been damaged by Defendant’s “service fees” in at least the following ways:

(a) Plaintiffs and Class members’ subscriptions to Defendant’s websites are devalued. Plaintiffs and other owners agreed to Terms and Conditions which did not impose fees to travelers, and paid for Defendant’s website subscriptions in reliance on those Terms and Conditions, which did not impose additional fees upon travelers. Defendant specifically represented, advertised, and promised that it would not charge fees to renters. Had Defendant been honest and revealed the fees to travelers when Plaintiffs and other owners subscribed, Plaintiffs and other owners would not have subscribed to, or would have paid less for their subscriptions.

(b) Plaintiffs and other owners have lost bookings because of Defendant’s newly imposed “service fees” to travelers. Travelers decline to rent Plaintiffs’ and other owners’ vacation rental properties when they are confronted with the obligation to pay additional fees beyond the cost of the rental property itself. As a result, Plaintiffs and other

¹⁹ See <https://bestcompany.com/vacation-rentals/company/vrbo/> (last visited June 22, 2016).

²⁰ *Id.*

owners are now receiving fewer bookings than they would have received absent Defendant's newly imposed "service fees."

(c) Plaintiffs and other owners did not agree or consent to a unilateral, material alteration of those contracts by Defendant, and have been damaged by Defendant's breach(es) of contract.

CLASS ALLEGATIONS

55. Plaintiffs incorporate each of the preceding allegations by reference as though fully set forth at length.

56. Plaintiffs seek certification of the following classes pursuant to FED. R. CIV. P. 23:

California Class

All persons residing in California who paid for a subscription to list property for rent on one or more of HomeAway's websites before February 9, 2016, who did not purchase or renew a subscription on or after that date, and whose bookings are or have been subjected to a fee to renters.

Michigan Class

All persons residing in Michigan who paid for a subscription to list property for rent on one or more of HomeAway's websites before February 9, 2016, who did not purchase or renew a subscription on or after that date, and whose bookings are or have been subjected to a fee to renters.

Pennsylvania Class

All persons residing in Pennsylvania who paid for a subscription to list property for rent on one or more of HomeAway's websites before February 9, 2016, who did not purchase or renew a subscription on or after that date, and whose bookings are or have been subjected to a fee to renters.

Vermont Class

All persons residing in Vermont who paid for a subscription to list property for rent on one or more of HomeAway's websites before February 9, 2016, who did not purchase or renew a subscription on or after that date, and whose bookings are or have been subjected to a fee to renters.

57. In the alternative to the California, Michigan, Pennsylvania, and Vermont Classes above, Plaintiffs seek certification of a Nationwide class, defined as follows, whose claims will be subject to Texas law:

All persons in the United States who paid for a subscription to list property for rent on one or more of HomeAway's websites before February 9, 2016, who did not purchase or renew a subscription on or after that date, and whose bookings are or have been subjected to a fee to renters.

Plaintiffs only seek to assert Texas claims on behalf of the Nationwide class to the extent that the Court determines that the laws of the Plaintiffs' respective home states do not apply.

58. The above classes may be referred to collectively as the "Class." Plaintiffs reserve the right to modify or amend these definitions if discovery and further investigation reveals that the classes should be expanded, divided into additional subclasses, or modified in any other way.

59. Excluded from the Class are: Defendant and any entities in which Defendant has controlling interest; any entities in which Defendant's officers, directors, or employees are employed and any of the legal representatives, heirs, successors, or assigns of Defendant; the Judge to whom this case is assigned and any member of the Judge's immediate family and any other judicial officer assigned to this case; all persons or entities that properly execute and timely file a request for exclusion from the Class; and any attorneys representing the Plaintiffs or the Class.

60. The potential Class and sub-classes are so large that joinder of all members would be impracticable. Additionally, there are questions of law or fact common to the class, the claims or defenses of the representative parties are typical of the claims or defenses of the class, and the representative parties will fairly and adequately protect the interests of the class.

61. This action satisfies all requirements of FED. R. CIV. P. 23, including numerosity, commonality, typicality, adequacy, predominance and superiority.

62. **Numerosity:** the Class is so numerous that joinder of all members is impracticable. While the exact number is unknown at this time, it is generally ascertainable by appropriate discovery.

63. **Commonality:** the claims made by Plaintiffs meet the commonality requirement because they present shared questions of law and fact, and resolving these questions will resolve the class-wide litigation. These shared questions predominate over individual questions, and they include without limitation:

- a. Whether the Terms and Conditions restrict HomeAway from unilaterally changing its fees and rates without approval;
- b. Whether HomeAway misrepresented that it would not charge fees to travelers;
- c. Whether the conduct alleged herein is in violation of state consumer protection laws;
- d. Whether HomeAway's practice of charging fees to travelers breached the parties' contracts;
- e. Whether HomeAway's practice of charging fees to travelers deprived Class members of the benefits of their contracts;
- f. Whether HomeAway's conduct injured the Class and sub-classes;

- g. The amount of revenues and profits HomeAway received and/or the amount of monies or other obligations imposed on or lost by the Class members as a result of HomeAway's conduct;
- h. Whether Class members are threatened with irreparable harm and/or are entitled to injunctive and other equitable relief and, if so, what is the nature of such relief; and
- i. Whether the Class members are entitled to payment of equitable monetary relief and/or damages plus interest thereon, and if so, what is the nature of such relief.

64. **Typicality:** Plaintiffs' claims are typical of those of the other class members because Plaintiffs, like every other class member, have been damaged by Defendant's conduct because Plaintiffs and all members of the Class entered into substantially identical contracts with Defendant pursuant to which they were permitted to list their vacation rental properties on one or more of Defendant's websites. Pursuant to the terms of those contracts, Defendant was prohibited from changing its rates and charges during the terms of those agreements without the express approval of Plaintiffs and the Class members. Notwithstanding the fact that Plaintiff and Class members did not approve any changes to Defendant's rates or fees, Defendant unilaterally and unlawfully changed its rates and fee model during the term of its contracts with Plaintiffs and Class members. Plaintiffs and Class members have been damaged by Defendant's conduct in that their subscriptions to Defendant's websites have been devalued to an amount less than what they paid for those subscriptions and in that they have lost bookings of their vacation rentals that they otherwise would have received in the absence of Defendant's "service fees" to travelers.

65. **Adequacy:** Plaintiffs will fairly and adequately represent and protect the interests of the class because Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class members. Plaintiffs seek no relief that is antagonistic or adverse to the members of the Class, and the damages Plaintiffs have suffered are typical of other Class members.

66. **Superiority and Predominance of Common Questions:** Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, and expense that hundreds of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by certain Class members, who could not individually afford to litigate their claims against a large corporate Defendant. Further, even for those Class members who could afford to litigate such a claim, it would remain an economically impractical alternative. Moreover, as extensively set forth above, questions of law or fact common to class members predominate over any questions affecting only individual members.

67. The nature of this action makes the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and the Class members for the wrongs alleged because Defendant would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual Class member with superior financial and legal resources; the costs of individual lawsuits could be cost prohibitive in light of the amounts that may be recovered; proof of a common course of conduct to which Plaintiffs were exposed concerning their properties is representative of that

experienced by Class members and will establish the right of each member of the Class to recover on the cause of action alleged; and individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

68. Plaintiffs will fairly and adequately protect the interests of the Class. The interests of the Class representative are consistent with those of the other members of the Class. In addition, Plaintiffs are represented by experienced and able counsel who have extensive experience and expertise in the areas of consumer and contract law, trial practice, and class action representation.

69. The class action is superior to all other available methods for the fair and efficient adjudication of this controversy. Because of the number and nature of common questions of fact and law, multiple separate lawsuits would not serve the interest of judicial economy.

70. Defendant has acted, and refuses to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

FIRST CAUSE OF ACTION
Violations of the California False Advertising Law
CAL. BUS. & PROF. CODE §§ 17500, *et seq.* (“FAL”)
(on Behalf of Plaintiffs Poprawa and the California Class)

71. Plaintiffs repeat, reallege, and incorporate by reference each of the foregoing allegations as though fully set forth herein.

72. Plaintiffs Michael and Debby Poprawa bring this claim on behalf of themselves and the California Class.

73. At all times relevant, Defendant violated the FAL by use of false and misleading representations or omissions of material fact described herein, including Defendant’s representations that booking through its websites would remain free to travelers, that traveler

search results are ordered according to subscription level and that preference is not given to pay-per-booking listings, and that rates in effect at the time of the member's next subscription renewal, new listing or upgrade would govern.

74. Plaintiff and Class members are consumers, purchasers, or other persons entitled to the protection of the FAL.

75. The FAL declares that it is unlawful for any person, firm, corporation or association to perform services, or to induce the public to enter into any obligation relating thereto, through the use of untrue or misleading statements. Defendant violated the FAL in the manner described herein.

76. At all times herein alleged, Defendant committed acts of disseminating untrue and misleading statements as defined by the FAL by engaging in the following acts and practices with intent to induce members of the public to purchase subscription services:

a. Defendant failed to disclose information concerning its goods and/or services which were known to Defendant, when Defendant failed to disclose that its search listing results effectively promote pay-per-booking listings, such that pay-per-booking listings appear higher in traveler's search results than they would if they were subscription listings.

b. Defendant engaged in advertising programs designed to create the image, impression and belief by Plaintiffs and Class members that Defendants would not impose additional fees upon travelers.

c. Defendant engaged in advertising programs designed to create the image, impression and belief by Plaintiffs and Class members that Defendants would not impose additional fees upon travelers.

77. Plaintiffs and members of the Class entered into contracts with Defendant, which did not impose additional fees upon travelers in its Terms and Conditions, and did not agree or consent to a unilateral, material alteration of those contracts by Defendant.

78. Defendant engaged in advertising programs designed to create the image, impression and belief by Plaintiffs and Class members that Defendants would not impose additional fees upon travelers.

79. Plaintiffs, on behalf of themselves and all others similarly situated, demand judgment against Defendant for injunctive relief afforded under the FAL, and attorneys' fees and costs.

SECOND CAUSE OF ACTION
Violations of the California Unfair Competition Law
CAL. BUS. & PROF. CODE §§ 17200, *et seq.* ("UCL")
(on Behalf Plaintiffs Poprawa and California Class)

80. Plaintiffs repeat, reallege, and incorporate by reference each of the foregoing factual allegations as though fully set forth herein.

81. Plaintiffs Michael and Debby Poprawa bring this claim on behalf of themselves and the California Class.

82. The UCL prohibits "any unlawful, unfair or fraudulent business act or practice." As set forth above, Defendant advertised that it would not charge travelers a fee for using its services, yet unilaterally changed its terms of service, without notice, and began charging a service fee to travelers between 4% and 10%. Plaintiffs and members of the proposed Class purchased subscription in reliance of Defendant's statement. This constitutes an "unlawful" business practice or act under the UCL.

83. In addition, Defendant's claim that it would not charge travelers a service fee constitutes a "fraudulent" business practice within the meaning of the UCL. Defendant

misrepresented that it would not charge travelers a booking fee for using its services and therefore Plaintiffs and members of the proposed Class relied on said misrepresentations when purchasing subscriptions from the Defendant.

84. Defendant used the claim that it would not charge travelers booking fees in order to induce Plaintiffs and Class members into purchasing various levels of subscription services from the Defendant.

85. Defendant has therefore engaged in unlawful, unfair and fraudulent business acts in violation of the UCL.

86. Pursuant to Business and Professions Code Section 17203, Plaintiffs and Class members seek an order requiring Defendant to immediately cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its actions.

THIRD CAUSE OF ACTION
Violations of the California Consumers Legal Remedies Act
CAL. CIV. CODE §§ 1750, *et seq.* (“CLRA”)
(on Behalf of Plaintiffs Poprawa and the California Class)

87. Plaintiffs repeat, reallege, and incorporate by reference each of the foregoing factual allegations as though fully set forth herein.

88. Plaintiffs Michael and Debby Poprawa bring this claim on behalf of themselves and the California Class.

89. This cause of action is brought pursuant to the CLRA, California Civil Code Sections 1750, *et seq.*

90. The CLRA has adopted a comprehensive statutory scheme prohibiting various deceptive practices in connection with the conduct of a business providing goods, property, or services to consumers primarily for personal, family, or household purposes. The self-declared

purposes of the Act are to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protection.

91. Defendant is a “person” as defined by Civil Code Section 1761(c), because each Defendant is a corporation as set forth above.

92. Plaintiffs and Class members are “consumers,” within the meaning of Civil Code Section 1761(d), because they are individuals who purchased subscriptions from Defendant in order to list rental properties for personal and/or household use.

93. Defendant’s subscription products are “services” within the meaning of California Civil Code Section 1761(a), in that they are services bought by Plaintiffs and Class members for personal, family, and/or household use.

94. Defendant’s sale of its subscription products online throughout California constitutes “transaction[s]” which were “intended to result or which result[ed] in the sale” of goods to consumers within the meaning of Civil Code Sections 1761(e) and 1770(a).

95. Plaintiffs have standing to pursue this claim as they have suffered an injury in fact and have lost money as a result of Defendant’s actions as set forth herein. Specifically, Plaintiffs purchased a subscription service from Defendant in order to list their rental property. Plaintiffs would not have purchased the subscription had Defendant indicated that it would charge travelers a booking fee above the rental price.

96. Section 1770(a)(9) of the CLRA prohibits anyone from “[a]dvertising goods or services with intent not to sell them as advertised.” As noted above, by unilaterally changing its terms of service and charging travelers a booking fee above the rental price, Defendant intentionally sold misbranded products.

97. Plaintiffs has provided Defendant with notice of its violations of the CLRA pursuant to California Civil Code § 1782(a) in a letter dated October 19, 2016.

98. Plaintiffs seek an order enjoining the acts and practices described above, and awarding attorneys' fees and costs. Plaintiffs will amend this Complaint to seek damages under the CLRA if no response and remedy is had with respect to Plaintiffs' CLRA within 30 days of the date of mailing.

FOURTH CAUSE OF ACTION
Violations of the Michigan Consumer Protection Act
MICH. COMP. LAWS §§ 445.901, *et seq.* ("MCPA")
(on Behalf of Plaintiff Kirkpatrick and the Michigan Class)

99. Plaintiffs repeat and reallege the allegations contained above as if fully set forth herein.

100. Plaintiff Kirkpatrick brings this claim on behalf of himself and the Michigan Class.

101. The MCPA is designed to provide a remedy for consumers who are injured by deceptive business practices. The MCPA expressly allows for class actions on behalf of consumers who have suffered a loss as a result of a violation of the act. *See* MICH. COMP. LAWS § 445.911(3).

102. Plaintiff, Class members, and Defendants fall within the definition of "person" under the MCPA.

103. As discussed herein, by selling subscription services to rental property owners with undisclosed and not-agreed-to fees to renters, Defendant engaged in conduct that constitutes unfair, unconscionable, and deceptive acts because Defendant:

- a. Caused a probability of confusion or misunderstanding as to the source, sponsorship, approval, or certification of services;
- b. Represented that the subscriptions for rental listings had benefits or characteristics, or uses that they do not have;

- c. Failed to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer;
- d. Made representations of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is; and
- e. Failed to reveal facts which are material to the transaction in light of the representations of fact made in a positive manner.

104. Specifically, as discussed herein, Defendant knowingly made (or should have known it was making) misrepresentations about its subscriptions by stating, *inter alia*, the following: “Unlike many other vacation rental booking sites, travelers can book vacation rentals without paying any fees to us”; “VRBO has no booking fees and is free for travelers”; and “No upfront fees or travelers fees.”

105. Defendant concealed, omitted, and failed to disclose that it would charge fees to renters or travelers, despite affirmatively representing to Plaintiffs and the Class that it would *never* do so.

106. As shown through their purchase of annual rental listing subscriptions on VRBO.com and Defendant’s other sites, Plaintiff and the Class reasonably relied upon Defendant’s misrepresentations and omissions of material facts.

107. Because of Defendant’s violations of the MCPA, Plaintiff and Class members suffered actual damages, including, but not limited to, devaluation of their subscriptions (*i.e.* overpayment for subscriptions) loss of rental income, punitive damages, reasonable attorneys’ fees, costs, and any other compensatory or consequential damages allowed by law.

FIFTH CAUSE OF ACTION
Violations of the Pennsylvania Unfair Trade Practices and

**Consumer Protection Law, 73 Pa. C.S.A §§ 201-1, *et seq.* (“UTPCPL”)
(on Behalf of Plaintiff Coll and the Pennsylvania Class)**

108. Plaintiffs repeat, reallege, and incorporate by reference each of the foregoing factual allegations as though fully set forth herein.

109. Plaintiff Coll brings this claim on behalf of himself and the Pennsylvania Class.

110. The UTPCPL makes unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

111. The UTPCPL provides a private right of action for any person who “suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful by” the act. 73 Pa. C.S.A. § 201-9.2(a).

112. The UTPCPL applies to the claims of Plaintiff and the Pennsylvania Class because the conduct by Defendant alleged herein which constitutes violation of the UTPCPL by Defendants occurred in substantial part within the Commonwealth of Pennsylvania.

113. Plaintiff Coll and the Pennsylvania Class are rental property owners who paid for a subscription for Defendant’s services and the opportunity to rent their home to travelers on Defendant’s website. Defendant’s services are primarily for personal, family or household purposes within the meaning of 73 Pa. C.S.A. § 201-9.2.

114. Defendant used and employed unfair or deceptive acts or practices within the meaning of 73 Pa. C.S.A. §§ 201-2 and 201-3 by imposing a service fee on prospective renters without notifying rental property owners or disclosing this fee ahead of time, and by advertising that renters would not be charged a service fee in order to induce Plaintiff and Class members into buying or renewing Defendant’s subscriptions.

115. Plaintiff Coll and Class Members relied upon Defendant's advertisements and representations that there would be no fee to renters when they decided to purchase or renew subscriptions through Defendant's websites.

116. As a direct and proximate result of Defendant's violations of the UTPCPL, Plaintiffs have suffered an ascertainable loss of money and will continue to suffer a loss of money and are therefore entitled to relief, including trebled damages, costs and attorneys' fees under Section 201-9.2 of the UTPCPL.

SIXTH CAUSE OF ACTION
Violations of the Vermont Consumer Protection Act
VT. STAT. ANN. TIT. 9, §§ 2251, *et seq.* ("VCPA")
(on Behalf of Plaintiff O'Keefe and the Vermont Class)

117. Plaintiffs repeat and reallege the allegations contained above as if fully set forth herein.

118. Plaintiff O'Keefe brings this claim on behalf of himself and the Vermont Class.

119. The VCPA is intended to prevent "unfair methods of competition, unfair or deceptive acts or practices, . . . in order to protect the public . . ." VT. STAT. ANN. TIT. 9 § 2451.

120. Under the VCPA, "consumer" is defined to include Plaintiff O'Keefe and Vermont Class members, all of whom contracted for services with Defendant. *See id.* § 2451a(a).

121. Under the VCPA, "services" includes "services of any kind" and therefore encompasses Defendant's rental property listing subscription services. *Id.* § 2451a(b).

122. Defendant is a "seller" as defined under the VCPA. *See id.* § 2451a(c).

123. The VCPA is broadly drafted and provides simply that "[u]nfair methods of competition in commerce and unfair or deceptive acts or practices in commerce are hereby declared unlawful." *Id.* § 2453.

124. Defendant's conduct alleged herein with respect to charging renters service fees violates the VCPA because these fees were not disclosed to Plaintiff and the Class prior to their purchase or renewal of subscriptions with Defendant.

125. As a direct and proximate result of Defendant's deceptive and unfair trade practices, Plaintiff and Vermont Class members suffered injury and/or damages.

126. Plaintiff O'Keefe and Washington Class members seek relief under VT. STAT. ANN. TIT. 9, § 2461(b), including, but not limited to, actual damages, treble damages, and attorneys' fees and costs.

127. Plaintiff also seeks injunctive relief and any other compensatory or consequential damages allowed by law.

SEVENTH CAUSE OF ACTION
Breach of Contract
(on Behalf of All Plaintiffs for All Classes)

128. Plaintiffs repeat, reallege, and incorporate by reference each of the foregoing allegations as though fully set forth herein.

129. As set forth herein, Plaintiffs and Defendant entered into contracts.

130. Plaintiffs have fully performed all material covenants, conditions and obligations that they were required to perform by reason of the contract, except to the extent waived, excused or made impossible by Defendant's breaches of the contract.

131. Section 21 of Plaintiffs' contracts provide:

"For subscription listings, the rates in effect at the time of the member's next subscription renewal, new listing or a member's upgrade or any other additional or new order of any product or service will govern for such renewal or other order."

132. Section 21 further provides that Defendant cannot make any non-clerical or substantive changes to amendments to the contract without the consent of Plaintiffs.

133. As set forth herein, Defendant has materially breached its contracts with Plaintiffs and Class members by (a) unilaterally and without consent instituting new and additional rates and fees that were not in effect at the time Plaintiffs and Class members purchased or renewed their subscriptions; and (b) purporting to unilaterally make substantive, non-clerical changes to the contract.

134. As a direct and proximate result of Defendant's breaches of contract, Plaintiffs have suffered, and will continue to suffer in the future, damages in an amount to be proven at trial, plus interest allowable under applicable law.

EIGHTH CAUSE OF ACTION
Breach of Duty of Good Faith and Fair Dealing
(on Behalf of All Plaintiffs for All Classes)

135. Plaintiffs repeat, reallege and incorporate by reference each of the foregoing allegations as though fully set forth herein.

136. A special relationship exists between Plaintiffs and Defendant due to the element of trust necessary to accomplish the undertaking, as well as the imbalance of bargaining power between Plaintiffs and Defendant.

137. An element of trust is necessary because Plaintiffs and Class members rely upon Defendant to facilitate travelers' rentals of owners' vacation properties, including notification of the rental, accurately communicating the traveler's name and contact information, accurately communicating and facilitating the traveler's payment, and transferring the traveler's payments to owners. Further, after a booking, Plaintiffs and Class members must trust Defendant to convey accurate and truthful information on their behalf to the traveler.

138. An element of trust is necessary because Plaintiffs and Class members rely upon and trust that Defendant's websites, including listings and search results, accurately present listings on behalf of Plaintiffs and the Class members, and to further present the listings as

ranked pursuant to the subscription levels and/or bundles purchased by Plaintiff and members of the Class.

139. An imbalance of bargaining power exists between Plaintiffs and Class members, on the one hand and Defendant - the owner and operator of the world's largest online vacation rental marketplace – on the other hand. Defendant's websites list more than one million vacation rental properties, substantially more than competitors. Defendant's websites attract nearly one billion website visits per year, substantially more than competitors. As a result, Plaintiffs and Class members have no reasonable alternative, and inequitable bargaining power exists between the parties, forcing Plaintiffs and Class members to accept the terms and conditions offered to them by Defendant.

140. An imbalance of bargaining power is further evidenced by Defendant's exclusive control over payments received from travelers when renting vacation rental properties owned by Plaintiffs and members of the Class. As a result, Plaintiffs and members of the Class are forced to rely on Defendant to forward those payments in full, without unreasonable delay, and without additional fees or other charges.

141. A duty of good faith and fair dealing is implied in every contract, and runs from Defendant to Plaintiffs and the Class, imposing upon Defendant an obligation to cooperate with Plaintiffs and Class members to enable performance and achievement of the expected benefits of the contract.

142. The duty of good faith and fair dealing prohibits Defendant from engaging in any activity or conduct which would prevent Plaintiffs and Class members from receiving expected benefits of the contract, or conduct that evades the spirit of the transaction.

143. Plaintiffs have fully performed all covenants, conditions and obligations required by them to be performed by reason of the contract, except to the extent waived, excused or made impossible by Defendant's breaches of the contract.

144. Defendant breached its duty of good faith and fair dealing owed to Plaintiffs and Class members by materially changing its rate and fee structure during the term of the contract, specifically by imposing additional fees on travelers, labeled as "service fees." This conduct denies Plaintiffs and Class members the benefits expected from the contracts, namely, the ability to rent vacation properties to the largest number of qualified travelers reasonably possible.

145. This is so because Defendant's unilateral imposition of not-agreed-to renters service fees scares away, discourages, and in some instances economically prevents renters from booking stays at Plaintiffs' and Class members' properties that those renters would have otherwise booked or been able to book had the renter service fees not been assessed.

146. As a direct and proximate result of Defendant's breaches of its duty of good faith and fair dealing, Plaintiffs and Class members have been damaged in an amount to be proven at trial.

NINTH CAUSE OF ACTION
Fraud/Fraudulent Concealment
(on Behalf of All Plaintiffs for All Classes)

147. Plaintiffs repeat, reallege, and incorporate by reference each of the foregoing allegations as though fully set forth herein.

148. Prior to Plaintiffs' initial purchase or renewal of Defendant's subscriptions, Defendant consistently represented that booking through its websites was and would remain free to travelers and/or did not conspicuously disclose to Plaintiffs and members of the Class that Defendant was adjusting its marketplace model. Defendant knew Plaintiffs and Class

members relied upon these material representations, and Defendant made these material representations to induce Plaintiffs and members of the Class to act, *i.e.*, to pay for a subscription or renewed subscription.

149. Those representations were material to Plaintiffs, such that, had Plaintiffs known that the representations were false, Plaintiffs would not have bought or renewed their subscriptions, or would have purchased the subscriptions at a lesser price. But Plaintiffs did not know the true facts, and relied upon the material representations made by Defendant.

150. Defendant concealed and failed to disclose to Plaintiffs and Class members that, despite its affirmative representations that it would not charge renters a service fee, it was going to do so.

151. As a result of Defendant's fraudulent representations and omissions, Plaintiffs and members of the Class were induced into the purchase of goods and/or services that they otherwise would not have purchased, or would have paid less, and have suffered injury, harm and damages as described herein.

TENTH CAUSE OF ACTION
Unjust Enrichment
(on Behalf of Plaintiffs Kirkpatrick, Coll, and
O'Keefe, Individually and on Behalf of
The Classes for Their Respective States)

152. Plaintiffs repeat, reallege and incorporate by reference each of the foregoing allegations as though fully set forth herein.

153. As the intended and expected result of its conscious wrongdoing, Defendant has profited and benefited from the purchase of rental property listing subscriptions by Plaintiffs and the Class.

154. Defendant has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of Defendant's misconduct alleged herein,

Plaintiffs and the Class were not receiving services of the quality, nature, fitness, or value that had been represented by Defendant, and that a reasonable consumer would expect.

155. Defendant has been unjustly enriched by its fraudulent and deceptive conduct and withholding of benefits to Plaintiffs and the Class, at the expense of these parties.

156. Equity and good conscience militate against permitting Defendant to retain these profits and benefits.

ELEVENTH CAUSE OF ACTION
Violations of the Texas Deceptive Trade Practices Act
(By all Plaintiffs on Behalf of the Nationwide Class)

157. Plaintiffs repeat, reallege and incorporate by reference each of the foregoing allegations as though fully set forth herein. This claim is plead in the alternative to the preceding claims asserted on behalf of individual state-wide classes. Plaintiffs only seek to assert Texas claims on behalf of the Nationwide class to the extent that the Court determines that the laws of the Plaintiffs' respective home states do not apply.

158. Plaintiffs and Defendant are each "persons" as defined by Tex. Bus. & Com. Code § 17.45(3). The Defendant's rental property listing subscriptions are goods and/or services under Tex. Bus. & Com. Code § 17.45(1). Plaintiffs and members of the Class are "consumers" as defined in Tex. Bus. & Com. Code § 17.45(4). Defendant has at all relevant times engaged in "trade" and "commerce" as defined in Tex. Bus. & Com. Code § 17.45(6), by advertising, offering for sale, and selling the subscriptions in Texas, directly or indirectly affecting Texas citizens through that trade and commerce.

159. The allegations set forth herein constitute false, misleading, or deceptive trade acts or practices in violation of Texas's Deceptive Trade Practices-Consumer Protection Act ("DTPA"), Tex. Bus. & Com. Code §§ 17.41, *et seq.*

160. By failing to disclose that it would charge fees to renters or travelers, despite affirmative representations to Plaintiffs and the Class, Defendant engaged in deceptive business practices prohibited by the DTPA, including engaging in acts or practices which are unfair, misleading, false, or deceptive to the consumer.

161. As alleged above, Defendant made numerous material statements about the benefits and characteristics of the subscriptions that were either false or misleading. Each of these statements contributed to the deceptive context of Defendant's unlawful advertising and representations as a whole.

162. Defendant owed Plaintiffs and the other class members a duty to disclose that it intended to charge substantial fees to renters and travelers using Defendant's websites to book short-term rentals, because Defendant:

- a. Made incomplete representations about the characteristics and performance of the subscriptions generally, while purposefully withholding material facts from Plaintiffs that contradicted these representations.
- b. Advertised goods and/or services with the intent not to sell them as advertised by representing that it would not charge renters or travelers additional fees, when in fact, Defendant knew it would impose additional fees and label those fees, "service fees".
- c. Represented that the agreement with Plaintiffs and other members of the Class would confer or involve rights, remedies and obligations when in fact it did not, by falsely representing that subscriptions were based on the marketplace model in which travelers and renters would not incur additional fees owed to Defendant.

163. Prior to Plaintiffs' initial purchase or renewal of Defendant's subscriptions, Defendant consistently represented that booking through its websites was and would remain free to travelers and/or did not conspicuously disclose to Plaintiffs and members of the Class that Defendant was adjusting its marketplace model.

164. To their detriment, Plaintiff and members of the Class relied upon Defendant's material representations that it would not charge additional fees to travelers, and/or relied on the absence of disclosure by Defendant that it would unilaterally change its marketplace model and rate structure to impose a substantial fee upon travelers for renting vacation rental properties through Defendant's websites, and Defendant made these material representations to induce Plaintiffs and members of the Class to act, *i.e.* to pay for a year-long subscription.

165. Defendant's intentional concealment of and failure to disclose to Plaintiffs and the other Class members that it would charge fees to renters or travelers constitutes an "unconscionable action or course of action" under Tex. Bus. & Com. Code § 17.45(5) because, to the detriment of Plaintiffs and the other Class members, that conduct took advantage of their lack of knowledge, ability, and experience to a grossly unfair degree. That "unconscionable action or course of action" was a producing cause of the economic damages sustained by Plaintiffs and the other Class members.

166. As a result of Defendant's unlawful acts in violation of the DTPA detailed above, Plaintiffs and the Class sustained damages and are, therefore, entitled to damages and other relief as provided under the DTPA.

167. Plaintiffs and the other Class members should be awarded treble damages as punitive damages under the DTPA. Awarding treble damages in this case is necessary to encourage private enforcement of Texas's consumer protection laws. Pursuant to § 17.50(d),

Plaintiffs and the Class also requests attorneys' fees, and any other relief the Court deems proper, as permitted by the DTPA.

TWELFTH CAUSE OF ACTION
Breach of Contract
(By all Plaintiffs on Behalf of the Nationwide Class)

168. Plaintiffs repeat, reallege and incorporate by reference each of the foregoing allegations as though fully set forth herein. This claim is plead in the alternative to the preceding claims asserted on behalf of individual state-wide classes. Plaintiffs only seek to assert Texas claims on behalf of the Nationwide class to the extent that the Court determines that the laws of the Plaintiffs' respective home states do not apply.

169. As set forth herein, Plaintiffs and other Class members entered into contracts with Defendant.

170. Plaintiffs and the Class have fully performed all material covenants, conditions and obligations that they were required to perform by reason of the contract, except to the extent waived, excused or made impossible by Defendant's breaches of the contract.

171. Section 21 of Plaintiffs' contracts provides:

"For subscription listings, the rates in effect at the time of the member's next subscription renewal, new listing or a member's upgrade or any other additional or new order of any product or service will govern for such renewal or other order."

172. Section 21 further provides that Defendant cannot make any non-clerical or substantive changes to amendments to the contract without the consent of Plaintiffs.

173. As set forth herein, Defendant has materially breached its contracts with Plaintiffs and Class members by (a) unilaterally and without consent instituting new and additional rates and fees that were not in effect at the time Plaintiffs and Class members

purchased or renewed their subscriptions; and (b) purporting to unilaterally make substantive, non-clerical changes to the contract.

174. As a direct and proximate result of Defendant's breaches of contract, Plaintiffs and the Class have suffered, and will continue to suffer in the future, damages in an amount to be proven at trial, plus interest allowable under applicable law.

175. Plaintiffs and the Class are entitled to an award of attorneys' fees pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs individually and on behalf of all others similarly situated, pray for relief and judgment against Defendant, as follows:

- A. For an order certifying the proposed class, appointing Plaintiffs and their counsel to represent the proposed class and notice to the proposed class to be paid by Defendant;
- B. For damages suffered by Plaintiffs and the proposed class;
- C. For restitution to Plaintiffs and the proposed class of all monies wrongfully obtained by Defendant;
- D. For injunctive relief requiring Defendant to cease and desist from engaging in the unlawful, unfair and/or deceptive practices alleged in the Complaint;
- E. An order awarding declaratory relief, retrospective and prospective injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein, and injunctive relief to remedy Defendant's past conduct;
- F. For Plaintiffs' reasonable attorneys' fees, as permitted by law;
- G. For Plaintiff's costs incurred;
- H. For pre-judgment and post-judgment interest at the maximum allowable rate on any amounts awarded; and

I. For such other and further relief that this Court deems just and proper under equity or law, including the award of punitive damages.

JURY DEMAND

Plaintiffs demand a trial by jury on all counts so triable.

Dated: October 28, 2016

Respectfully submitted,

By: /s/ Ketan U. Kharod
Michael Singley (TX ID No. 00794642)
THE SINGLEY LAW FIRM, PLLC
4131 Spicewood Springs Rd., Ste. O-3
Austin, TX 78759
512-334-4302
512-727-3365 (Fax)
mike@singleylawfirm.com
www.singleylawfirm.com

Ketan U. Kharod (TX ID No. 24027105)
KHAROD LAW FIRM, P.C.
P.O. Box 151677
Austin, TX 78715-1677
512-293-1556
512-852-4506 (Fax)
ketan@kharodlawfirm.com

Benjamin F. Johns (PA ID No. 201373)
Andrew W. Ferich (PA ID No. 313696)
Stephanie E. Saunders (PA ID No. 320481)
CHIMICLES & TIKELLIS LLP
361 W. Lancaster Avenue
Haverford, PA 19041
610-642-8500
610-649-3633 (Fax)
bfj@chimicles.com
awf@chimicles.com
ses@chimicles.com

Jasper D. Ward IV
JONES WARD PLC
Marion E. Taylor Building
312 S. Fourth Street, 6th Floor
Louisville, Kentucky 40202

502-882-6000
502-587-2007 (Fax)
jasper@jonesward.com

Robert Adhoot
Theodore W. Maya
Bradley K. King
ADHOOT & WOLFSON, PC
1016 Palm Ave.
West Hollywood, California 90069
310-474-9111
310-474-8585 (Fax)
rahdoot@ahdootwolfson.com
tmaya@ahdootwolfson.com
bking@ahdootwolfson.com

Counsel for Plaintiffs and the Putative Class

CERTIFICATE OF SERVICE

I, Ketan U. Kharod, hereby certify that on this 28th day of October, I filed a true and correct copy of the above document with the Clerk of the Court in accordance with the Court's Rules on Electronic Service, which caused notification of filing to be sent to all counsel of record.

/s/ Ketan U. Kharod

EXHIBIT A

Search by property number, destination, or keyword



Check-in

Check-out

Search

Terms and Conditions

Last updated: December 17, 2014

By using or accessing HomeAway.com, VRBO.com, GreatRentals.com, VacationRentals.com, CyberRentals.com, HomeAway.com.mx, HomeAway.ca, HomeAway.com.ar, HomeAway.com.co, software.HomeAway.com, InstantSoftware.com, Escapia.com, ClearStay.com, a subdomain of any such websites, any mobile application for such websites or any other website operated by us on which these Terms and Conditions are posted via a link or otherwise (each referred to herein as a "**Site**"), you acknowledge that you agree to and are subject to the following terms and conditions, as well as our **Privacy Policy** (/web/20141225122340/http://www.homeaway.com/info/about-us/legal/privacy-policy.html) (collectively, the "**Terms**"). If you do not fully agree to these Terms, Privacy Policy and any other terms and conditions posted or linked to any Site, you are not authorized to access or otherwise use the Site. Under these Terms, "**use**" or "**access**" of the Site specifically includes any direct or indirect access or use of the Site or any cached version of the Site and any direct or indirect access or use of any information or content on the Site, regardless of how obtained and the term "**Site**" includes, without limitation, any cached version thereof.

Each Site is operated by HomeAway.com, Inc. (a subsidiary of HomeAway, Inc.) or a subsidiary of HomeAway, Inc., as explained further under "General – HomeAway Corporate Entities" below. Unless otherwise specified, the entity controlling the Site you are accessing is referred to herein as "**HomeAway**," "**we**," "**us**" or "**our**".

You should read through all the Terms carefully. The Terms constitute a legally binding agreement between you and HomeAway. You are not authorized to use this Site unless you are at least 18 and able to enter into legally binding contracts. We do not knowingly collect the information of anyone under the age of 18.

If you arrived on the Site after having been re-directed or otherwise clicking on another website, you agree that these Terms shall govern your use of this Site.

1. The Site is a Venue and We are Not a Party to any Rental Agreement or other Transaction Between Users of the Site.

We urge all users to be responsible about their use of this Site and any transaction entered into as a result of either listing a property or renting a property. We do not own or manage, nor can we contract for, any vacation rental property listed on a Site. HomeAway.com and other Sites act as a venue to allow homeowners and property managers who advertise on the Site (each, a "**member**") to offer for rent in a variety of pricing formats, a specific vacation or short term rental property to potential renters (each, a "**traveler**" and, collectively with a member, the "**users**"). rent (also referred to as **users**" herein). "Members" may also include property owners or managers who originally advertised their properties on another website and their listings have been redistributed on the Site. We also may offer online booking or other tools or services to allow users to communicate with each other and enter into rental agreements or other transactions.

We are not a party to any rental or other agreement between users. This is true even if the Site allows you to book a rental or provides other ancillary products or services, as the Site may facilitate booking a rental or other tools, services or products, but we are not a party to any rental or other agreement between users.

As a result, any part of an actual or potential transaction between a traveler and a member, including the quality, condition, safety or legality of the properties advertised, the truth or accuracy of the listings (including the content thereof or any review relating to any property), the ability of members to rent a vacation property or the ability of travelers to contract for properties are solely the responsibility of each user. You acknowledge and agree that you may be required to enter into one or more separate agreements, waivers or terms and conditions prior to making a booking or purchasing a product or service and may place additional restrictions on your booking, product or service.

Responsibility for applicable laws, rules and regulations: Users agree that they are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any tool, service or product offered on the Site and any transaction they enter into on the Site or in connection with their use of the Site.

Members further agree that they are responsible for and agree to abide by all laws, rules and regulations applicable to the listing of their rental property and the conduct of their rental business, including but not limited to any and all laws, rules, regulations or other requirements relating to taxes, credit cards, data and privacy, taxes, permits or license requirements, zoning ordinances, safety compliance and compliance with all anti-discrimination and fair housing laws, as applicable. Please be aware that, even though we are not a party to any rental transaction and assume no liability for legal or regulatory compliance pertaining to rental properties listed on the Site, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to your listing in order to comply with governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with or disregard such obligation in our sole discretion. Members who accept credit card, banking or other payment information from travelers agree to properly handle and safeguard all such information in accordance with applicable legal and regulatory requirements and best practices.

Travel Advisories: Although most travel is completed without a serious incident, travel to some destinations may involve more risk than others. We urge travelers to research the location they wish to visit and to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking. Information may be found at www.state.gov (/web/20141225122340/http://www.state.gov/), www.tsa.gov (/web/20141225122340/http://www.tsa.gov/), www.dot.gov (/web/20141225122340/http://www.dot.gov/), www.faa.gov (/web/20141225122340/http://www.faa.gov/), www.cdc.gov (/web/20141225122340/http://www.cdc.gov/), www.treas.gov/ofac (/web/20141225122340/http://www.treas.gov/ofac) and www.customs.gov (/web/20141225122340/http://www.customs.gov/).

Warnings of Suspicious Activity: While we do take certain measures with a goal to assist users to avoid potentially fraudulent or other illegal activity of which we become aware, we assume no liability or obligation to take any such measures or actions. When we provide

warnings or messages to users about any such activity, we do not warrant that such messages are accurate or that such messages will reach any or all users they should have reached in a timely manner or at all or that such messages or measures will prevent any harm or otherwise have any impact.

2. Limited License to Use the Site.

Users are granted a limited, revocable, non-exclusive license to access the Site and the content and services provided on the Site solely for the purpose of advertising a vacation or short term rental property, searching for a property, purchasing or researching (for the purpose of inquiring about purchasing) any of the products or services offered on any Site, participating in an interactive area hosted on any Site or for any other purpose clearly stated on a Site, all in accordance with the Terms. Any use of the Site that is not for one of these purposes or otherwise in accordance with the Terms or as otherwise authorized by us in writing is expressly prohibited.

3. Unauthorized Uses of the Site.

The license to use the Site only extends to the uses expressly described herein. The license to use the site granted to users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engines" do not include a website or search engine or other service that provides classified listings or property rental advertisements, or any subset of the same or which is in the business of providing vacation property rental services or other services that compete with us.

Unauthorized uses of the Site also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously specifically agreed to by us:

- Any commercial use (other than by members with a fully paid up subscription in good standing (a "**valid subscription**") or by members pursuant to a valid license to software offered on a Site (a "**valid license**") of the Site or any content on the Site;
- Any use of the Site or the tools and services on the Site for the purpose of booking or soliciting a rental for a property other than a property listed under a valid subscription;
- Copy, reproduce, upload, post, display, republish, distribute, or transmit any part of the content in any form whatsoever;
- Reproduce any portion of the Site on your website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;
- Deep-link to any portion of the Site without our express written permission;
- Modify, translate into any language or computer language, or create derivative works from, any content or any part of the Site;
- Reverse engineer any part of the Site;
- Sell, offer for sale, transfer, or license any portion of the Site in any form to any third parties;
- Use any robot, spider, scraper, other automatic device, or manual process to monitor, copy, or keep a database copy of the content or any portion of the Site;
- Use the Site and its inquiry functionality other than to advertise and/or research vacation rentals, to make legitimate inquiries to our members or any other use expressly authorized on the Site;
- Use the Site or post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
- Use or access the Site in any way that, in our sole discretion, adversely affects or could adversely affect the performance or function of the Site or any other system used by us or the Site.

If you are aware of or experience any content, activity or communication through or in connection with the Site that appears to be in violation of the above restrictions, or in violation of any other provision of these Terms, we ask that you please inform us of any such violation by contacting us as set forth under "Contact Us" below.

4. Proprietary Rights and Downloading of Information from the Site.

The Site and all content and information on the Site are protected by copyright as a collective work and/or compilation, pursuant to applicable U.S. and international copyright laws and conventions and database rights. You agree to abide by any and all copyright notices, information, or restrictions contained in or relating to any content on the Site. Copying, storing or otherwise accessing the Site or any content on the Site for other than for your personal, noncommercial use (other than in accordance with a valid subscription) is expressly prohibited without prior written permission from us.

As part of the rental inquiry process, for your own personal, noncommercial use and not for further distribution, you may download, display, and/or print one copy of any portion of the Site. You may not modify the same, and you must reproduce our copyright notice in the form displayed on the relevant portion(s) of the Site that you desire to download, display or print.

5. Your E-mail Address and Data; Our Privacy Policy; Data Transmittal.

When you provide your e-mail address, name or other information to us in connection with your use or access to the Site, any service or tool provided on the Site or otherwise, you agree to allow the Site and its affiliated websites to add your e-mail address, name or other information provided to our database of users. You may receive one or more promotional e-mails from either the Site or a website of one of HomeAway's affiliates. You are welcome to opt not to receive such promotional e-mails from the Site or such affiliates' websites at any time. Please review our Privacy Policy ([/web/20141225122340/http://www.homeaway.com/info/about-us/company-info/legal/privacy-policy](http://www.homeaway.com/info/about-us/company-info/legal/privacy-policy)) for more information regarding our email and other data collection practices and safeguards, and how to opt not to receive such emails. Your use of the Site signifies your acknowledgment of, and agreement, with our Privacy Policy.

Each user acknowledges and agrees that, regardless of such user's physical location, we may store and process any data transmitted to the

Site from such user at locations both within and outside of the United States.

In the event that you use any of our tools that we may from time to time offer that integrate in any way with a third party website to which you have provided data or information, you acknowledge and agree that such third party website shall be responsible for how the data or information you have provided to such website is handled.

6. Identity Verification.

User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of each user's purported identity. We encourage you to communicate directly with a traveler or member through the tools available on the Site, though even this does not assure you of the identity of the person with which you are communicating. We further encourage you to take other reasonable measures to assure yourself of the other person's identity and, for travelers, of the property and relevant details of your booking or proposed booking.

You agree to (i) keep your password and online ID for both your account with us and your email account secure and strictly confidential, providing it only to authorized users of your accounts, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new online ID and password if you believe your password for either your account with us or your email account may have become known to an unauthorized person, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. Further, if we suspect any unauthorized access to your account, upon our request, you agree to promptly change your ID and password and take any other related action as we may reasonably request.

We discourage you from giving anyone access to your online ID and password for your account with us and your email account. However, if you do give someone your online ID and online password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account with us or your email account, even those transactions that are fraudulent or that you did not intend or want performed.

EACH USER ACKNOWLEDGES AND AGREES THAT: (1) NEITHER HOMEAWAY NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S ID OR PASSWORD; AND (2) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD FOR YOUR HOMEAWAY ACCOUNT OR YOUR EMAIL ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH HOMEAWAY AND OTHER USERS. Further, we may, without notice to you, suspend or cancel your listing at any time even without receiving notice from you if we suspect, in our sole discretion, that your account with us or your email account is being used in an unauthorized or fraudulent manner.

7. Limitations on Communications and Use of Other Users' Information; No Spam.

You agree that, with respect to other users' personal information that you obtain directly or indirectly from or through the Site or through any Site-related communication, transaction or software, we have granted to you a license to use such information only for: (a) Site-related communications that are not unsolicited commercial messages, (b) using services offered through the Site, and (c) inquiring about or otherwise facilitating a financial transaction between you and the other user related to the purpose of the Site (such as inquiring about or booking an online booking or charging a personal credit card). Any other purpose will require express permission from the user. You may not use any such information for any unlawful purpose or with any unlawful intent.

In all cases, you must give users an opportunity to remove their information from your address book or database or other records and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this provision, may you disclose personal information about another user to any third party without both our consent and the consent of the other user. You agree that other users may use your personal information to communicate with you in accordance with this provision. Further, you agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss, or unauthorized transfer of such information.

We do not tolerate spam or unsolicited commercial electronic communications of any kind. Therefore, without limiting the foregoing, you are not licensed to add a Site user, even a user who has rented a vacation property from you or to you, to your mailing list (email or physical mail) without the user's express consent. You may not use any tool or service on the Site to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate these Terms. You are responsible for all content you provide to the Site or through any tool or service provided on the Site.

8. Responsibility for Property Listings, Reviews and Other User contributed Content; Participation in Interactive Forums.

We have no duty to pre-screen content posted on the Site by members, travelers or other users, whether directly contributed by the user or contributed by us or a third party on behalf of the user (including, without limitation, property listings, reviews of a rental property, participation in an interactive community, forum or blog (each an "**Interactive Forum**") or any other content provided by a user to the Site), (collectively, "**user contributed content**"). We are not responsible for user contributed content. "**User contributed content**" also includes information that a user or any other person provided to a third party website or mobile application which is then provided to our Site by a tool we offer or any other exchange of user contributed content we have authorized.

We reserve the right to decline to permit the posting on the Site of or to remove from the Site any user contributed content that fails to meet our Content Guidelines ([/web/20141225122340/http://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines](http://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines)), any other guidelines posted on a Site or if it otherwise violates these Terms, each as determined in our discretion. We may also remove user contributed content if it is brought to our attention, such as by notice given to us by a user or any third party that any part of these Terms, or any other requirements governing the posting of such content, has/have been apparently breached in respect of such content, as determined in our consent. Finally, we reserve the right, but do not assume the obligation, to edit a member's content or user contributed content in a non-substantive manner solely to cause the content to comply with our content guidelines or formatting requirements or to provide services to members to create or improve on listings (such as translation services), in accordance with information we have about the property listed. Users remain responsible for reviewing their user-contributed content to ensure it is accurate and not misleading.

At a minimum, user contributed content must (as determined by us in our discretion):

- not infringe anyone's rights, violate the law or otherwise be inappropriate;
- not include personal information of another that can be used to identify or contact any person;
- not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations;

- be directly related to the Site, business service, product or forum where the content is submitted;
- not be obscene, abusive, discriminatory or illegal content; or
- not be false or misleading.

Property Listings: All property listings on the Site are the sole responsibility of the member (who may be the owner or a property manager or duly authorized property manager or agent of the owner) and we specifically disclaim any and all liability arising from the alleged accuracy of the listings, reviews, or any alleged breaches of contract on a user's part. Members are solely responsible for keeping their property information up-to-date on the Site, including, but not limited to any and all representations about any property, its amenities, location, price, and its availability for a specific date or range of dates. We do not represent or warrant that any of the copy, content, property reviews, guest book entries, property location, suitability, pricing or availability information published on the Site is accurate or up-to-date even in the case where prospective travelers have searched for specific special offers, dates, or types of properties. We may from time to time provide or facilitate services to Members to create or improve the quality of their property listings. We also may from time to time create new or otherwise change the location or geographic descriptions we use to identify properties in their listings and search results. Consequently, we may change the location or geographic description associated with any property listing at any time without notice. However, we assume no responsibility to verify property listing content or the accuracy of the location. Members are solely responsible for ensuring the accuracy of location, geographic and other content and location or geographic descriptions and agree to promptly correct (or contact us to correct) any inaccuracy and travelers are solely responsible for verifying the accuracy of such content and descriptions.

Responsibility for All Other User Contributed Content: All other user contributed content is the sole responsibility of the user who contributed such content, whether such user contributed the content directly or through a third party website. Users are solely responsible for their user contributed content and we specifically disclaim all liability for user contributed content.

The user represents and warrants that the user owns or otherwise controls and have all legal rights to the user's submission and the name or other identifier used in connection with such submission including, but not limited to, all the rights necessary to provide, post, upload, input or submit the user contributed content. We reserve the right to request a proof of ownership or permission, and to refuse to post user generated content without such proof or if such proof is, in our sole discretion, insufficient.

License and Rights Granted to Us: By submitting or authorizing user contributed content, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any of your user contributed content, in connection with our business or the business of our affiliates. Notwithstanding the foregoing, following the termination or expiration of a property listing subscription, we will not continue to display the user contributed content that was displayed in such listing.

You further grant us and our affiliates the ability to copyright and protect the user contributed content, including the images, copy, and content available via any member's listing, from the unauthorized use by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. This includes, but is not limited to, the right to file suit to seek injunctive relief to protect such material. You further agree to assist us—at our expense and control—to protect such copyrighted material from unauthorized redistribution.

You agree that we may sublicense all the rights granted to us under these Terms to one or more third parties we may contract with to display all or part of the member's property listing or otherwise provide promotional or other services related to our business.

Further, each member agrees that we may reproduce in whole or in part any photographic material supplied by such member in the promotion of either such member's property or the promotion of the Site.

In the event that it is determined that you retain any rights of attribution, integrity or any other moral rights in any user contributed content, you hereby declare that you do not require that any personally identifying information be used in connection with the user contributed content or any derivative works thereof and that you have no objection to the publication, use, modification, deletion or exploitation of the user contributed content by us or our affiliates.

Privacy Policy: We adhere to strong principles of privacy. You agree that we may access and use your user contributed content in accordance with these Terms or our Privacy Policy ([/web/20141225122340/http://www.homeaway.com/info/about-us/company-info/legal/privacy-policy](http://www.homeaway.com/info/about-us/company-info/legal/privacy-policy)) and we agree that we will only disclose your user contributed content in accordance with these Terms and our Privacy Policy.

9. Social Media or Third Party Websites.

If the Site offers a tool or service which allows us to access or use any profile or other information about you that you have provided to Facebook or another third party website (each a "**Social Media Site**") and you decide to use such a tool or service, you acknowledge and agree that:

- The information or content that are a part of your Social Media Site profile, which you have designated as "public" (or a similar designation) (with such information or content and referred to herein as "**Social Media Content**") may be accessed and used by us in connection with the Site;
- The Social Media Content will be considered "user generated content" under these Terms and both you and we shall have the same rights and responsibilities as you and we have with respect to user generated content under these Terms;
- In the event that the Social Media Content was for any reason misclassified with a public or similar designation or is otherwise inaccurate or to which you do not agree with for any reason, you agree to work with the Social Media Site to make any changes or resolve any disputes and acknowledge that we will not be able to provide you with recourse; and
- The operation of your profile and account with and on the Social Media Site shall continue to be governed by the terms and conditions and privacy policy of such Social Media Site.

10. Translations and Maps.

If any user contributed content created by members or users is translated for display on any Site or any site of any affiliate of HomeAway, we cannot guarantee the accuracy or quality of such translation and the member or user is solely responsible for the review, verification and

accuracy of such translation. Unless we specify otherwise to the user or member, any translation services are offered by us free of charge. Maps provided on the Site that are provided by Google are subject to the Google Maps terms and conditions located at: http://www.google.com/intl/en_us/help/terms_maps.html ([/web/20141225122340/http://www.google.com/intl/en_us/help/terms_maps.html](http://web/20141225122340/http://www.google.com/intl/en_us/help/terms_maps.html)).

11. Notification of Infringement; DMCA Policy.

We respect the intellectual property rights of others, and HomeAway does not permit, condone, or tolerate the posting of any content on the Site that infringes any person's copyright. HomeAway will terminate, in appropriate circumstances, a member or traveler who is the source of repeat infringements of copyright. Should you become aware of or suspect any copyright infringement on this Site, please refer to our procedures for Notification of Copyright Infringement ([/web/20141225122340/http://www.homeaway.com/info/about-us/legal/terms-conditions/dmca](http://web/20141225122340/http://www.homeaway.com/info/about-us/legal/terms-conditions/dmca)).

12. Unsolicited Ideas and Feedback.

Unsolicited Ideas: From time to time, users submit to us ideas or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names. We are under no obligation to review or consider them. If you choose to submit any ideas, original creative artwork, suggestions or other works ("submissions") in any form to us, then regardless of what you say, write or provide to us in connection with your submissions, the following terms shall apply.

The sole purpose of this policy is to avoid potential misunderstandings or disputes in the event that any part of our business, such as our products, websites, technologies or marketing strategies, seem similar to any of your submissions. If you provide any submissions to us, you agree that: (1) your submission and its contents will automatically become the property of HomeAway, without any compensation to you; (2) HomeAway may use or redistribute any such submission and its contents for any purpose and in any way; (3) there is no obligation for HomeAway to review any submission; and (4) there is no obligation to keep any submission confidential.

Feedback on our Business: We welcome your feedback regarding many areas of our business. If you want to send us your feedback, we simply request that you send it to us using the links under "General – Contact Us" below or you can choose from the many other listed areas for your feedback. Please provide only specific feedback on our websites and services. Keep in mind that we assume no obligation to keep any feedback you provide confidential and we reserve the right to use or disclose such information in any manner.

To provide feedback, you can contact us as provided under "Contact Us" below.

13. Software Available on the Site.

The Site is controlled and operated by HomeAway or an affiliate of HomeAway in the United States. Software available on the Site (the "Software") is subject to United States export controls. No Software available on the Site or software available any other site operated by HomeAway or an affiliate of HomeAway in the United States may be downloaded or otherwise exported or re-exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods, or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

All Software is the copyrighted work of HomeAway, an affiliate of HomeAway or an identified third party. Your use of such Software is governed by these Terms and the terms of any additional license agreement that accompanies or is included with such Software. If the Software is not accompanied by an additional license agreement, we hereby grant you a limited, personal, nontransferable license to use the Software for viewing and using this Site in accordance with these Terms and for no other purpose.

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This Site may contain links and pointers to other Internet sites, resources, and sponsors of the Site. Links to and from the Site to other third-party sites, maintained by third parties, do not constitute an endorsement by us of any third parties, the third-party sites or the contents thereof. We may also provide tools to allow interaction between the Site and a third party site, such as a Social Media Site. We are not responsible in any way for such third-party sites or resources and your use of such sites and resources will not be governed by these Terms.

15. Limitation of Liability.

IN NO EVENT WILL HOMEAWAY, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES (COLLECTIVELY, THE "HOMEAWAY GROUP"), OR ANY THIRD PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON ANY SITE OF A MEMBER OF THE HOMEAWAY GROUP (EACH A "THIRD PARTY PROVIDER"), BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SITE, (B) THESE TERMS, (C) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (D) USE OF THE SITE, TOOLS OR SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDER PROVIDES, RELATED TO THE BUSINESS WE OPERATE ON THE SITE, BY YOU OR ANY THIRD PARTY (E) ANY USER CONTRIBUTED CONTENT, (F) INTERACTION BETWEEN OUR SITE AND ANY THIRD PARTY SITE, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA SITE, FACILITATED BY A TOOL OR SERVICE ON OUR SITE AND/OR (G) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVE A COMMISSION OR FEE IN CONNECTION THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, ANY THIRD PARTY PROVIDER OR ANY USER OF THE SITE WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE HOMEAWAY GROUP, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE

FOR ALL CLAIMS.

16. Disclaimers.

THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY SUCH BREACHES. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR USER CONTRIBUTED CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR USER CONTRIBUTED CONTENT TO US AND BY POSTING INFORMATION ON THE SITE, INCLUDING PROPERTY LISTINGS, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THESE TERMS.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD US OR ANY THIRD PARTY PROVIDER RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATION THEREOF, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT A PARTY TO ANY RENTAL TRANSACTION OR OTHER TRANSACTION BETWEEN USERS OF THE SITE. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE (OTHER THAN PURSUANT TO ANY GUARANTEE THAT MAY BE OFFERED ON THE SITE) THE SAFETY OF ANY TRANSACTION, RENTAL PROPERTY OR THE TRUTH OR ACCURACY OF ANY LISTING OR OTHER CONTENT PROVIDED ON THE SITE.

YOU FURTHER ACKNOWLEDGE THAT BY DISPLAYING INFORMATION OR PROPERTY LISTINGS IN PARTICULAR DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH DESTINATIONS IS WITHOUT RISK AND ARE NOT LIABLE FOR DAMAGES WITH RESPECT TO TRAVEL TO ANY DESTINATION.

17. Release; Indemnification.

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION OR USER CONTRIBUTED CONTENT) OR ANY THIRD PARTY PROVIDER OR ANY THIRD PARTY WEBSITE THAT MAY BE LINKED TO OR FROM OR OTHERWISE INTERACT WITH THE SITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE EACH MEMBER OF THE HOMEAWAY GROUP, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD EACH MEMBER OF THE HOMEAWAY GROUP (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT ON THE SITE (INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY OTHER USER OR THIRD PARTY), ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF OR POSTED BY OTHER USERS OF YOUR ACCOUNT TO THE SITE, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.

WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

18. Jurisdiction; Choice of Law and Forum; Time Limit.

THIS SITE IS OPERATED BY US IN THE UNITED STATES AND WE MAKE NO WARRANTY THAT THE MATERIALS AND CONTENT ON THE SITE ARE APPROPRIATE OR AVAILABLE FOR USE OUTSIDE OF THE UNITED STATES. THOSE WHO CHOOSE TO ACCESS THE SITE FROM OUTSIDE THE UNITED STATES DO SO ON THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR LOCAL LAWS, IF AND TO THE EXTENT THAT LOCAL LAWS ARE APPLICABLE.

ANY AND ALL SERVICES AND RIGHTS OF USE HEREUNDER ARE PERFORMED, PERFORMABLE AND/OR SOLD IN THE STATE OF TEXAS, UNITED STATES OF AMERICA, AND YOU IRREVOCABLY AGREE AND CONSENT THAT ANY CAUSE OF ACTION YOU MAY SUBMIT IN CONNECTION WITH YOUR USE OF THE SITE OR PURSUANT TO THESE TERMS WILL BE FILED IN THE STATE OR FEDERAL COURTS IN TRAVIS COUNTY, TEXAS WHICH YOU ACKNOWLEDGE, CONSENT TO AND AGREE WILL BE THE EXCLUSIVE FORUM AND VENUE FOR ANY LEGAL DISPUTE BETWEEN YOU AND US. YOU ALSO AGREE THAT ANY DISPUTE BETWEEN YOU AND US WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

ANY CAUSE OF ACTION YOU MAY HAVE HEREUNDER OR WITH RESPECT TO YOUR USE OF THE SITE MUST BE COMMENCED BY FILING SUIT IN TRAVIS COUNTY, TEXAS, WITHIN ONE (1) YEAR AFTER THE INCIDENT UPON WHICH THE CLAIM OR CAUSE OF ACTION IS BASED FIRST OCCURRED.

19. Additional Terms and Conditions Applicable to Online Booking.

Use of Reservation Manager or other Online Booking Tools We Offer on our Sites. In addition to being bound by the other terms set forth herein, Users and Members who use ReservationManager™ or any other tool provided by us or a third party provider on our Site enabling users to book and/or pay for the rental of properties online on one or more of our Sites (collectively, the "**Booking Services**") are also bound by the following terms, which are in addition to any other terms applicable in connection with using our Site. In addition, if such Booking Services include payment or other services provided by a third party provider, such services are subject to the additional terms and conditions and privacy policies of such third party providers.

Booking Services. We provide Booking Services to manage inquiries, quotes, rental agreements and allow for payments to be made relating to the rental. Please review the following terms and the terms and conditions of any third party provider carefully. If you do not agree to these or such third party provider's terms, you have no right to obtain information from or otherwise continue using our Booking Services. Failure to use our Booking Services in accordance with the following terms of use may subject you to severe civil and criminal penalties and other liability.

Rental Agreement. By utilizing a rental agreement as part of the Booking Services or otherwise displaying terms relating to the rental as part of the online booking process (including such terms that we may require), the user (as "**Guest**") and member (as "**Owner**") each agree to the terms and conditions set forth in the rental agreement or other such terms displayed in the booking process (including without limitation the cancellation refund policy) effective as of the date that the user indicates acceptance of the booking or rental agreement, as applicable. You hereby acknowledge and agree that (a) you are fully responsible for such terms and conditions, (b) any rental agreement used, whether a sample provided by the Site or a rental agreement copied and pasted in ReservationManager (or other online booking tool on the Site) by either party, is used solely at their own risk and expense, (c) nothing contained in the Booking Services, this Agreement, or any sample rental agreement is a substitute for the advice of an attorney, and (d) that you have been hereby advised to obtain local legal counsel to prepare, review and revise as necessary any rental agreements to ensure compliance with federal, state, and local law and their particular circumstances, and to revise the rental agreement as necessary to accurately represent their property, rules, features, etc.

Terms Applicable to Use of Booking Services or Third Party Online Booking Services.

Third Party Booking Services Software. There are some Members, typically property managers, who use software provided by our affiliate, HomeAway Software, or a third party. Such software ("**Other Booking Services**") may be governed by terms provided by the third parties or Members making such Other Booking Services available. Users who use such Third Party Booking Services are responsible for complying with such terms in addition to our Terms, including, but not limited to the following.

Timing of Acceptance of Booking Requests and Payment Processing Applicable to Property Managers and Other Members Using Online Booking. Members who are property managers and other members who use our online booking tools agree to use commercially reasonable efforts to respond to all booking requests from travelers within 24 hours of receipt of a request for booking. Such Members further agree to take commercially reasonable efforts to cause all traveler payments to be processed within 24 hours of authorization by the traveler for such payment.

Property Damage Protection. By utilizing and/or purchasing Property Damage Protection you agree to the terms and conditions under the Property Damage Protection plan, acknowledge that you understand that certain policy restrictions apply, and agree that Property Damage Protection may be included in the rental. You further acknowledge and agree that (a) although the Property Damage Protection policy will pay a maximum benefit up to the policy limit, you remain fully responsible for the care and condition of the property and for any damage to the property, (b) you remain fully responsible for any damages that are not covered by the policy or that exceed the policy limits, (c) if during you stay at the vacation rental (if applicable) you, as the insured person under the Property Damage Protection plan, causes any damage to real or personal property of the member as a result of inadvertent acts or omissions, you will be responsible for the cost of repair or replacement of such property and hereby authorize and request CSA Travel Protection and Insurance Services to pay directly the Member any amount payable under the terms and conditions of the Property Damage Protection plan up to a maximum benefit of the policy limit. Full details of the Property Damage Protection coverage are contained in the Description of Coverage <https://www.propertydamageprotection.com/pdf/100HADoc.pdf> (/web/20141225122340/<https://www.propertydamageprotection.com/pdf/100HADoc.pdf>). Members further acknowledge and agree that they will choose the plan level with the appropriate level of coverage needed for each property and that they will offer that same plan level to all Users agreeing to rent this property.

Carefree Rental Guarantee. By utilizing and/or purchasing Carefree Rental Guarantee you agree to the terms and conditions of the Carefree Rental Guarantee found here: <http://guarantee.homeaway.com/tac> (/web/20141225122340/<http://guarantee.homeaway.com/tac>).

Cancellation Protection. By utilizing and/or purchasing Cancellation Protection you agree to the terms and conditions under the plan and acknowledge that User understands that certain policy restrictions apply. Full details of the Cancellation Protection coverage are contained in the Description of Coverage <http://www.csatravelprotection.com/certpolicy.do?productclass=G-330CSA> (/web/20141225122340/<http://www.csatravelprotection.com/certpolicy.do?productclass=G-330CSA>).

20. Responsibility for Property and Traveler Liability. We do not provide liability insurance protection for owners, property managers, or travelers; regardless of whether a user obtains insurance coverage through one of our third party providers. Users are solely responsible for obtaining insurance coverage sufficient to protect their properties and guests or their trip, as applicable. Members agree that they have or will obtain the appropriate insurance coverage sufficient to cover the rental of the properties they list on the Site prior to the arrival of their first traveler and will maintain adequate insurance coverage through the departure date of any traveler they have obtained via one of our Sites. Further, Members agree to provide us with copies of relevant proof of coverage upon request.

21. GENERAL

Contact Us: To contact us for any reason, users can visit help.homeaway.com.

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Software/HomeAway.com, InstantSoftware.com, Escapia.com, ClearStay.com and HomeAwaySoftware.com, and any subdomains thereof, are operated by HomeAway Software, Inc., as of December 31, 2011 and prior to such date, InstantSoftware.com was operated by Instant, Inc. and Escapia.com and ClearStay.com were operated by Escapia, Inc.

Your agreement to abide by these Terms, the Privacy Policy and any other terms posted on any Site, with respect to any Site you use, is between you and the entity listed above operating such Site.

No Agency: Our relationship is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these Terms or your use of the Site.

Notices: Except as explicitly stated otherwise, any notices to us shall be given by postal mail to:

HomeAway.com, Inc., Attn: Legal Department, 1011 W. Fifth Street, Suite 300, Austin, Texas 78703

When we need to send you notice, it will be sent to the email address you provide to the Site during the registration process or as later updated in your account (if applicable). Notice shall be deemed given upon receipt or 24 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any physical or electronic address provided to us during the registration process or as later updated in your account (if applicable). In such case, notice shall be deemed given three days after the date of mailing to a physical address and one day after mailing to an electronic address.

Changes to the Site or these Terms and Conditions: We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database, or content. We may also impose limits on certain features or services or restrict your access to parts or the entire Site without notice or liability.

This version of the Terms became effective on the date set forth above and this version amends the version effective prior to such date. We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time, with or without your consent and you acknowledge and agree that your consent to any such amendment is not required in the event the proposed amendment is clerical and/or non-substantive in nature. Notification of any amendment will be posted on the Site by the indication of the last amendment date at the top of these Terms and will be effective immediately. If you disagree with any non-clerical and/or substantive amendment to these Terms, then (i) your sole remedy as a traveler, or any other user other than a member, is to discontinue your use of the Site, and (ii) your sole remedy as a member is to withhold your consent to the applicability of the proposed amendment to your use of the Site, in which case your use of the Site will continue to be governed by the terms and conditions that were applicable to your use of the Site during the then current term of your subscription as the same were in effect immediately prior to the proposed amendment and you agree that you are responsible for keeping a copy of such terms. When members renew subscriptions, the terms in effect at the time of renewal will govern, provided that such terms may change as described above.

We also reserve the right, in our sole discretion and from time to time, to offer programs, products or services with unique terms and conditions that are separate from and may supersede or supplement in certain respects these Terms. In such cases, your use of the Site with respect to such special program is governed by these Terms together with the terms and conditions of such program, product or service.

We reserve the right, but assume no obligation, to agree to different or conflicting terms and conditions with respect to any user. Any such terms and conditions will not be enforceable unless specifically agreed to by us.

Subscription rates and fees (including any commissions) charged for any listing that is not subscription based (such as pay-per-booking or pay-per-lead) are set at the time of a user or member's purchase of the subscription or renewal or sign up for the non-subscription based, listing, as applicable. Such rates and fees are subject to change without notice or approval. For subscription listings, the rates in effect at the time of the member's next subscription renewal, new listing or a member's upgrade or any other additional or new order of any product or service will govern for such renewal or other order. The fees and commissions applicable to pay-per-booking listings offered on one or more Sites will be displayed under the "List Your Property" tab when such product is generally made available on a Site or shall be otherwise set forth in a communication between us and the member.

The types of products and services (including the features, terms and operation thereof) offered at the time of a member's subscription or sign up for a non-subscription based listing are subject to the descriptions displayed at the time of use and/or purchase and are subject to change without notice or approval. We further reserve the right to offer additional products, services or features for purchase at any time. See also the section below relating to auto renewal of subscriptions.

Your Record of These Terms: We do not separately file the Terms entered into by each user of the Site. Please make a copy of these Terms for your records by printing and/or saving a downloaded copy of the Terms on your personal computer.

Enforcement of These Terms: We may immediately terminate any user's access to or use of the Site due to such user's breach of these Terms or any other unauthorized use of the Site. However, we do not guarantee that we will take action against all breaches of these Terms. Our failure to take immediate action with respect to a breach by you or others does not waive our right to act with respect to such breach or any other breach. Any action or inaction by us in response to any breach of these Terms does not limit our rights with respect to actions we may take in response to any other similar or different type of breach.

Entire Agreement, Conflict, Headings and Severability: These Terms constitute the entire agreement between us and you with respect to the matters set forth herein, and supersede any prior agreement between us and you with respect to your use of the Site. Headings in these Terms are for reference only and do not limit the scope or extent of such section. In the event of any conflict between these Terms and any other terms and conditions applicable to a product, tool or service offered on our Site, the Terms herein shall prevail. If any portion of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms shall remain in full force and effect. Further, any provision of these Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Assignment: We may assign these Terms in our sole discretion. Users must obtain our prior written consent to assign these Terms, which may be granted or withheld by us in our sole discretion.

Additional Terms and Conditions Applicable to Our Members

In addition to being bound by the Terms set forth above, members who purchase subscriptions to advertise a property on the Site are also bound by the following terms, which are in addition to any other terms agreed to in connection with purchasing or renewing a subscription.

22. Member Eligibility; Accuracy of Information; Representations.

Our services may only be used by members who can form legally binding contracts under applicable law. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms. Each member represents and covenants that all information submitted to us and to the Site during such member's registration with the Site shall be true and correct. Each member further agrees to promptly provide notice to the Site by contacting us as provided above under "General – Contact Us" regarding any updates to any such contact information previously submitted by such member to the Site. Each member agrees to promptly provide such proof of personal identification, proof of ownership of the property listed on the Site, and proof of authority to list the property as we may request. Each member further represents and covenants that: (i) it owns and/or has all necessary rights and authority to offer for rent and to rent the property listed by such member; (ii) it will not wrongfully withhold a rental deposit in breach of the underlying rental agreement; (iii) that it will accurately describe the subject rental property, will not fail to disclose a material defect in, or material information about, a rental property and will upon request, or otherwise from time to time, review the property listing content and location or geographic description to ensure it is accurate and not misleading; (iv) that it will not wrongfully deny access to the listed property; and (v) that it will not fail to provide a refund when due in accordance with the applicable cancellation policy or underlying rental agreement. Upon our request, each member agrees to promptly provide to us such proof of personal identification, proof that the condition, location, or amenities associated with the property are accurately described in the listing, proof of ownership of the property listed on the Site, and/or proof of authority to list the property as we may request.

23. Appearance in Search Results.

We cannot guarantee that your listing will appear in any specific order in search results on a Site and the order will fluctuate based on a variety of factors such as search parameters or other factors as we define from time to time, such as the quality of a listing, how frequently a calendar is updated, etc. Members who purchase the right to advertise their property within a certain tier will have their properties appear within the tier they purchased, however the specific spot within the tier may also vary depending on a variety of factors. Listing appearance or order in any particular search result may also vary depending on the search criteria used and whether the Listing has certain criteria, such as whether the listing has an updated calendar. Listings placed on a non-subscription basis, such as pay-per-booking, may not always appear in search results in any particular tier or at all. Listings distributed on third party sites are not guaranteed to display on such third party site in any particular order or at all.

24. Content, Layout and Copy.

All content and copy edits submitted by members are subject to review and approval by us in our sole discretion. We reserve the right to refuse to publish any content that we determine in our sole discretion does not meet these Terms or is otherwise unacceptable to us. However, we assume no duty to review content and we shall not have any liability for any loss or damage resulting from the design or positioning of the copy, properties, content and/or photographs or any change made to any content, photograph or copy submitted by any member. All content must meet these Terms and our Content Guidelines ([/web/20141225122340/http://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines%22%20%5Ct%20%22_blank](http://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines%22%20%5Ct%20%22_blank)). We reserve the right to edit content submitted to the Site in a non-substantive manner solely to cause the content to comply with our content guidelines or formatting requirements. Members are responsible for reviewing and ensuring that any content displayed on the Site appears as the member intended.

25. Photographs.

Photographs should depict the vacation rental as the main subject of the photograph and may not include children or adults if you do not have their legal consent or any information that would violate the privacy rights, intellectual property rights or any other rights of a third party. Photographs must meet our Content Guidelines ([/web/20141225122340/http://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines](http://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines)). We reserve the right not to display or to remove any photographs that we determine, in our sole discretion, do not meet these Terms or are otherwise unacceptable to us.

By submitting a photograph to us, the member represents and warrants that (a) (i) it holds all intellectual property rights with respect to each submitted photograph, or (ii) it has secured from the copyright holder all rights necessary for the photograph to be used in an online advertisement, (b) that any people in the photograph have given permission for their likeness to be displayed in an online advertisement on the Site, (c) that the photograph accurately and fairly represents the subject of the photograph and has not been altered in any manner that would mislead a viewer of that photograph, and (d) that it will indemnify and hold harmless the Site and any member of the HOMEAWAY Group from any cause of action arising from any misrepresentation with respect to any and all photographs so submitted.

It is the member's responsibility to obtain reproduction permission for all photographic and other material used in its listings. The member warrants that it is the owner of the copyright in such material or is authorized by the owner thereof to grant to us the rights therein contained and agrees to provide any proof of such rights to us that we may request.

Further, each member agrees that we may reproduce in whole or in part any photographic material supplied by such member in the promotion of either such member's property or the promotion of the Site.

26. Uses of Our Trademarks or Logos.

There are limited ways in which you may use our trademarks or logos without specific prior written authorization. The following are general guidelines: It is usually permissible for you to refer to HomeAway or the name of one of our affiliate websites on which you list your property in a descriptive manner in your listing on the Site or in other permissible communications. For example, you might say "Check out my vacation rental on HomeAway," or "I list properties on HomeAway." However, you may not refer to HomeAway or any of our affiliates in any way that might lead someone to believe that your company or site is sponsored by, affiliated with, or endorsed by HomeAway or one of our affiliates. For example, you may not say "HomeAway sponsors my vacation rental," or describe your property as "HomeAway's best vacation rental." You may not use the HomeAway name or one of our affiliates' names on any other website that lists vacation rentals without our prior written authorization.

The HomeAway name and logo and those of the HomeAway Group and our affiliates are registered trademarks in the United States and other jurisdictions around the world. We generally do not permit the use of our names and logos, other than as described above or with our prior written authorization. If you want permission to use our name and/or logo in any other manner, including, without limitation, on any website, business card, signage, t-shirts, etc., or if you have other questions, you may visit help.homeaway.com.

27. Hypertext Links.

We reserve the right to refuse hypertext links to, or addresses of, other web sites from members' pages, and to remove links or web addresses without notice at our sole discretion. Further, we reserve the right to charge for hypertext links at any time.

28. Substitution of Properties; Advertising More Than One Property; Property Managers.

Each listing must relate to an individual and uniquely identified property, unless (i) you are a property manager who has signed up for one of our packages for members who are property managers or (ii) you otherwise purchased a listing package that expressly allows for substitution of properties. This means that:

(a) The property in a listing may not be substituted for another property without our consent. We may approve a request in our discretion if the property manager's contract for the property was terminated and the member provides sufficient proof, as requested by us, and completes any additional request forms we may request. The term of the subscription for any substituted property shall be the same as the term of the originally listed property (i.e., the term will not be extended past the original term).

If a member submits changes to an existing listing that, if approved, would substantially alter the listing to make it that of another property, then we have the right to terminate the listing and may choose, in our sole discretion, to retain any fees associated with the term of the previously existing listing as compensation for the violation of this condition.

(b) The listing specifically cannot be a mere example of properties in a given area. Only one property can appear on each listing, unless it is a property with multiple rental units on the same site and additional advertising units are purchased. We reserve the right to amend the copy or remove any listing when more than one property is described in such listing, and may choose, in our sole discretion to retain any fees associated with the initial term of such non-conforming listing as compensation for the violation of this condition.

(c) Members who manage twenty or more properties should contact HomeAway for Property Managers at (888) 581-1849 to discuss the packages that may best suit their needs. All other subscription listing packages require one subscription per listing (one subscription per property). Contact HomeAway for Property Managers for additional information.

29. Unauthorized Payment Methods; Subscription Payments; Automatic Renewal of Subscription Payments.

Payments between members and travelers: We are not a party to any payment transaction between members and travelers, even if we receive a commission in connection with any payment transaction. No member may request any traveler to mail cash, or utilize any instant-cash wire transfer service such as Western Union or MoneyGram in payment for all or part of a property rental transaction. Any violation of this term or any other unacceptable payment methods that may be posted on the Site may result in the immediate removal of the non-conforming listing from the Site without notice to the member and without refund. From time to time, we may become aware of users attempting to conduct a transaction that would involve an unauthorized payment method or a fraudulent payment method. Ideally, we hope to be able to assist users in avoiding such transactions, but we assume no liability or responsibility to do so or to inform users of any such actual or suspected activity.

Payments for subscriptions: Payment for subscription listings must be made to us in U.S. Dollars paid either by major credit or debit card, or a check drawn on a U.S. bank.

Automatic Renewal of Subscriptions: For any subscription paid for by credit card, such subscription shall automatically renew at the expiration of the then-current term for an additional term of the same duration (as the previous term) and at the then-current non-promotional subscription rate. If such subscription was purchased by check or another form of payment other than by credit card (if such other payment form was permitted), such subscription shall not be automatically renewed. Automatic renewal applies to all subscriptions purchased by credit card. The automatic renewal feature allows your service to remain uninterrupted at the expiration of your then-current term. If you wish to turn off auto-renewal, you must log on to your account and manually turn off auto-renewal in your owner dashboard (for HomeAway.com, VRBO.com and VacationRentals.com), at least 5 days prior to expiration of the then-current term. Upon any such turning off auto-renewal, your subscription will remain active through the expiration of your then-current subscription term; however your subscription will not be automatically renewed upon the expiration of your then current term. If your subscription does not auto-renew or expires at the end of your then current subscription term and you desire to renew your subscription, you will be required to pay the then-current non-promotional subscription rate to renew your subscription or to activate a new subscription.

If you do not turn off auto-renewal and you continue to use our subscription service, you re-affirm and authorize us to charge your credit card at the end of each subscription term for an additional term of the same duration as the initial term and at the then-current non-promotional subscription rate for the same product or service.

If the product or service that you last purchased has changed in any way or is no longer offered, you agree and authorize us to charge your credit card at the renewal of your subscription term for a product or service that is the most similar, as determined by us, to the product or service that you previously purchased, even if the price of such product or service is not the same of the prior product or service that you purchased. You agree to be responsible for any such charges, and we reserve the right to obtain payment directly from you if necessary.

If you wish to avoid billing of subscription fees for the renewal term to your credit card, you must turn off auto-renewal for your subscription at least 5 days before it renews. If you wish to change your credit card to be charged or if your credit card information otherwise changes, see help.homeaway.com for FAQ information on updating the information in your owner dashboard, as applicable or to provide the new or different credit card information, as applicable, to provide the new or different credit card information.

Non-Subscription Listings: If a Site enables you to list your property on a basis other than by subscription, you agree to pay us compensation as described to you in the sign up process for each rental of the property displayed in such listing, which terms may be updated by us from time to time without notice by us displaying the terms on the Site on which you signed up for the listing. The sign up process and additional notices you may receive from us may also provide additional terms and conditions for such listings.

30. Subscription Term, Refund Requests and Termination or Transfer of Listings.

Subscription Term: All subscription listings are sold to run the full term that is chosen by the member. The term starts on the date that the member submits the full or initial (as applicable) payment and expires on the last date of the term chosen by the member. For example, for an annual subscription term, if the member submits payment for the subscription on July 1st, the subscription would expire on June 30 of the following year.

Refund Requests: Generally, no refunds are available unless a member qualifies for a refund under any guarantee program we may have in effect. If you believe you qualify for a refund under a guarantee we are offering, you may contact customer support by sending your request to the address listed under "General – Contact Us" above and include your listing number, and your reason for dissatisfaction. We will then determine, in accordance with the applicable guarantee program, whether any refund is due.

Refund Requests for Subscription Listings Not Completed: In the event you purchase a subscription for a listing but do not complete the

creation of the listing or the listing does not get posted after purchase for any other reason, refund requests will be considered only during the first three (3) months following the purchase date. If within such three (3) month period you do not complete the creation of your listing as we may require to display such listing on the Site (i) you shall not be entitled to any refund and (ii) your subscription will expire no more than 15 months from the purchase date of the subscription regardless of the listing posting date.

If you renew your subscription, or if your subscription automatically renews under its terms of your subscription, your listing will remain online for the entire subscription period without refund. If you sell your property and no longer wish for the listing to remain online, please contact us and we can remove the listing; however, no refund will be owed.

Our Right to Terminate a Listing: If, in our sole discretion, any member submits unsuitable material to our Site or into our database, misuses the Site or our online system or is in material breach of these Terms, we reserve the right to terminate such member's subscription(s) immediately without refund. In addition, if we become aware of or receive a complaint or a series of complaints from any user or other third party regarding a member's listing or rental practices that, in our sole discretion, warrants the immediate removal of such member's listing from the Site (for example, and without limitation, if a member double-books a property for multiple travelers on the same date, or engages in any practice that, in our sole discretion, would be considered deceptive, unfair or improper within the vacation rental industry or in an online marketplace for vacation rentals, if we determine or suspect that the member's payment-related practices or procedures are not secure, legal or otherwise proper, or if we receive a complaint that any listing's content infringes on the rights of a third party), then we may immediately terminate such member's listing(s) or subscription(s) without notice to the member and without refund. We assume no duty to investigate complaints. Finally, if any member is abusive or offensive to any employee or representative of the HomeAway Group, we reserve the right to terminate such member's listing(s) or subscription(s) immediately without refund. Finally, if any member is in breach of these Terms or its obligations to us or any of our third party providers then we may terminate such member's subscription(s) immediately without notice to the member and without refund.

Transfer of Listing to a Third Party: No listing may be transferred to another party. In the event of a property sale or change in property management, HomeAway will provide guidance on options for creating a new listing.

31. Additional Terms Applicable to Pay-Per-Booking Listings.

A description of the features and applicable fees and commissions that will apply to pay-per-booking listings will be displayed under the "List Your Property" tab of the Site offering such product, when made generally available.

When available, pay-per-booking listings may be agreed to by property owners and managers approved for an online payments account. Such accounts are subject to the additional terms, conditions and requirements set forth during the sign up for such an account, including those of our third party providers. Online booking and payments is required for all pay-per-booking listings. Online payments are provided by third party providers and are subject to the terms and conditions and privacy policies of such providers.

Pay-per-booking listings may be converted to subscription listings at any time; however any bookings already made shall remain subject to applicable pay-per-booking fees and commissions.

Cancellation policies are required for all pay-per-booking listings, and requirements for such cancellation policies shall be displayed through the "List Your Property" tab of the Site offering the pay-per-booking listing. To the fullest extent legally permissible, Members who list their properties in a pay-per-booking listing, agree to rent such properties through such listing and not through any other means.

32. Distribution of Listings to Third Party Websites.

To enable Members to obtain broader distribution of their properties, we may provide your listing information, or otherwise provide for the distribution of, your listing on a Third Party Website. Additional terms and conditions may apply to such distributions, as we may notify you of via your online account or email.

	(/web/20141225122340/http://www.homeaway.com/)	
(/web/20141225122340/http://www.homeaway.com/)	(/web/20141225122340/http://www.vrbo.com/)	
	(/web/20141225122340/http://www.vacationrentals.com/)	
	(/web/20141225122340/http://www.homelidays.com/)	
	(/web/20141225122340/http://www.ownersdirect.co.uk/)	(/web/20141225122340/http://www.abritel.fr/)
	(/web/20141225122340/http://www.aluguetemporada.com.br/)	
	(/web/20141225122340/http://www.fewo-direkt.de/)	(/web/20141225122340/http://www.toprural.com/)
	(/web/20141225122340/http://www.bookabach.co.nz/)	
	(/web/20141225122340/http://www.stayz.com.au/)	(/web/20141225122340/http://www.travelmob.com/)

View more of the HomeAway Family

List Your Property (/web/20141225122340/http://www.vrbo.com/info/list-your-property) |
 Testimonials (/web/20141225122340/http://www.vrbo.com/info/testimonials) | Advantages (/web/20141225122340/http://www.vrbo.com/info/advantages) | Rental Guarantee (/web/20141225122340/http://www.vrbo.com/info/rental-guarantee) | Links (/web/20141225122340/http://www.vrbo.com/info/links) |
 Luxury from HomeAway (/web/20141225122340/http://luxury.homeaway.com/?utm_source=vrbo&utm_medium=cross%20brand&utm_content=jah)

(/web/20141225122340/http://www.gogobot.com/)

Insider Guides provided by

EXHIBIT B

Search by property number, destination, or keyword



Check-in

Check-out

Search

Terms and Conditions

Last updated: August 11, 2015

By using or accessing HomeAway.com, VRBO.com, GreatRentals.com, VacationRentals.com, CyberRentals.com, HomeAway.com.mx, HomeAway.ca, HomeAway.com.ar, HomeAway.com.co, software.HomeAway.com, InstantSoftware.com, Escapia.com, ClearStay.com, a subdomain of any such websites, any mobile application for such websites or any other website operated by us on which these Terms and Conditions are posted via a link or otherwise (each referred to herein as a "**Site**"), you acknowledge that you agree to and are subject to the following terms and conditions, as well as our **Privacy Policy** (/web/20150813225922/http://www.homeaway.com/info/about-us/legal/privacy-policy.html) (collectively, the "**Terms**"). If you do not fully agree to these Terms, Privacy Policy and any other terms and conditions posted or linked to any Site, you are not authorized to access or otherwise use the Site. Under these Terms, "**use**" or "**access**" of the Site specifically includes any direct or indirect access or use of the Site or any cached version of the Site and any direct or indirect access or use of any information or content on the Site, regardless of how obtained and the term "**Site**" includes, without limitation, any cached version thereof.

Each Site is operated by HomeAway.com, Inc. (a subsidiary of HomeAway, Inc.) or a subsidiary of HomeAway, Inc., as explained further under "General – HomeAway Corporate Entities" below. Unless otherwise specified, the entity controlling the Site you are accessing is referred to herein as "**HomeAway**," "**we**," "**us**" or "**our**".

You should read through all the Terms carefully. The Terms constitute a legally binding agreement between you and HomeAway. You are not authorized to use this Site unless you are at least 18 and able to enter into legally binding contracts. We do not knowingly collect the information of anyone under the age of 18.

If you arrived on the Site after having been re-directed or otherwise clicking on another website, you agree that these Terms shall govern your use of this Site.

1. The Site is a Venue and We are Not a Party to any Rental Agreement or other Transaction Between Users of the Site.

We urge all users to be responsible about their use of this Site and any transaction entered into as a result of either listing a property or renting a property. We do not own or manage, nor can we contract for, any vacation rental property listed on a Site. HomeAway.com and other Sites act as a venue to allow homeowners and property managers who advertise on the Site (each, a "**member**") to offer for rent in a variety of pricing formats, a specific vacation or short term rental property to potential renters (each, a "**traveler**" and, collectively with a member, the "**users**"). rent (also referred to as "**users**" herein). "Members" may also include property owners or managers who originally advertised their properties on another website and their listings have been redistributed on the Site. We also may offer online booking or other tools or services to allow users to communicate with each other and enter into rental agreements or other transactions.

We are not a party to any rental or other agreement between users. This is true even if the Site allows you to book a rental or provides other ancillary products or services, as the Site may facilitate booking a rental or other tools, services or products, but we are not a party to any rental or other agreement between users.

As a result, any part of an actual or potential transaction between a traveler and a member, including the quality, condition, safety or legality of the properties advertised, the truth or accuracy of the listings (including the content thereof or any review relating to any property), the ability of members to rent a vacation property or the ability of travelers to contract for properties are solely the responsibility of each user. You acknowledge and agree that you may be required to enter into one or more separate agreements, waivers or terms and conditions prior to making a booking or purchasing a product or service and may place additional restrictions on your booking, product or service.

Responsibility for applicable laws, rules and regulations: Users agree that they are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any tool, service or product offered on the Site and any transaction they enter into on the Site or in connection with their use of the Site.

Members further agree that they are responsible for and agree to abide by all laws, rules and regulations applicable to the listing of their rental property and the conduct of their rental business, including but not limited to any and all laws, rules, regulations or other requirements relating to taxes, credit cards, data and privacy, taxes, permits or license requirements, zoning ordinances, safety compliance and compliance with all anti-discrimination and fair housing laws, as applicable. Please be aware that, even though we are not a party to any rental transaction and assume no liability for legal or regulatory compliance pertaining to rental properties listed on the Site, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to your listing in order to comply with governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with or disregard such obligation in our sole discretion. Members who accept credit card, banking or other payment information from travelers agree to properly handle and safeguard all such information in accordance with applicable legal and regulatory requirements and best practices.

Travel Advisories: Although most travel is completed without a serious incident, travel to some destinations may involve more risk than others. We urge travelers to research the location they wish to visit and to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking. Information may be found at www.state.gov (/web/20150813225922/http://www.state.gov/), www.tsa.gov (/web/20150813225922/http://www.tsa.gov/), www.dot.gov (/web/20150813225922/http://www.dot.gov/), www.faa.gov (/web/20150813225922/http://www.faa.gov/), www.cdc.gov (/web/20150813225922/http://www.cdc.gov/), www.treas.gov/ofac (/web/20150813225922/http://www.treas.gov/ofac) and www.customs.gov (/web/20150813225922/http://www.customs.gov/).

Warnings of Suspicious Activity: While we do take certain measures with a goal to assist users to avoid potentially fraudulent or other illegal activity of which we become aware, we assume no liability or obligation to take any such measures or actions. When we provide warnings or messages to users about any such activity, we do not warrant that such messages are accurate or that such messages will reach any or all users they should have reached in a timely manner or at all or that such messages or measures will prevent any harm or otherwise have any impact.

2. Limited License to Use the Site.

Users are granted a limited, revocable, non-exclusive license to access the Site and the content and services provided on the Site solely for the purpose of advertising a vacation or short term rental property, searching for a property, purchasing or researching (for the purpose of inquiring about purchasing) any of the products or services offered on any Site, participating in an interactive area hosted on any Site or for any other purpose clearly stated on a Site, all in accordance with the Terms. Any use of the Site that is not for one of these purposes or otherwise in accordance with the Terms or as otherwise authorized by us in writing is expressly prohibited.

3. Unauthorized Uses of the Site.

The license to use the Site only extends to the uses expressly described herein. The license to use the site granted to users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engines" do not include a website or search engine or other service that provides classified listings or property rental advertisements, or any subset of the same or which is in the business of providing vacation property rental services or other services that compete with us.

Unauthorized uses of the Site also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously specifically agreed to by us:

- Any commercial use (other than by members with a fully paid up subscription in good standing (a "**valid subscription**") or by members pursuant to a valid license to software offered on a Site (a "**valid license**") of the Site or any content on the Site;
- Any use of the Site or the tools and services on the Site for the purpose of booking or soliciting a rental for a property other than a property listed under a valid subscription;
- Copy, reproduce, upload, post, display, republish, distribute, or transmit any part of the content in any form whatsoever;
- Reproduce any portion of the Site on your website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;
- Deep-link to any portion of the Site without our express written permission;
- Modify, translate into any language or computer language, or create derivative works from, any content or any part of the Site;
- Reverse engineer any part of the Site;
- Sell, offer for sale, transfer, or license any portion of the Site in any form to any third parties;
- Use any robot, spider, scraper, other automatic device, or manual process to monitor, copy, or keep a database copy of the content or any portion of the Site;
- Use the Site and its inquiry functionality other than to advertise and/or research vacation rentals, to make legitimate inquiries to our members or any other use expressly authorized on the Site;
- Use the Site or post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
- Use or access the Site in any way that, in our sole discretion, adversely affects or could adversely affect the performance or function of the Site or any other system used by us or the Site.

If you are aware of or experience any content, activity or communication through or in connection with the Site that appears to be in violation of the above restrictions, or in violation of any other provision of these Terms, we ask that you please inform us of any such violation by contacting us as set forth under "Contact Us" below.

4. Proprietary Rights and Downloading of Information from the Site.

The Site and all content and information on the Site are protected by copyright as a collective work and/or compilation, pursuant to applicable U.S. and international copyright laws and conventions and database rights. You agree to abide by any and all copyright notices, information, or restrictions contained in or relating to any content on the Site. Copying, storing or otherwise accessing the Site or any content on the Site for other than for your personal, noncommercial use (other than in accordance with a valid subscription) is expressly prohibited without prior written permission from us.

As part of the rental inquiry process, for your own personal, noncommercial use and not for further distribution, you may download, display, and/or print one copy of any portion of the Site. You may not modify the same, and you must reproduce our copyright notice in the form displayed on the relevant portion(s) of the Site that you desire to download, display or print.

5. Your E-mail Address and Data; Our Privacy Policy; Data Transmittal.

When you provide your e-mail address, name or other information to us in connection with your use or access to the Site, any service or tool provided on the Site or otherwise, you agree to allow the Site and its affiliated websites to add your e-mail address, name or other information provided to our database of users. You may receive one or more promotional e-mails from either the Site or a website of one of HomeAway's affiliates. You are welcome to opt not to receive such promotional e-mails from the Site or such affiliates' websites at any time. Please review our Privacy Policy ([/web/20150813225922/http://www.homeaway.com/info/about-us/company-info/legal/privacy-policy](http://www.homeaway.com/info/about-us/company-info/legal/privacy-policy)) for more information regarding our email and other data collection practices and safeguards, and how to opt not to receive such emails.

Your use of the Site signifies your acknowledgment of, and agreement, with our Privacy Policy.

Each user acknowledges and agrees that, regardless of such user's physical location, we may store and process any data transmitted to the Site from such user at locations both within and outside of the United States.

In the event that you use any of our tools that we may from time to time offer that integrate in any way with a third party website to which you have provided data or information, you acknowledge and agree that such third party website shall be responsible for how the data or information you have provided to such website is handled.

6. Identity Verification.

User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of each user's purported identity. We encourage you to communicate directly with a traveler or member through the tools available on the Site, though even this does not assure you of the identity of the person with which you are communicating. We further encourage you to take other reasonable measures to assure yourself of the other person's identity and, for travelers, of the property and relevant details of your booking or proposed booking.

You agree to (i) keep your password and online ID for both your account with us and your email account secure and strictly confidential, providing it only to authorized users of your accounts, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new online ID and password if you believe your password for either your account with us or your email account may have become known to an unauthorized person, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. Further, if we suspect any unauthorized access to your account, upon our request, you agree to promptly change your ID and password and take any other related action as we may reasonably request.

We discourage you from giving anyone access to your online ID and password for your account with us and your email account. However, if you do give someone your online ID and online password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account with us or your email account, even those transactions that are fraudulent or that you did not intend or want performed.

EACH USER ACKNOWLEDGES AND AGREES THAT: (1) NEITHER HOMEAWAY NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S ID OR PASSWORD; AND (2) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD FOR YOUR HOMEAWAY ACCOUNT OR YOUR EMAIL ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH HOMEAWAY AND OTHER USERS. Further, we may, without notice to you, suspend or cancel your listing at any time even without receiving notice from you if we suspect, in our sole discretion, that your account with us or your email account is being used in an unauthorized or fraudulent manner.

7. Limitations on Communications and Use of Other Users' Information; No Spam.

You agree that, with respect to other users' personal information that you obtain directly or indirectly from or through the Site or through any Site-related communication, transaction or software, we have granted to you a license to use such information only for: (a) Site-related communications that are not unsolicited commercial messages, (b) using services offered through the Site, and (c) inquiring about or otherwise facilitating a financial transaction between you and the other user related to the purpose of the Site (such as inquiring about or booking an online booking or charging a personal credit card). Any other purpose will require express permission from the user. You may not use any such information for any unlawful purpose or with any unlawful intent.

In all cases, you must give users an opportunity to remove their information from your address book or database or other records and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this provision, may you disclose personal information about another user to any third party without both our consent and the consent of the other user. You agree that other users may use your personal information to communicate with you in accordance with this provision. Further, you agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss, or unauthorized transfer of such information.

We do not tolerate spam or unsolicited commercial electronic communications of any kind. Therefore, without limiting the foregoing, you are not licensed to add a Site user, even a user who has rented a vacation property from you or to you, to your mailing list (email or physical mail) without the user's express consent. You may not use any tool or service on the Site to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate these Terms. You are responsible for all content you provide to the Site or through any tool or service provided on the Site.

8. Responsibility for Property Listings, Reviews and Other User contributed Content; Participation in Interactive Forums.

We have no duty to pre-screen content posted on the Site by members, travelers or other users, whether directly contributed by the user or contributed by us or a third party on behalf of the user (including, without limitation, property listings, reviews of a rental property, participation in an interactive community, forum or blog (each an "Interactive Forum") or any other content provided by a user to the Site), (collectively, "user contributed content"). We are not responsible for user contributed content. "User contributed content" also includes information that a user or any other person provided to a third party website or mobile application which is then provided to our Site by a tool we offer or any other exchange of user contributed content we have authorized.

We reserve the right to decline to permit the posting on the Site of or to remove from the Site any user contributed content that fails to meet our Content Guidelines ([/web/20150813225922/http://www.homeaway.com/info/homeaway/owner-marketing/reviewsguidelines](http://web/20150813225922/http://www.homeaway.com/info/homeaway/owner-marketing/reviewsguidelines)), any other guidelines posted on a Site or if it otherwise violates these Terms, each as determined in our discretion. We may also remove user contributed content if it is brought to our attention, such as by notice given to us by a user or any third party that any part of these Terms, or any other requirements governing the posting of such content, has/have been apparently breached in respect of such content, as determined in our consent. Finally, we reserve the right, but do not assume the obligation, to edit a member's content or user contributed content in a non-substantive manner solely to cause the content to comply with our content guidelines or formatting requirements or to provide services to members to create or improve on listings (such as translation services), in accordance with information we have about the property listed. Users remain responsible for reviewing their user-contributed content to ensure it is accurate and not misleading.

At a minimum, user contributed content must (as determined by us in our discretion):

- not infringe anyone's rights, violate the law or otherwise be inappropriate;

- not include personal information of another that can be used to identify or contact any person;
- not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations;
- be directly related to the Site, business service, product or forum where the content is submitted;
- not be obscene, abusive, discriminatory or illegal content; or
- not be false or misleading.

Property Listings: All property listings on the Site are the sole responsibility of the member (who may be the owner or a property manager or duly authorized property manager or agent of the owner) and we specifically disclaim any and all liability arising from the alleged accuracy of the listings, reviews, or any alleged breaches of contract on a user's part. Members are solely responsible for keeping their property information up-to-date on the Site, including, but not limited to any and all representations about any property, its amenities, location, price, and its availability for a specific date or range of dates. We do not represent or warrant that any of the copy, content, property reviews, guest book entries, property location, suitability, pricing or availability information published on the Site is accurate or up-to-date even in the case where prospective travelers have searched for specific special offers, dates, or types of properties. We may from time to time provide or facilitate services to Members to create or improve the quality of their property listings. We also may from time to time create new or otherwise change the location or geographic descriptions we use to identify properties in their listings and search results. Consequently, we may change the location or geographic description associated with any property listing at any time without notice. However, we assume no responsibility to verify property listing content or the accuracy of the location. Members are solely responsible for ensuring the accuracy of location, geographic and other content and location or geographic descriptions and agree to promptly correct (or contact us to correct) any inaccuracy and travelers are solely responsible for verifying the accuracy of such content and descriptions.

Responsibility for All Other User Contributed Content: All other user contributed content is the sole responsibility of the user who contributed such content, whether such user contributed the content directly or through a third party website. Users are solely responsible for their user contributed content and we specifically disclaim all liability for user contributed content.

The user represents and warrants that the user owns or otherwise controls and have all legal rights to the user's submission and the name or other identifier used in connection with such submission including, but not limited to, all the rights necessary to provide, post, upload, input or submit the user contributed content. We reserve the right to request a proof of ownership or permission, and to refuse to post user generated content without such proof or if such proof is, in our sole discretion, insufficient.

License and Rights Granted to Us: By submitting or authorizing user contributed content, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any of your user contributed content, in connection with our business or the business of our affiliates. Notwithstanding the foregoing, following the termination or expiration of a property listing subscription, we will not continue to display the user contributed content that was displayed in such listing.

You further grant us and our affiliates the ability to copyright and protect the user contributed content, including the images, copy, and content available via any member's listing, from the unauthorized use by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. This includes, but is not limited to, the right to file suit to seek injunctive relief to protect such material. You further agree to assist us—at our expense and control—to protect such copyrighted material from unauthorized redistribution.

You agree that we may sublicense all the rights granted to us under these Terms to one or more third parties we may contract with to display all or part of the member's property listing or otherwise provide promotional or other services related to our business.

Further, each member agrees that we may reproduce in whole or in part any photographic material supplied by such member in the promotion of either such member's property or the promotion of the Site.

In the event that it is determined that you retain any rights of attribution, integrity or any other moral rights in any user contributed content, you hereby declare that you do not require that any personally identifying information be used in connection with the user contributed content or any derivative works thereof and that you have no objection to the publication, use, modification, deletion or exploitation of the user contributed content by us or our affiliates.

Privacy Policy: We adhere to strong principles of privacy. You agree that we may access and use your user contributed content in accordance with these Terms or our Privacy Policy ([/web/20150813225922/http://www.homeaway.com/info/about-us/company-info/legal/privacy-policy](http://www.homeaway.com/info/about-us/company-info/legal/privacy-policy)) and we agree that we will only disclose your user contributed content in accordance with these Terms and our Privacy Policy.

9. Social Media or Third Party Websites.

If the Site offers a tool or service which allows us to access or use any profile or other information about you that you have provided to Facebook or another third party website (each a "**Social Media Site**") and you decide to use such a tool or service, you acknowledge and agree that:

- (i) The information or content that are a part of your Social Media Site profile, which you have designated as "public" (or a similar designation) (with such information or content and referred to herein as "**Social Media Content**") may be accessed and used by us in connection with the Site;
- (ii) The Social Media Content will be considered "user generated content" under these Terms and both you and we shall have the same rights and responsibilities as you and we have with respect to user generated content under these Terms;
- (iii) In the event that the Social Media Content was for any reason misclassified with a public or similar designation or is otherwise inaccurate or to which you do not agree with for any reason, you agree to work with the Social Media Site to make any changes or resolve any disputes and acknowledge that we will not be able to provide you with recourse; and
- (iv) The operation of your profile and account with and on the Social Media Site shall continue to be governed by the terms and conditions and privacy policy of such Social Media Site.

10. Translations and Maps.

If any user contributed content created by members or users is translated for display on any Site or any site of any affiliate of HomeAway, we cannot guarantee the accuracy or quality of such translation and the member or user is solely responsible for the review, verification and accuracy of such translation. Unless we specify otherwise to the user or member, any translation services are offered by us free of charge. Maps provided on the Site that are provided by Google are subject to the Google Maps terms and conditions located at: http://www.google.com/intl/en_us/help/terms_maps.html ([/web/20150813225922/http://www.google.com/intl/en_us/help/terms_maps.html](http://web/20150813225922/http://www.google.com/intl/en_us/help/terms_maps.html)).

11. Notification of Infringement; DMCA Policy.

We respect the intellectual property rights of others, and HomeAway does not permit, condone, or tolerate the posting of any content on the Site that infringes any person's copyright. HomeAway will terminate, in appropriate circumstances, a member or traveler who is the source of repeat infringements of copyright. Should you become aware of or suspect any copyright infringement on this Site, please refer to our procedures for Notification of Copyright Infringement ([/web/20150813225922/http://www.homeaway.com/info/about-us/legal/terms-conditions/dmca](http://web/20150813225922/http://www.homeaway.com/info/about-us/legal/terms-conditions/dmca)).

12. Unsolicited Ideas and Feedback.

Unsolicited Ideas: From time to time, users submit to us ideas or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names. We are under no obligation to review or consider them. If you choose to submit any ideas, original creative artwork, suggestions or other works ("**submissions**") in any form to us, then regardless of what you say, write or provide to us in connection with your submissions, the following terms shall apply.

The sole purpose of this policy is to avoid potential misunderstandings or disputes in the event that any part of our business, such as our products, websites, technologies or marketing strategies, seem similar to any of your submissions. If you provide any submissions to us, you agree that: (1) your submission and its contents will automatically become the property of HomeAway, without any compensation to you; (2) HomeAway may use or redistribute any such submission and its contents for any purpose and in any way; (3) there is no obligation for HomeAway to review any submission; and (4) there is no obligation to keep any submission confidential.

Feedback on our Business: We welcome your feedback regarding many areas of our business. If you want to send us your feedback, we simply request that you send it to us using the links under "General – Contact Us" below or you can choose from the many other listed areas for your feedback. Please provide only specific feedback on our websites and services. Keep in mind that we assume no obligation to keep any feedback you provide confidential and we reserve the right to use or disclose such information in any manner.

To provide feedback, you can contact us as provided under "Contact Us" below.

13. Software Available on the Site.

The Site is controlled and operated by HomeAway or an affiliate of HomeAway in the United States. Software available on the Site (the "Software") is subject to United States export controls. No Software available on the Site or software available any other site operated by HomeAway or an affiliate of HomeAway in the United States may be downloaded or otherwise exported or re-exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods, or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

All Software is the copyrighted work of HomeAway, an affiliate of HomeAway or an identified third party. Your use of such Software is governed by these Terms and the terms of any additional license agreement that accompanies or is included with such Software. If the Software is not accompanied by an additional license agreement, we hereby grant you a limited, personal, nontransferable license to use the Software for viewing and using this Site in accordance with these Terms and for no other purpose.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. COPYING OR REPRODUCING ANY SOFTWARE AVAILABLE ON THIS SITE IS EXPRESSLY PROHIBITED, EXCEPT AS SPECIFICALLY PROVIDED FOR IN A LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

14. Links to Third Party Sites.

This Site may contain links and pointers to other Internet sites, resources, and sponsors of the Site. Links to and from the Site to other third-party sites, maintained by third parties, do not constitute an endorsement by us of any third parties, the third-party sites or the contents thereof. We may also provide tools to allow interaction between the Site and a third party site, such as a Social Media Site. We are not responsible in any way for such third-party sites or resources and your use of such sites and resources will not be governed by these Terms.

15. Limitation of Liability.

IN NO EVENT WILL HOMEAWAY, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES (COLLECTIVELY, THE "HOMEAWAY GROUP"), OR ANY THIRD PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON ANY SITE OF A MEMBER OF THE HOMEAWAY GROUP (EACH A "THIRD PARTY PROVIDER"), BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SITE, (B) THESE TERMS, (C) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (D) USE OF THE SITE, TOOLS OR SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDER PROVIDES, RELATED TO THE BUSINESS WE OPERATE ON THE SITE, BY YOU OR ANY THIRD PARTY (E) ANY USER CONTRIBUTED CONTENT, (F) INTERACTION BETWEEN OUR SITE AND ANY THIRD PARTY SITE, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA SITE, FACILITATED BY A TOOL OR SERVICE ON OUR SITE AND/OR (G) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVE A COMMISSION OR FEE IN CONNECTION THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, ANY THIRD PARTY PROVIDER OR ANY USER OF THE SITE WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE HOMEAWAY GROUP, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.

16. Disclaimers.

THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY SUCH BREACHES. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR USER CONTRIBUTED CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR USER CONTRIBUTED CONTENT TO US AND BY POSTING INFORMATION ON THE SITE, INCLUDING PROPERTY LISTINGS, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THESE TERMS.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD US OR ANY THIRD PARTY PROVIDER RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATION THEREOF, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT A PARTY TO ANY RENTAL TRANSACTION OR OTHER TRANSACTION BETWEEN USERS OF THE SITE. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE (OTHER THAN PURSUANT TO ANY GUARANTEE THE MAY BE OFFERED ON THE SITE) THE SAFETY OF ANY TRANSACTION, RENTAL PROPERTY OR THE TRUTH OR ACCURACY OF ANY LISTING OR OTHER CONTENT PROVIDED ON THE SITE.

YOU FURTHER ACKNOWLEDGE THAT BY DISPLAYING INFORMATION OR PROPERTY LISTINGS IN PARTICULAR DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH DESTINATIONS IS WITHOUT RISK AND ARE NOT LIABLE FOR DAMAGES WITH RESPECT TO TRAVEL TO ANY DESTINATION.

17. Release; Indemnification.

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION OR USER CONTRIBUTED CONTENT) OR ANY THIRD PARTY PROVIDER OR ANY THIRD PARTY WEBSITE THAT MAY BE LINKED TO OR FROM OR OTHERWISE INTERACT WITH THE SITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE EACH MEMBER OF THE HOMEAWAY GROUP, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD EACH MEMBER OF THE HOMEAWAY GROUP (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT ON THE SITE (INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY OTHER USER OR THIRD PARTY), ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF OR POSTED BY OTHER USERS OF YOUR ACCOUNT TO THE SITE, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.

WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

18. Jurisdiction; Choice of Law and Forum; Time Limit.

THIS SITE IS OPERATED BY US IN THE UNITED STATES AND WE MAKE NO WARRANTY THAT THE MATERIALS AND CONTENT ON THE SITE ARE APPROPRIATE OR AVAILABLE FOR USE OUTSIDE OF THE UNITED STATES. THOSE WHO CHOOSE TO ACCESS THE SITE FROM OUTSIDE THE UNITED STATES DO SO ON THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR LOCAL LAWS, IF AND TO THE EXTENT THAT LOCAL LAWS ARE APPLICABLE.

ANY AND ALL SERVICES AND RIGHTS OF USE HEREUNDER ARE PERFORMED, PERFORMABLE AND/OR SOLD IN THE STATE OF TEXAS, UNITED STATES OF AMERICA, AND YOU IRREVOCABLY AGREE AND CONSENT THAT ANY CAUSE OF ACTION YOU MAY SUBMIT IN CONNECTION WITH YOUR USE OF THE SITE OR PURSUANT TO THESE TERMS WILL BE FILED IN THE STATE OR FEDERAL

COURTS IN TRAVIS COUNTY, TEXAS WHICH YOU ACKNOWLEDGE, CONSENT TO AND AGREE WILL BE THE EXCLUSIVE FORUM AND VENUE FOR ANY LEGAL DISPUTE BETWEEN YOU AND US. YOU ALSO AGREE THAT ANY DISPUTE BETWEEN YOU AND US WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

ANY CAUSE OF ACTION YOU MAY HAVE HEREUNDER OR WITH RESPECT TO YOUR USE OF THE SITE MUST BE COMMENCED BY FILING SUIT IN TRAVIS COUNTY, TEXAS, WITHIN ONE (1) YEAR AFTER THE INCIDENT UPON WHICH THE CLAIM OR CAUSE OF ACTION IS BASED FIRST OCCURRED.

19. Additional Terms and Conditions Applicable to Online Booking.

Use of Reservation Manager or other Online Booking Tools We Offer on our Sites. In addition to being bound by the other terms set forth herein, Users and Members who use ReservationManager™ or any other tool provided by us or a third party provider on our Site enabling users to book and/or pay for the rental of properties online on one or more of our Sites (collectively, the "**Booking Services**") are also bound by the following terms, which are in addition to any other terms applicable in connection with using our Site. In addition, if such Booking Services include payment or other services provided by a third party provider, such services are subject to the additional terms and conditions and privacy policies of such third party providers.

Booking Services. We provide Booking Services to manage inquiries, quotes, rental agreements and allow for payments to be made relating to the rental. Please review the following terms and the terms and conditions of any third party provider carefully. If you do not agree to these or such third party provider's terms, you have no right to obtain information from or otherwise continue using our Booking Services. Failure to use our Booking Services in accordance with the following terms of use may subject you to severe civil and criminal penalties and other liability.

Rental Agreement. By utilizing a rental agreement as part of the Booking Services or otherwise displaying terms relating to the rental as part of the online booking process (including such terms that we may require), the user (as "**Guest**") and member (as "**Owner**") each agree to the terms and conditions set forth in the rental agreement or other such terms displayed in the booking process (including without limitation the cancellation refund policy) effective as of the date that the user indicates acceptance of the booking or rental agreement, as applicable. You hereby acknowledge and agree that (a) you are fully responsible for such terms and conditions, (b) any rental agreement used, whether a sample provided by the Site or a rental agreement copied and pasted in ReservationManager (or other online booking tool on the Site) by either party, is used solely at their own risk and expense, (c) nothing contained in the Booking Services, this Agreement, or any sample rental agreement is a substitute for the advice of an attorney, and (d) that you have been hereby advised to obtain local legal counsel to prepare, review and revise as necessary any rental agreements to ensure compliance with federal, state, and local law and their particular circumstances, and to revise the rental agreement as necessary to accurately represent their property, rules, features, etc.

Terms Applicable to Use of Booking Services or Third Party Online Booking Services.

Third Party Booking Services Software. There are some Members, typically property managers, who use software provided by our affiliate, HomeAway Software, or a third party. Such software ("**Other Booking Services**") may be governed by terms provided by the third parties or Members making such Other Booking Services available. Users who use such Third Party Booking Services are responsible for complying with such terms in addition to our Terms, including, but not limited to the following.

Timing of Acceptance of Booking Requests and Payment Processing Applicable to Property Managers and Other Members Using Online Booking. Members who are property managers and other members who use our online booking tools agree to use commercially reasonable efforts to respond to all booking requests from travelers within 24 hours of receipt of a request for booking. Such Members further agree to take commercially reasonable efforts to cause all traveler payments to be processed within 24 hours of authorization by the traveler for such payment.

Property Damage Protection. By utilizing and/or purchasing Property Damage Protection you agree to the terms and conditions under the Property Damage Protection plan, acknowledge that you understand that certain policy restrictions apply, and agree that Property Damage Protection may be included in the rental. You further acknowledge and agree that (a) although the Property Damage Protection policy will pay a maximum benefit up to the policy limit, you remain fully responsible for the care and condition of the property and for any damage to the property, (b) you remain fully responsible for any damages that are not covered by the policy or that exceed the policy limits, (c) if during you stay at the vacation rental (if applicable) you, as the insured person under the Property Damage Protection plan, causes any damage to real or personal property of the member as a result of inadvertent acts or omissions, you will be responsible for the cost of repair or replacement of such property and hereby authorize and request CSA Travel Protection and Insurance Services to pay directly the Member any amount payable under the terms and conditions of the Property Damage Protection plan up to a maximum benefit of the policy limit. Full details of the Property Damage Protection coverage are contained in the Description of Coverage <https://www.propertydamageprotection.com/pdf/100HADoc.pdf>

(/web/20150813225922/<https://www.propertydamageprotection.com/pdf/100HADoc.pdf>). Members further acknowledge and agree that they will choose the plan level with the appropriate level of coverage needed for each property and that they will offer that same plan level to all Users agreeing to rent this property.

Carefree Rental Guarantee. By utilizing and/or purchasing Carefree Rental Guarantee you agree to the terms and conditions of the Carefree Rental Guarantee found here: <http://guarantee.homeaway.com/tac> (/web/20150813225922/<http://guarantee.homeaway.com/tac>).

Cancellation Protection. By utilizing and/or purchasing Cancellation Protection you agree to the terms and conditions under the plan and acknowledge that User understands that certain policy restrictions apply. Full details of the Cancellation Protection coverage are contained in the Description of Coverage <http://www.csatravelprotection.com/certpolicy.do?productclass=G-330CSA> (/web/20150813225922/<http://www.csatravelprotection.com/certpolicy.do?productclass=G-330CSA>).

20. Responsibility for Property and Traveler Liability. We do not provide liability insurance protection for owners, property managers, or travelers; regardless of whether a user obtains insurance coverage through one of our third party providers. Users are solely responsible for obtaining insurance coverage sufficient to protect their properties and guests or their trip, as applicable. Members agree that they have or will obtain the appropriate insurance coverage sufficient to cover the rental of the properties they list on the Site prior to the arrival of their first traveler and will maintain adequate insurance coverage through the departure date of any traveler they have obtained via one of our Sites. Further, Members agree to provide us with copies of relevant proof of coverage upon request.

21. GENERAL

Contact Us: To contact us for any reason, users can visit help.homeaway.com.

HomeAway Corporate Entities: The following Sites are operated by the following Subsidiaries of HomeAway, Inc., a Delaware corporation.

HomeAway.com, VRBO.com and VacationRentals.com, and any subdomains thereof, are operated by HomeAway.com, Inc., a Delaware corporation.

Software/HomeAway.com, InstantSoftware.com, Escapia.com, ClearStay.com and HomeAwaySoftware.com, and any subdomains thereof, are operated by HomeAway Software, Inc., as of December 31, 2011 and prior to such date, InstantSoftware.com was operated by Instant, Inc. and Escapia.com and ClearStay.com were operated by Escapia, Inc.

Your agreement to abide by these Terms, the Privacy Policy and any other terms posted on any Site, with respect to any Site you use, is between you and the entity listed above operating such Site.

No Agency: Our relationship is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these Terms or your use of the Site.

Notices: Except as explicitly stated otherwise, any notices to us shall be given by postal mail to:

HomeAway.com, Inc., Attn: Legal Department, 1011 W. Fifth Street, Suite 300, Austin, Texas 78703

When we need to send you notice, it will be sent to the email address you provide to the Site during the registration process or as later updated in your account (if applicable). Notice shall be deemed given upon receipt or 24 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any physical or electronic address provided to us during the registration process or as later updated in your account (if applicable). In such case, notice shall be deemed given three days after the date of mailing to a physical address and one day after mailing to an electronic address.

Changes to the Site or these Terms and Conditions: We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database, or content. We may also impose limits on certain features or services or restrict your access to parts or the entire Site without notice or liability.

This version of the Terms became effective on the date set forth above and this version amends the version effective prior to such date. We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time, with or without your consent and you acknowledge and agree that your consent to any such amendment is not required in the event the proposed amendment is clerical and/or non-substantive in nature. Notification of any amendment will be posted on the Site by the indication of the last amendment date at the top of these Terms and will be effective immediately. If you disagree with any non-clerical and/or substantive amendment to these Terms, then (i) your sole remedy as a traveler, or any other user other than a member, is to discontinue your use of the Site, and (ii) your sole remedy as a member is to withhold your consent to the applicability of the proposed amendment to your use of the Site, in which case your use of the Site will continue to be governed by the terms and conditions that were applicable to your use of the Site during the then current term of your subscription as the same were in effect immediately prior to the proposed amendment and you agree that you are responsible for keeping a copy of such terms. When members renew subscriptions, the terms in effect at the time of renewal will govern, provided that such terms may change as described above.

We also reserve the right, in our sole discretion and from time to time, to offer programs, products or services with unique terms and conditions that are separate from and may supersede or supplement in certain respects these Terms. In such cases, your use of the Site with respect to such special program is governed by these Terms together with the terms and conditions of such program, product or service.

We reserve the right, but assume no obligation, to agree to different or conflicting terms and conditions with respect to any user. Any such terms and conditions will not be enforceable unless specifically agreed to by us.

Subscription rates and fees (including any commissions) charged for any listing that is not subscription based (such as pay-per-booking or pay-per-lead) are set at the time of a user or member's purchase of the subscription or renewal or sign up for the non-subscription based, listing, as applicable. Such rates and fees are subject to change without notice or approval. For subscription listings, the rates in effect at the time of the member's next subscription renewal, new listing or a member's upgrade or any other additional or new order of any product or service will govern for such renewal or other order. The fees and commissions applicable to pay-per-booking listings offered on one or more Sites will be displayed under the "List Your Property" tab when such product is generally made available on a Site or shall be otherwise set forth in a communication between us and the member.

The types of products and services (including the features, terms and operation thereof) offered at the time of a member's subscription or sign up for a non-subscription based listing are subject to the descriptions displayed at the time of use and/or purchase and are subject to change without notice or approval. We further reserve the right to offer additional products, services or features for purchase at any time. See also the section below relating to auto renewal of subscriptions.

Your Record of These Terms: We do not separately file the Terms entered into by each user of the Site. Please make a copy of these Terms for your records by printing and/or saving a downloaded copy of the Terms on your personal computer.

Enforcement of These Terms: We may immediately terminate any user's access to or use of the Site due to such user's breach of these Terms or any other unauthorized use of the Site. However, we do not guarantee that we will take action against all breaches of these Terms. Our failure to take immediate action with respect to a breach by you or others does not waive our right to act with respect to such breach or any other breach. Any action or inaction by us in response to any breach of these Terms does not limit our rights with respect to actions we may take in response to any other similar or different type of breach.

Entire Agreement, Conflict, Headings and Severability: These Terms constitute the entire agreement between us and you with respect to the matters set forth herein, and supersede any prior agreement between us and you with respect to your use of the Site. Headings in these Terms are for reference only and do not limit the scope or extent of such section. In the event of any conflict between these Terms and any other terms and conditions applicable to a product, tool or service offered on our Site, the Terms herein shall prevail. If any portion of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms shall remain in full force and effect. Further, any provision of these Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Assignment: We may assign these Terms in our sole discretion. Users must obtain our prior written consent to assign these Terms, which may be granted or withheld by us in our sole discretion.

Additional Terms and Conditions Applicable to Our Members

In addition to being bound by the Terms set forth above, members who purchase subscriptions to advertise a property on the Site are also bound by the following terms, which are in addition to any other terms agreed to in connection with purchasing or renewing a subscription.

22. Member Eligibility; Accuracy of Information; Representations.

Our services may only be used by members who can form legally binding contracts under applicable law. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms. Each member represents and covenants that all information submitted to us and to the Site during such member's registration with the Site shall be true and correct. Each member further agrees to promptly provide notice to the Site by contacting us as provided above under "General – Contact Us" regarding any updates to any such contact information previously submitted by such member to the Site. Each member agrees to promptly provide such proof of personal identification, proof of ownership of the property listed on the Site, and proof of authority to list the property as we may request. Each member further represents and covenants that: (i) it owns and/or has all necessary rights and authority to offer for rent and to rent the property listed by such member; (ii) it will not wrongfully withhold a rental deposit in breach of the underlying rental agreement; (iii) that it will accurately describe the subject rental property, will not fail to disclose a material defect in, or material information about, a rental property and will upon request, or otherwise from time to time, review the property listing content and location or geographic description to ensure it is accurate and not misleading; (iv) that it will not wrongfully deny access to the listed property; and (v) that it will not fail to provide a refund when due in accordance with the applicable cancellation policy or underlying rental agreement. Upon our request, each member agrees to promptly provide to us such proof of personal identification, proof that the condition, location, or amenities associated with the property are accurately described in the listing, proof of ownership of the property listed on the Site, and/or proof of authority to list the property as we may request.

23. Appearance in Search Results.

We cannot guarantee that your listing will appear in any specific order in search results on a Site. Search order will fluctuate based on a variety of factors such as search parameters, subscription level purchased, listing quality, how frequently a calendar is updated, and other factors that we may deem important to the user experience from time to time. Listing appearance or order in any particular search result may also vary depending on the search criteria used by the particular traveler. We reserve the right to apply various search algorithms or to use methods to optimize results for particular travelers' experiences and the overall marketplace. Listings placed on a non-subscription basis, such as pay-per-booking, may not always appear in search results in any particular subscription level or at all. Listings distributed on third party sites are not guaranteed to display on such third party site in any particular order or at all. Search results and sort order may appear different on HomeAway's mobile application than they appear on the Site. To optimize the search experience for both members and travelers, HomeAway retains the right to run occasional tests that will be limited in duration but may alter how we display search results and subscription levels.

24. Content, Layout and Copy.

All content and copy edits submitted by members are subject to review and approval by us in our sole discretion. We reserve the right to refuse to publish any content that we determine in our sole discretion does not meet these Terms or is otherwise unacceptable to us. However, we assume no duty to review content and we shall not have any liability for any loss or damage resulting from the design or positioning of the copy, properties, content and/or photographs or any change made to any content, photograph or copy submitted by any member. All content must meet these Terms and our Content Guidelines ([/web/20150813225922/http://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines%22%20%5Ct%20%22_blank](http://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines%22%20%5Ct%20%22_blank)). We reserve the right to edit content submitted to the Site in a non-substantive manner solely to cause the content to comply with our content guidelines or formatting requirements. Members are responsible for reviewing and ensuring that any content displayed on the Site appears as the member intended.

25. Photographs.

Photographs should depict the vacation rental as the main subject of the photograph and may not include children or adults if you do not have their legal consent or any information that would violate the privacy rights, intellectual property rights or any other rights of a third party. Photographs must meet our Content Guidelines ([/web/20150813225922/http://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines](http://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines)). We reserve the right not to display or to remove any photographs that we determine, in our sole discretion, do not meet these Terms or are otherwise unacceptable to us.

By submitting a photograph to us, the member represents and warrants that (a) (i) it holds all intellectual property rights with respect to each submitted photograph, or (ii) it has secured from the copyright holder all rights necessary for the photograph to be used in an online advertisement, (b) that any people in the photograph have given permission for their likeness to be displayed in an online advertisement on the Site, (c) that the photograph accurately and fairly represents the subject of the photograph and has not been altered in any manner that would mislead a viewer of that photograph, and (d) that it will indemnify and hold harmless the Site and any member of the HOMEAWAY Group from any cause of action arising from any misrepresentation with respect to any and all photographs so submitted.

It is the member's responsibility to obtain reproduction permission for all photographic and other material used in its listings. The member warrants that it is the owner of the copyright in such material or is authorized by the owner thereof to grant to us the rights therein contained and agrees to provide any proof of such rights to us that we may request.

Further, each member agrees that we may reproduce in whole or in part any photographic material supplied by such member in the promotion of either such member's property or the promotion of the Site.

26. Uses of Our Trademarks or Logos.

There are limited ways in which you may use our trademarks or logos without specific prior written authorization. The following are general guidelines: It is usually permissible for you to refer to HomeAway or the name of one of our affiliate websites on which you list your property in a descriptive manner in your listing on the Site or in other permissible communications. For example, you might say "Check out my vacation rental on HomeAway," or "I list properties on HomeAway." However, you may not refer to HomeAway or any of our affiliates in any way that might lead someone to believe that your company or site is sponsored by, affiliated with, or endorsed by HomeAway or one

of our affiliates. For example, you may not say "HomeAway sponsors my vacation rental," or describe your property as "HomeAway's best vacation rental." You may not use the HomeAway name or one of our affiliates' names on any other website that lists vacation rentals without our prior written authorization.

The HomeAway name and logo and those of the HomeAway Group and our affiliates are registered trademarks in the United States and other jurisdictions around the world. We generally do not permit the use of our names and logos, other than as described above or with our prior written authorization. If you want permission to use our name and/or logo in any other manner, including, without limitation, on any website, business card, signage, t-shirts, etc., or if you have other questions, you may visit help.homeaway.com.

27. Hypertext Links.

We reserve the right to refuse hypertext links to, or addresses of, other web sites from members' pages, and to remove links or web addresses without notice at our sole discretion. Further, we reserve the right to charge for hypertext links at any time.

28. Substitution of Properties; Advertising More Than One Property; Property Managers.

Each listing must relate to an individual and uniquely identified property, unless (i) you are a property manager who has signed up for one of our packages for members who are property managers or (ii) you otherwise purchased a listing package that expressly allows for substitution of properties. This means that:

(a) The property in a listing may not be substituted for another property without our consent. We may approve a request in our discretion if the property manager's contract for the property was terminated and the member provides sufficient proof, as requested by us, and completes any additional request forms we may request. The term of the subscription for any substituted property shall be the same as the term of the originally listed property (i.e., the term will not be extended past the original term).

If a member submits changes to an existing listing that, if approved, would substantially alter the listing to make it that of another property, then we have the right to terminate the listing and may choose, in our sole discretion, to retain any fees associated with the term of the previously existing listing as compensation for the violation of this condition.

(b) The listing specifically cannot be a mere example of properties in a given area. Only one property can appear on each listing, unless it is a property with multiple rental units on the same site and additional advertising units are purchased. We reserve the right to amend the copy or remove any listing when more than one property is described in such listing, and may choose, in our sole discretion to retain any fees associated with the initial term of such non-conforming listing as compensation for the violation of this condition.

(c) Members who manage twenty or more properties should contact HomeAway for Property Managers at (888) 581-1849 to discuss the packages that may best suit their needs. All other subscription listing packages require one subscription per listing (one subscription per property). Contact HomeAway for Property Managers for additional information.

29. Unauthorized Payment Methods; Subscription Payments; Automatic Renewal of Subscription Payments.

Payments between members and travelers: We are not a party to any payment transaction between members and travelers, even if we receive a commission in connection with any payment transaction. No member may request any traveler to mail cash, or utilize any instant-cash wire transfer service such as Western Union or MoneyGram in payment for all or part of a property rental transaction. Any violation of this term or any other unacceptable payment methods that may be posted on the Site may result in the immediate removal of the non-conforming listing from the Site without notice to the member and without refund. From time to time, we may become aware of users attempting to conduct a transaction that would involve an unauthorized payment method or a fraudulent payment method. Ideally, we hope to be able to assist users in avoiding such transactions, but we assume no liability or responsibility to do so or to inform users of any such actual or suspected activity.

Payments for subscriptions: Payment for subscription listings must be made to us in U.S. Dollars paid either by major credit or debit card, or a check drawn on a U.S. bank.

Automatic Renewal of Subscriptions: For any subscription paid for by credit card, such subscription shall automatically renew at the expiration of the then-current term for an additional term of the same duration (as the previous term) and at the then-current non-promotional subscription rate. If such subscription was purchased by check or another form of payment other than by credit card (if such other payment form was permitted), such subscription shall not be automatically renewed. Automatic renewal applies to all subscriptions purchased by credit card. The automatic renewal feature allows your service to remain uninterrupted at the expiration of your then-current term. If you wish to turn off auto-renewal, you must log on to your account and manually turn off auto-renewal in your owner dashboard (for HomeAway.com, VRBO.com and VacationRentals.com), at least 5 days prior to expiration of the then-current term. Upon any such turning off auto-renewal, your subscription will remain active through the expiration of your then-current subscription term; however your subscription will not be automatically renewed upon the expiration of your then current term. If your subscription does not auto-renew or expires at the end of your then current subscription term and you desire to renew your subscription, you will be required to pay the then-current non-promotional subscription rate to renew your subscription or to activate a new subscription.

If you do not turn off auto-renewal and you continue to use our subscription service, you re-affirm and authorize us to charge your credit card at the end of each subscription term for an additional term of the same duration as the initial term and at the then-current non-promotional subscription rate for the same product or service.

If the product or service that you last purchased has changed in any way or is no longer offered, you agree and authorize us to charge your credit card at the renewal of your subscription term for a product or service that is the most similar, as determined by us, to the product or service that you previously purchased, even if the price of such product or service is not the same of the prior product or service that you purchased. You agree to be responsible for any such charges, and we reserve the right to obtain payment directly from you if necessary.

If you wish to avoid billing of subscription fees for the renewal term to your credit card, you must turn off auto-renewal for your subscription at least 5 days before it renews. If you wish to change your credit card to be charged or if your credit card information otherwise changes, see help.homeaway.com for FAQ information on updating the information in your owner dashboard, as applicable or to provide the new or different credit card information, as applicable, to provide the new or different credit card information.

Non-Subscription Listings: If a Site enables you to list your property on a basis other than by subscription, you agree to pay us compensation as described to you in the sign up process for each rental of the property displayed in such listing, which terms may be updated by us from time to time without notice by us displaying the terms on the Site on which you signed up for the listing. The sign up process and additional notices you may receive from us may also provide additional terms and conditions for such listings.

30. Subscription Term, Refund Requests and Termination or Transfer of Listings.

Subscription Term: All subscription listings are sold to run the full term that is chosen by the member. The term starts on the date that the member submits the full or initial (as applicable) payment and expires on the last date of the term chosen by the member. For example, for an annual subscription term, if the member submits payment for the subscription on July 1st, the subscription would expire on June 30 of the following year.

Refund Requests: Generally, no refunds are available unless a member qualifies for a refund under any guarantee program we may have in effect. If you believe you qualify for a refund under a guarantee we are offering, you may contact customer support by sending your request to the address listed under "General – Contact Us" above and include your listing number, and your reason for dissatisfaction. We will then determine, in accordance with the applicable guarantee program, whether any refund is due.

Refund Requests for Subscription Listings Not Completed: In the event you purchase a subscription for a listing but do not complete the creation of the listing or the listing does not get posted after purchase for any other reason, refund requests will be considered only during the first three (3) months following the purchase date. If within such three (3) month period you do not complete the creation of your listing as we may require to display such listing on the Site (i) you shall not be entitled to any refund and (ii) your subscription will expire no more than 15 months from the purchase date of the subscription regardless of the listing posting date.

If you renew your subscription, or if your subscription automatically renews under its terms of your subscription, your listing will remain online for the entire subscription period without refund. If you sell your property and no longer wish for the listing to remain online, please contact us and we can remove the listing; however, no refund will be owed.

Our Right to Terminate a Listing: If, in our sole discretion, any member submits unsuitable material to our Site or into our database, misuses the Site or our online system or is in material breach of these Terms, we reserve the right to terminate such member's subscription(s) immediately without refund. In addition, if we become aware of or receive a complaint or a series of complaints from any user or other third party regarding a member's listing or rental practices that, in our sole discretion, warrants the immediate removal of such member's listing from the Site (for example, and without limitation, if a member double-books a property for multiple travelers on the same date, or engages in any practice that, in our sole discretion, would be considered deceptive, unfair or improper within the vacation rental industry or in an online marketplace for vacation rentals, if we determine or suspect that the member's payment-related practices or procedures are not secure, legal or otherwise proper, or if we receive a complaint that any listing's content infringes on the rights of a third party), then we may immediately terminate such member's listing(s) or subscription(s) without notice to the member and without refund. We assume no duty to investigate complaints. Finally, if any member is abusive or offensive to any employee or representative of the HomeAway Group, we reserve the right to terminate such member's listing(s) or subscription(s) immediately without refund. Finally, if any member is in breach of these Terms or its obligations to us or any of our third party providers then we may terminate such member's subscription(s) immediately without notice to the member and without refund.

Transfer of Listing to a Third Party: No listing may be transferred to another party. In the event of a property sale or change in property management, HomeAway will provide guidance on options for creating a new listing.

31. Additional Terms Applicable to Pay-Per-Booking Listings.

A description of the features and applicable fees and commissions that will apply to pay-per-booking listings will be displayed under the "List Your Property" tab of the Site offering such product, when made generally available.

When available, pay-per-booking listings may be agreed to by property owners and managers approved for an online payments account. Such accounts are subject to the additional terms, conditions and requirements set forth during the sign up for such an account, including those of our third party providers. Online booking and payments is required for all pay-per-booking listings. Online payments are provided by third party providers and are subject to the terms and conditions and privacy policies of such providers.

Pay-per-booking listings may be converted to subscription listings at any time; however any bookings already made shall remain subject to applicable pay-per-booking fees and commissions.

Cancellation policies are required for all pay-per-booking listings, and requirements for such cancellation policies shall be displayed through the "List Your Property" tab of the Site offering the pay-per-booking listing. To the fullest extent legally permissible, Members who list their properties in a pay-per-booking listing, agree to rent such properties through such listing and not through any other means.

32. Distribution of Listings to Third Party Websites.

To enable Members to obtain broader distribution of their properties, we may provide your listing information, or otherwise provide for the distribution of, your listing on a Third Party Website. Additional terms and conditions may apply to such distributions, as we may notify you of via your online account or email.

(/web/20150813225922/http://www.homeaway.com/)

(/web/20150813225922/http://www.vrbo.com/)

(/web/20150813225922/http://www.homeaway.com/)

(/web/20150813225922/http://www.vacationrentals.com/)

(/web/20150813225922/http://www.homelidays.com/)

(/web/20150813225922/http://www.ownersdirect.co.uk/)

(/web/20150813225922/http://www.abritel.fr/)

(/web/20150813225922/http://www.aluguetemporada.com.br/)

(/web/20150813225922/http://www.fewo-direkt.de/)

(/web/20150813225922/http://www.toprural.com/)

(/web/20150813225922/http://www.bookabach.co.nz/)

(/web/20150813225922/http://www.stayz.com.au/)

(/web/20150813225922/http://www.travelmob.com/)

View more of the HomeAway Family

List Your Property (/web/20150813225922/http://www.vrbo.com/info/list-your-property) |
Testimonials (/web/20150813225922/http://www.vrbo.com/info/testimonials) | Advantages (/web/20150813225922/http://www.vrbo.com/info/advantages) |
Rental Guarantee (/web/20150813225922/http://guarantee.homeaway.com/vrbo/) | Links (/web/20150813225922/http://www.vrbo.com/info/links) |
Luxury from HomeAway (/web/20150813225922/http://luxury.homeaway.com/?utm_source=vrbo&utm_medium=cross%20brand&utm_content=jahia&utm_campaign=v

(/web/20150813225922/http://www.gogobot.com/)
Insider Guides provided by

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(/web/20150813225922/http://www.vrbo.com/info/termsandconditions) and Privacy Policy (/web/20150813225922/http://www.vrbo.com/info/privacy). "VRBO" and
"Vacation Rentals by Owner" are registered trademarks of HomeAway.com, Inc. and cannot be used without permission.

EXHIBIT C

Search by property number, destination, or keyword



Check-in

Check-out

Search

Terms and Conditions

Last updated: September 15, 2015

By using or accessing HomeAway.com, VRBO.com, GreatRentals.com, VacationRentals.com, CyberRentals.com, HomeAway.com.mx, HomeAway.ca, HomeAway.com.ar, HomeAway.com.co, software.HomeAway.com, InstantSoftware.com, Escapia.com, ClearStay.com, a subdomain of any such websites, any mobile application for such websites or any other website operated by us on which these Terms and Conditions are posted via a link or otherwise (each referred to herein as a "**Site**"), you acknowledge that you agree to and are subject to the following terms and conditions, as well as our **Privacy Policy** (/web/20151204064530/https://www.homeaway.com/info/about-us/legal/privacy-policy.html) (collectively, the "**Terms**"). If you do not fully agree to these Terms, Privacy Policy and any other terms and conditions posted or linked to any Site, you are not authorized to access or otherwise use the Site. Under these Terms, "**use**" or "**access**" of the Site specifically includes any direct or indirect access or use of the Site or any cached version of the Site and any direct or indirect access or use of any information or content on the Site, regardless of how obtained and the term "**Site**" includes, without limitation, any cached version thereof.

Each Site is operated by HomeAway.com, Inc. (a subsidiary of HomeAway, Inc.) or a subsidiary of HomeAway, Inc., as explained further under "General – HomeAway Corporate Entities" below. Unless otherwise specified, the entity controlling the Site you are accessing is referred to herein as "**HomeAway**," "**we**," "**us**" or "**our**".

You should read through all the Terms carefully. The Terms constitute a legally binding agreement between you and HomeAway. You are not authorized to use this Site unless you are at least 18 and able to enter into legally binding contracts. We do not knowingly collect the information of anyone under the age of 18.

If you arrived on the Site after having been re-directed or otherwise clicking on another website, you agree that these Terms shall govern your use of this Site.

1. The Site is a Venue and We are Not a Party to any Rental Agreement or other Transaction Between Users of the Site.

We urge all users to be responsible about their use of this Site and any transaction entered into as a result of either listing a property or renting a property. We do not own or manage, nor can we contract for, any vacation rental property listed on a Site. HomeAway.com and other Sites act as a venue to allow homeowners and property managers who advertise on the Site (each, a "**member**") to offer for rent in a variety of pricing formats, a specific vacation or short term rental property to potential renters (each, a "**traveler**" and, collectively with a member, the "**users**"). rent (also referred to as "**users**" herein). "Members" may also include property owners or managers who originally advertised their properties on another website and their listings have been redistributed on the Site. We also may offer online booking or other tools or services to allow users to communicate with each other and enter into rental agreements or other transactions.

We are not a party to any rental or other agreement between users. This is true even if the Site allows you to book a rental or provides other ancillary products or services, as the Site may facilitate booking a rental or other tools, services or products, but we are not a party to any rental or other agreement between users.

As a result, any part of an actual or potential transaction between a traveler and a member, including the quality, condition, safety or legality of the properties advertised, the truth or accuracy of the listings (including the content thereof or any review relating to any property), the ability of members to rent a vacation property or the ability of travelers to contract for properties are solely the responsibility of each user. You acknowledge and agree that you may be required to enter into one or more separate agreements, waivers or terms and conditions prior to making a booking or purchasing a product or service and may place additional restrictions on your booking, product or service.

Responsibility for applicable laws, rules and regulations: Users agree that they are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any tool, service or product offered on the Site and any transaction they enter into on the Site or in connection with their use of the Site.

Members further agree that they are responsible for and agree to abide by all laws, rules and regulations applicable to the listing of their rental property and the conduct of their rental business, including but not limited to any and all laws, rules, regulations or other requirements relating to taxes, credit cards, data and privacy, taxes, permits or license requirements, zoning ordinances, safety compliance and compliance with all anti-discrimination and fair housing laws, as applicable. Please be aware that, even though we are not a party to any rental transaction and assume no liability for legal or regulatory compliance pertaining to rental properties listed on the Site, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to your listing in order to comply with governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with or disregard such obligation in our sole discretion. Members who accept credit card, banking or other payment information from travelers agree to properly handle and safeguard all such information in accordance with applicable legal and regulatory requirements and best practices.

Travel Advisories: Although most travel is completed without a serious incident, travel to some destinations may involve more risk than others. We urge travelers to research the location they wish to visit and to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking. Information may be found at www.state.gov (/web/20151204064530/http://www.state.gov/), www.tsa.gov (/web/20151204064530/http://www.tsa.gov/), www.dot.gov (/web/20151204064530/http://www.dot.gov/), www.faa.gov (/web/20151204064530/http://www.faa.gov/), www.cdc.gov (/web/20151204064530/http://www.cdc.gov/), www.treas.gov/ofac (/web/20151204064530/http://www.treas.gov/ofac) and www.customs.gov (/web/20151204064530/http://www.customs.gov/).

Warnings of Suspicious Activity: While we do take certain measures with a goal to assist users to avoid potentially fraudulent or other illegal activity of which we become aware, we assume no liability or obligation to take any such measures or actions. When we provide warnings or messages to users about any such activity, we do not warrant that such messages are accurate or that such messages will reach any or all users they should have reached in a timely manner or at all or that such messages or measures will prevent any harm or otherwise have any impact.

2. Limited License to Use the Site.

Users are granted a limited, revocable, non-exclusive license to access the Site and the content and services provided on the Site solely for the purpose of advertising a vacation or short term rental property, searching for a property, purchasing or researching (for the purpose of inquiring about purchasing) any of the products or services offered on any Site, participating in an interactive area hosted on any Site or for any other purpose clearly stated on a Site, all in accordance with the Terms. Any use of the Site that is not for one of these purposes or otherwise in accordance with the Terms or as otherwise authorized by us in writing is expressly prohibited.

3. Unauthorized Uses of the Site.

The license to use the Site only extends to the uses expressly described herein. The license to use the site granted to users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engines" do not include a website or search engine or other service that provides classified listings or property rental advertisements, or any subset of the same or which is in the business of providing vacation property rental services or other services that compete with us.

Unauthorized uses of the Site also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously specifically agreed to by us:

- Any commercial use (other than by members with a fully paid up subscription in good standing (a "**valid subscription**") or by members pursuant to a valid license to software offered on a Site (a "**valid license**") of the Site or any content on the Site;
- Any use of the Site or the tools and services on the Site for the purpose of booking or soliciting a rental for a property other than a property listed under a valid subscription;
- Copy, reproduce, upload, post, display, republish, distribute, or transmit any part of the content in any form whatsoever;
- Reproduce any portion of the Site on your website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;
- Deep-link to any portion of the Site without our express written permission;
- Modify, translate into any language or computer language, or create derivative works from, any content or any part of the Site;
- Reverse engineer any part of the Site;
- Sell, offer for sale, transfer, or license any portion of the Site in any form to any third parties;
- Use any robot, spider, scraper, other automatic device, or manual process to monitor, copy, or keep a database copy of the content or any portion of the Site;
- Use the Site and its inquiry functionality other than to advertise and/or research vacation rentals, to make legitimate inquiries to our members or any other use expressly authorized on the Site;
- Use the Site or post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
- Use or access the Site in any way that, in our sole discretion, adversely affects or could adversely affect the performance or function of the Site or any other system used by us or the Site.

If you are aware of or experience any content, activity or communication through or in connection with the Site that appears to be in violation of the above restrictions, or in violation of any other provision of these Terms, we ask that you please inform us of any such violation by contacting us as set forth under "Contact Us" below.

4. Proprietary Rights and Downloading of Information from the Site.

The Site and all content and information on the Site are protected by copyright as a collective work and/or compilation, pursuant to applicable U.S. and international copyright laws and conventions and database rights. You agree to abide by any and all copyright notices, information, or restrictions contained in or relating to any content on the Site. Copying, storing or otherwise accessing the Site or any content on the Site for other than for your personal, noncommercial use (other than in accordance with a valid subscription) is expressly prohibited without prior written permission from us.

As part of the rental inquiry process, for your own personal, noncommercial use and not for further distribution, you may download, display, and/or print one copy of any portion of the Site. You may not modify the same, and you must reproduce our copyright notice in the form displayed on the relevant portion(s) of the Site that you desire to download, display or print.

5. Your E-mail Address and Data; Our Privacy Policy; Data Transmittal.

When you provide your e-mail address, name or other information to us in connection with your use or access to the Site, any service or tool provided on the Site or otherwise, you agree to allow the Site and its affiliated websites to add your e-mail address, name or other information provided to our database of users. You may receive one or more promotional e-mails from either the Site or a website of one of HomeAway's affiliates. You are welcome to opt not to receive such promotional e-mails from the Site or such affiliates' websites at any time. Please review our Privacy Policy ([/web/20151204064530/https://www.homeaway.com/info/about-us/company-info/legal/privacy-policy](http://web/20151204064530/https://www.homeaway.com/info/about-us/company-info/legal/privacy-policy)) for more information regarding our email and other data collection practices and safeguards, and how to opt not to receive such

emails. Your use of the Site signifies your acknowledgment of, and agreement, with our Privacy Policy.

Each user acknowledges and agrees that, regardless of such user's physical location, we may store and process any data transmitted to the Site from such user at locations both within and outside of the United States.

In the event that you use any of our tools that we may from time to time offer that integrate in any way with a third party website to which you have provided data or information, you acknowledge and agree that such third party website shall be responsible for how the data or information you have provided to such website is handled.

6. Identity Verification.

User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of each user's purported identity. We encourage you to communicate directly with a traveler or member through the tools available on the Site, though even this does not assure you of the identity of the person with which you are communicating. We further encourage you to take other reasonable measures to assure yourself of the other person's identity and, for travelers, of the property and relevant details of your booking or proposed booking.

You agree to (i) keep your password and online ID for both your account with us and your email account secure and strictly confidential, providing it only to authorized users of your accounts, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new online ID and password if you believe your password for either your account with us or your email account may have become known to an unauthorized person, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. Further, if we suspect any unauthorized access to your account, upon our request, you agree to promptly change your ID and password and take any other related action as we may reasonably request.

We discourage you from giving anyone access to your online ID and password for your account with us and your email account. However, if you do give someone your online ID and online password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account with us or your email account, even those transactions that are fraudulent or that you did not intend or want performed.

EACH USER ACKNOWLEDGES AND AGREES THAT: (1) NEITHER HOMEAWAY NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S ID OR PASSWORD; AND (2) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD FOR YOUR HOMEAWAY ACCOUNT OR YOUR EMAIL ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH HOMEAWAY AND OTHER USERS. Further, we may, without notice to you, suspend or cancel your listing at any time even without receiving notice from you if we suspect, in our sole discretion, that your account with us or your email account is being used in an unauthorized or fraudulent manner.

7. Limitations on Communications and Use of Other Users' Information; No Spam.

You agree that, with respect to other users' personal information that you obtain directly or indirectly from or through the Site or through any Site-related communication, transaction or software, we have granted to you a license to use such information only for: (a) Site-related communications that are not unsolicited commercial messages, (b) using services offered through the Site, and (c) inquiring about or otherwise facilitating a financial transaction between you and the other user related to the purpose of the Site (such as inquiring about or booking an online booking or charging a personal credit card). Any other purpose will require express permission from the user. You may not use any such information for any unlawful purpose or with any unlawful intent.

In all cases, you must give users an opportunity to remove their information from your address book or database or other records and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this provision, may you disclose personal information about another user to any third party without both our consent and the consent of the other user. You agree that other users may use your personal information to communicate with you in accordance with this provision. Further, you agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss, or unauthorized transfer of such information.

We do not tolerate spam or unsolicited commercial electronic communications of any kind. Therefore, without limiting the foregoing, you are not licensed to add a Site user, even a user who has rented a vacation property from you or to you, to your mailing list (email or physical mail) without the user's express consent. You may not use any tool or service on the Site to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate these Terms. You are responsible for all content you provide to the Site or through any tool or service provided on the Site.

8. Responsibility for Property Listings, Reviews and Other User contributed Content; Participation in Interactive Forums.

We have no duty to pre-screen content posted on the Site by members, travelers or other users, whether directly contributed by the user or contributed by us or a third party on behalf of the user (including, without limitation, property listings, reviews of a rental property, participation in an interactive community, forum or blog (each an **"Interactive Forum"**) or any other content provided by a user to the Site), (collectively, **"user contributed content"**). We are not responsible for user contributed content. **"User contributed content"** also includes information that a user or any other person provided to a third party website or mobile application which is then provided to our Site by a tool we offer or any other exchange of user contributed content we have authorized.

We reserve the right to decline to permit the posting on the Site of or to remove from the Site any user contributed content that fails to meet our Content Guidelines ([/web/20151204064530/https://www.homeaway.com/info/homeaway/owner-marketing/reviewsguidelines](http://web/20151204064530/https://www.homeaway.com/info/homeaway/owner-marketing/reviewsguidelines)), any other guidelines posted on a Site or if it otherwise violates these Terms, each as determined in our discretion. We may also remove user contributed content if it is brought to our attention, such as by notice given to us by a user or any third party that any part of these Terms, or any other requirements governing the posting of such content, has/have been apparently breached in respect of such content, as determined in our consent. Finally, we reserve the right, but do not assume the obligation, to edit a member's content or user contributed content in a non-substantive manner solely to cause the content to comply with our content guidelines or formatting requirements or to provide services to members to create or improve on listings (such as translation services), in accordance with information we have about the property listed. Users remain responsible for reviewing their user-contributed content to ensure it is accurate and not misleading.

At a minimum, user contributed content must (as determined by us in our discretion):

- not infringe anyone's rights, violate the law or otherwise be inappropriate;

- not include personal information of another that can be used to identify or contact any person;
- not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations;
- be directly related to the Site, business service, product or forum where the content is submitted;
- not be obscene, abusive, discriminatory or illegal content; or
- not be false or misleading.

Property Listings: All property listings on the Site are the sole responsibility of the member (who may be the owner or a property manager or duly authorized property manager or agent of the owner) and we specifically disclaim any and all liability arising from the alleged accuracy of the listings, reviews, or any alleged breaches of contract on a user's part. Members are solely responsible for keeping their property information up-to-date on the Site, including, but not limited to any and all representations about any property, its amenities, location, price, and its availability for a specific date or range of dates. We do not represent or warrant that any of the copy, content, property reviews, guest book entries, property location, suitability, pricing or availability information published on the Site is accurate or up-to-date even in the case where prospective travelers have searched for specific special offers, dates, or types of properties. We may from time to time provide or facilitate services to Members to create or improve the quality of their property listings. We also may from time to time create new or otherwise change the location or geographic descriptions we use to identify properties in their listings and search results. Consequently, we may change the location or geographic description associated with any property listing at any time without notice. However, we assume no responsibility to verify property listing content or the accuracy of the location. Members are solely responsible for ensuring the accuracy of location, geographic and other content and location or geographic descriptions and agree to promptly correct (or contact us to correct) any inaccuracy and travelers are solely responsible for verifying the accuracy of such content and descriptions.

Responsibility for All Other User Contributed Content: All other user contributed content is the sole responsibility of the user who contributed such content, whether such user contributed the content directly or through a third party website. Users are solely responsible for their user contributed content and we specifically disclaim all liability for user contributed content.

The user represents and warrants that the user owns or otherwise controls and have all legal rights to the user's submission and the name or other identifier used in connection with such submission including, but not limited to, all the rights necessary to provide, post, upload, input or submit the user contributed content. We reserve the right to request a proof of ownership or permission, and to refuse to post user generated content without such proof or if such proof is, in our sole discretion, insufficient.

License and Rights Granted to Us: By submitting or authorizing user contributed content, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any of your user contributed content, in connection with our business or the business of our affiliates. Notwithstanding the foregoing, following the termination or expiration of a property listing subscription, we will not continue to display the user contributed content that was displayed in such listing.

You further grant us and our affiliates the ability to copyright and protect the user contributed content, including the images, copy, and content available via any member's listing, from the unauthorized use by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. This includes, but is not limited to, the right to file suit to seek injunctive relief to protect such material. You further agree to assist us—at our expense and control—to protect such copyrighted material from unauthorized redistribution.

You agree that we may sublicense all the rights granted to us under these Terms to one or more third parties we may contract with to display all or part of the member's property listing or otherwise provide promotional or other services related to our business.

Further, each member agrees that we may reproduce in whole or in part any photographic material supplied by such member in the promotion of either such member's property or the promotion of the Site.

In the event that it is determined that you retain any rights of attribution, integrity or any other moral rights in any user contributed content, you hereby declare that you do not require that any personally identifying information be used in connection with the user contributed content or any derivative works thereof and that you have no objection to the publication, use, modification, deletion or exploitation of the user contributed content by us or our affiliates.

Privacy Policy: We adhere to strong principles of privacy. You agree that we may access and use your user contributed content in accordance with these Terms or our Privacy Policy ([/web/20151204064530/https://www.homeaway.com/info/about-us/company-info/legal/privacy-policy](http://web/20151204064530/https://www.homeaway.com/info/about-us/company-info/legal/privacy-policy)) and we agree that we will only disclose your user contributed content in accordance with these Terms and our Privacy Policy.

9. Social Media or Third Party Websites.

If the Site offers a tool or service which allows us to access or use any profile or other information about you that you have provided to Facebook or another third party website (each a "**Social Media Site**") and you decide to use such a tool or service, you acknowledge and agree that:

- (i) The information or content that are a part of your Social Media Site profile, which you have designated as "public" (or a similar designation) (with such information or content and referred to herein as "**Social Media Content**") may be accessed and used by us in connection with the Site;
- (ii) The Social Media Content will be considered "user generated content" under these Terms and both you and we shall have the same rights and responsibilities as you and we have with respect to user generated content under these Terms;
- (iii) In the event that the Social Media Content was for any reason misclassified with a public or similar designation or is otherwise inaccurate or to which you do not agree with for any reason, you agree to work with the Social Media Site to make any changes or resolve any disputes and acknowledge that we will not be able to provide you with recourse; and
- (iv) The operation of your profile and account with and on the Social Media Site shall continue to be governed by the terms and conditions and privacy policy of such Social Media Site.

10. Translations and Maps.

If any user contributed content created by members or users is translated for display on any Site or any site of any affiliate of HomeAway, we cannot guarantee the accuracy or quality of such translation and the member or user is solely responsible for the review, verification and accuracy of such translation. Unless we specify otherwise to the user or member, any translation services are offered by us free of charge. Maps provided on the Site that are provided by Google are subject to the Google Maps terms and conditions located at: http://www.google.com/intl/en_us/help/terms_maps.html ([/web/20151204064530/http://www.google.com/intl/en_us/help/terms_maps.html](http://web/20151204064530/http://www.google.com/intl/en_us/help/terms_maps.html)).

11. Notification of Infringement; DMCA Policy.

We respect the intellectual property rights of others, and HomeAway does not permit, condone, or tolerate the posting of any content on the Site that infringes any person's copyright. HomeAway will terminate, in appropriate circumstances, a member or traveler who is the source of repeat infringements of copyright. Should you become aware of or suspect any copyright infringement on this Site, please refer to our procedures for Notification of Copyright Infringement ([/web/20151204064530/https://www.homeaway.com/info/about-us/legal/terms-conditions/dmca_policy.html](http://web/20151204064530/https://www.homeaway.com/info/about-us/legal/terms-conditions/dmca_policy.html)).

12. Unsolicited Ideas and Feedback.

Unsolicited Ideas: From time to time, users submit to us ideas or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names. We are under no obligation to review or consider them. If you choose to submit any ideas, original creative artwork, suggestions or other works ("**submissions**") in any form to us, then regardless of what you say, write or provide to us in connection with your submissions, the following terms shall apply.

The sole purpose of this policy is to avoid potential misunderstandings or disputes in the event that any part of our business, such as our products, websites, technologies or marketing strategies, seem similar to any of your submissions. If you provide any submissions to us, you agree that: (1) your submission and its contents will automatically become the property of HomeAway, without any compensation to you; (2) HomeAway may use or redistribute any such submission and its contents for any purpose and in any way; (3) there is no obligation for HomeAway to review any submission; and (4) there is no obligation to keep any submission confidential.

Feedback on our Business: We welcome your feedback regarding many areas of our business. If you want to send us your feedback, we simply request that you send it to us using the links under "General – Contact Us" below or you can choose from the many other listed areas for your feedback. Please provide only specific feedback on our websites and services. Keep in mind that we assume no obligation to keep any feedback you provide confidential and we reserve the right to use or disclose such information in any manner.

To provide feedback, you can contact us as provided under "Contact Us" below.

13. Software Available on the Site.

The Site is controlled and operated by HomeAway or an affiliate of HomeAway in the United States. Software available on the Site (the "Software") is subject to United States export controls. No Software available on the Site or software available on any other site operated by HomeAway or an affiliate of HomeAway in the United States may be downloaded or otherwise exported or re-exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods, or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

All Software is the copyrighted work of HomeAway, an affiliate of HomeAway or an identified third party. Your use of such Software is governed by these Terms and the terms of any additional license agreement that accompanies or is included with such Software. If the Software is not accompanied by an additional license agreement, we hereby grant you a limited, personal, nontransferable license to use the Software for viewing and using this Site in accordance with these Terms and for no other purpose.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. COPYING OR REPRODUCING ANY SOFTWARE AVAILABLE ON THIS SITE IS EXPRESSLY PROHIBITED, EXCEPT AS SPECIFICALLY PROVIDED FOR IN A LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

14. Links to Third Party Sites.

This Site may contain links and pointers to other Internet sites, resources, and sponsors of the Site. Links to and from the Site to other third-party sites, maintained by third parties, do not constitute an endorsement by us of any third parties, the third-party sites or the contents thereof. We may also provide tools to allow interaction between the Site and a third party site, such as a Social Media Site. We are not responsible in any way for such third-party sites or resources and your use of such sites and resources will not be governed by these Terms.

15. Limitation of Liability.

IN NO EVENT WILL HOMEAWAY, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES (COLLECTIVELY, THE "HOMEAWAY GROUP"), OR ANY THIRD PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON ANY SITE OF A MEMBER OF THE HOMEAWAY GROUP (EACH A "THIRD PARTY PROVIDER"), BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SITE, (B) THESE TERMS, (C) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (D) USE OF THE SITE, TOOLS OR SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDER PROVIDES, RELATED TO THE BUSINESS WE OPERATE ON THE SITE, BY YOU OR ANY THIRD PARTY (E) ANY USER CONTRIBUTED CONTENT, (F) INTERACTION BETWEEN OUR SITE AND ANY THIRD PARTY SITE, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA SITE, FACILITATED BY A TOOL OR SERVICE ON OUR SITE AND/OR (G) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVE A COMMISSION OR FEE IN CONNECTION THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, ANY THIRD PARTY PROVIDER OR ANY USER OF THE SITE WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE HOMEAWAY GROUP, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.

16. Disclaimers.

THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY SUCH BREACHES. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR USER CONTRIBUTED CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR USER CONTRIBUTED CONTENT TO US AND BY POSTING INFORMATION ON THE SITE, INCLUDING PROPERTY LISTINGS, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THESE TERMS.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD US OR ANY THIRD PARTY PROVIDER RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATION THEREOF, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT A PARTY TO ANY RENTAL TRANSACTION OR OTHER TRANSACTION BETWEEN USERS OF THE SITE. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE (OTHER THAN PURSUANT TO ANY GUARANTEE THAT MAY BE OFFERED ON THE SITE) THE SAFETY OF ANY TRANSACTION, RENTAL PROPERTY OR THE TRUTH OR ACCURACY OF ANY LISTING OR OTHER CONTENT PROVIDED ON THE SITE.

YOU FURTHER ACKNOWLEDGE THAT BY DISPLAYING INFORMATION OR PROPERTY LISTINGS IN PARTICULAR DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH DESTINATIONS IS WITHOUT RISK AND ARE NOT LIABLE FOR DAMAGES WITH RESPECT TO TRAVEL TO ANY DESTINATION.

17. Release; Indemnification.

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION OR USER CONTRIBUTED CONTENT) OR ANY THIRD PARTY PROVIDER OR ANY THIRD PARTY WEBSITE THAT MAY BE LINKED TO OR FROM OR OTHERWISE INTERACT WITH THE SITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE EACH MEMBER OF THE HOMEAWAY GROUP, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD EACH MEMBER OF THE HOMEAWAY GROUP (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT ON THE SITE (INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY OTHER USER OR THIRD PARTY), ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF OR POSTED BY OTHER USERS OF YOUR ACCOUNT TO THE SITE, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.

WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

18. Jurisdiction; Choice of Law and Forum; Time Limit.

THIS SITE IS OPERATED BY US IN THE UNITED STATES AND WE MAKE NO WARRANTY THAT THE MATERIALS AND CONTENT ON THE SITE ARE APPROPRIATE OR AVAILABLE FOR USE OUTSIDE OF THE UNITED STATES. THOSE WHO CHOOSE TO ACCESS THE SITE FROM OUTSIDE THE UNITED STATES DO SO ON THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR LOCAL LAWS, IF AND TO THE EXTENT THAT LOCAL LAWS ARE APPLICABLE.

ANY AND ALL SERVICES AND RIGHTS OF USE HEREUNDER ARE PERFORMED, PERFORMABLE AND/OR SOLD IN THE STATE OF TEXAS, UNITED STATES OF AMERICA, AND YOU IRREVOCABLY AGREE AND CONSENT THAT ANY CAUSE OF ACTION YOU MAY SUBMIT IN CONNECTION WITH YOUR USE OF THE SITE OR PURSUANT TO THESE TERMS WILL BE FILED IN THE STATE OR FEDERAL

COURTS IN TRAVIS COUNTY, TEXAS WHICH YOU ACKNOWLEDGE, CONSENT TO AND AGREE WILL BE THE EXCLUSIVE FORUM AND VENUE FOR ANY LEGAL DISPUTE BETWEEN YOU AND US. YOU ALSO AGREE THAT ANY DISPUTE BETWEEN YOU AND US WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

ANY CAUSE OF ACTION YOU MAY HAVE HEREUNDER OR WITH RESPECT TO YOUR USE OF THE SITE MUST BE COMMENCED BY FILING SUIT IN TRAVIS COUNTY, TEXAS, WITHIN ONE (1) YEAR AFTER THE INCIDENT UPON WHICH THE CLAIM OR CAUSE OF ACTION IS BASED FIRST OCCURRED.

19. Additional Terms and Conditions Applicable to Online Booking.

Use of Reservation Manager or other Online Booking Tools We Offer on our Sites. In addition to being bound by the other terms set forth herein, Users and Members who use ReservationManager™ or any other tool provided by us or a third party provider on our Site enabling users to book and/or pay for the rental of properties online on one or more of our Sites (collectively, the "**Booking Services**") are also bound by the following terms, which are in addition to any other terms applicable in connection with using our Site. In addition, if such Booking Services include payment or other services provided by a third party provider, such services are subject to the additional terms and conditions and privacy policies of such third party providers.

Booking Services. We provide Booking Services to manage inquiries, quotes, rental agreements and allow for payments to be made relating to the rental. Please review the following terms and the terms and conditions of any third party provider carefully. If you do not agree to these or such third party provider's terms, you have no right to obtain information from or otherwise continue using our Booking Services. Failure to use our Booking Services in accordance with the following terms of use may subject you to severe civil and criminal penalties and other liability.

Rental Agreement. By utilizing a rental agreement as part of the Booking Services or otherwise displaying terms relating to the rental as part of the online booking process (including such terms that we may require), the user (as "**Guest**") and member (as "**Owner**") each agree to the terms and conditions set forth in the rental agreement or other such terms displayed in the booking process (including without limitation the cancellation refund policy) effective as of the date that the user indicates acceptance of the booking or rental agreement, as applicable. You hereby acknowledge and agree that (a) you are fully responsible for such terms and conditions, (b) any rental agreement used, whether a sample provided by the Site or a rental agreement copied and pasted in ReservationManager (or other online booking tool on the Site) by either party, is used solely at their own risk and expense, (c) nothing contained in the Booking Services, this Agreement, or any sample rental agreement is a substitute for the advice of an attorney, and (d) that you have been hereby advised to obtain local legal counsel to prepare, review and revise as necessary any rental agreements to ensure compliance with federal, state, and local law and their particular circumstances, and to revise the rental agreement as necessary to accurately represent their property, rules, features, etc.

Terms Applicable to Use of Booking Services or Third Party Online Booking Services.

Third Party Booking Services Software. There are some Members, typically property managers, who use software provided by our affiliate, HomeAway Software, or a third party. Such software ("**Other Booking Services**") may be governed by terms provided by the third parties or Members making such Other Booking Services available. Users who use such Third Party Booking Services are responsible for complying with such terms in addition to our Terms, including, but not limited to the following.

Timing of Acceptance of Booking Requests and Payment Processing Applicable to Property Managers and Other Members Using Online Booking. Members who are property managers and other members who use our online booking tools agree to use commercially reasonable efforts to respond to all booking requests from travelers within 24 hours of receipt of a request for booking. Such Members further agree to take commercially reasonable efforts to cause all traveler payments to be processed within 24 hours of authorization by the traveler for such payment.

Property Damage Protection. By utilizing and/or purchasing Property Damage Protection you agree to the terms and conditions under the Property Damage Protection plan, acknowledge that you understand that certain policy restrictions apply, and agree that Property Damage Protection may be included in the rental. You further acknowledge and agree that (a) although the Property Damage Protection policy will pay a maximum benefit up to the policy limit, you remain fully responsible for the care and condition of the property and for any damage to the property, (b) you remain fully responsible for any damages that are not covered by the policy or that exceed the policy limits, (c) if during you stay at the vacation rental (if applicable) you, as the insured person under the Property Damage Protection plan, causes any damage to real or personal property of the member as a result of inadvertent acts or omissions, you will be responsible for the cost of repair or replacement of such property and hereby authorize and request CSA Travel Protection and Insurance Services to pay directly the Member any amount payable under the terms and conditions of the Property Damage Protection plan up to a maximum benefit of the policy limit. Full details of the Property Damage Protection coverage are contained in the Description of Coverage <https://www.propertydamageprotection.com/pdf/100HADoc.pdf> (/web/20151204064530/<https://www.propertydamageprotection.com/pdf/100HADoc.pdf>). Members further acknowledge and agree that they will choose the plan level with the appropriate level of coverage needed for each property and that they will offer that same plan level to all Users agreeing to rent this property.

Carefree Rental Guarantee. By utilizing and/or purchasing Carefree Rental Guarantee you agree to the terms and conditions of the Carefree Rental Guarantee found here: <http://guarantee.homeaway.com/tac> (/web/20151204064530/<http://guarantee.homeaway.com/tac>).

Cancellation Protection. By utilizing and/or purchasing Cancellation Protection you agree to the terms and conditions under the plan and acknowledge that User understands that certain policy restrictions apply. Full details of the Cancellation Protection coverage are contained in the Description of Coverage <http://www.csatravelprotection.com/certpolicy.do?productclass=G-330CSA> (/web/20151204064530/<http://www.csatravelprotection.com/certpolicy.do?productclass=G-330CSA>).

20. Responsibility for Property and Traveler Liability.

We do not provide liability insurance protection for owners, property managers, or travelers; regardless of whether a user obtains insurance coverage through one of our third party providers. Users are solely responsible for obtaining insurance coverage sufficient to protect their properties and guests or their trip, as applicable. Members agree that they have or will obtain the appropriate insurance coverage sufficient to cover the rental of the properties they list on the Site prior to the arrival of their first traveler and will maintain adequate insurance coverage through the departure date of any traveler they have obtained via one of our Sites. Further, Members agree to provide us with copies of relevant proof of coverage upon request.

21. GENERAL

Contact Us: To contact us for any reason, users can visit help.homeaway.com.

HomeAway Corporate Entities: The following Sites are operated by the following Subsidiaries of HomeAway, Inc., a Delaware corporation.

HomeAway.com, VRBO.com and VacationRentals.com, and any subdomains thereof, are operated by HomeAway.com, Inc., a Delaware corporation.

Software/HomeAway.com, InstantSoftware.com, Escapia.com, ClearStay.com and HomeAwaySoftware.com, and any subdomains thereof, are operated by HomeAway Software, Inc., as of December 31, 2011 and prior to such date, InstantSoftware.com was operated by Instant, Inc. and Escapia.com and ClearStay.com were operated by Escapia, Inc.

Your agreement to abide by these Terms, the Privacy Policy and any other terms posted on any Site, with respect to any Site you use, is between you and the entity listed above operating such Site.

No Agency: Our relationship is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these Terms or your use of the Site.

Notices: Except as explicitly stated otherwise, any notices to us shall be given by postal mail to:

HomeAway.com, Inc., Attn: Legal Department, 1011 W. Fifth Street, Suite 300, Austin, Texas 78703

When we need to send you notice, it will be sent to the email address you provide to the Site during the registration process or as later updated in your account (if applicable). Notice shall be deemed given upon receipt or 24 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any physical or electronic address provided to us during the registration process or as later updated in your account (if applicable). In such case, notice shall be deemed given three days after the date of mailing to a physical address and one day after mailing to an electronic address.

Changes to the Site or these Terms and Conditions: We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database, or content. We may also impose limits on certain features or services or restrict your access to parts or the entire Site without notice or liability.

This version of the Terms became effective on the date set forth above and this version amends the version effective prior to such date. We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time, with or without your consent and you acknowledge and agree that your consent to any such amendment is not required in the event the proposed amendment is clerical and/or non-substantive in nature. Notification of any amendment will be posted on the Site by the indication of the last amendment date at the top of these Terms and will be effective immediately. If you disagree with any non-clerical and/or substantive amendment to these Terms, then (i) your sole remedy as a traveler, or any other user other than a member, is to discontinue your use of the Site, and (ii) your sole remedy as a member is to withhold your consent to the applicability of the proposed amendment to your use of the Site, in which case your use of the Site will continue to be governed by the terms and conditions that were applicable to your use of the Site during the then current term of your subscription as the same were in effect immediately prior to the proposed amendment and you agree that you are responsible for keeping a copy of such terms. When members renew subscriptions, the terms in effect at the time of renewal will govern, provided that such terms may change as described above.

We also reserve the right, in our sole discretion and from time to time, to offer programs, products or services with unique terms and conditions that are separate from and may supersede or supplement in certain respects these Terms. In such cases, your use of the Site with respect to such special program is governed by these Terms together with the terms and conditions of such program, product or service.

We reserve the right, but assume no obligation, to agree to different or conflicting terms and conditions with respect to any user. Any such terms and conditions will not be enforceable unless specifically agreed to by us.

Subscription rates and fees (including any commissions) charged for any listing that is not subscription based (such as pay-per-booking or pay-per-lead) are set at the time of a user or member's purchase of the subscription or renewal or sign up for the non-subscription based, listing, as applicable. Such rates and fees are subject to change without notice or approval. For subscription listings, the rates in effect at the time of the member's next subscription renewal, new listing or a member's upgrade or any other additional or new order of any product or service will govern for such renewal or other order. The fees and commissions applicable to pay-per-booking listings offered on one or more Sites will be displayed under the "List Your Property" tab when such product is generally made available on a Site or shall be otherwise set forth in a communication between us and the member.

The types of products and services (including the features, terms and operation thereof) offered at the time of a member's subscription or sign up for a non-subscription based listing are subject to the descriptions displayed at the time of use and/or purchase and are subject to change without notice or approval. We further reserve the right to offer additional products, services or features for purchase at any time. See also the section below relating to auto renewal of subscriptions.

Your Record of These Terms: We do not separately file the Terms entered into by each user of the Site. Please make a copy of these Terms for your records by printing and/or saving a downloaded copy of the Terms on your personal computer.

Enforcement of These Terms: We may immediately terminate any user's access to or use of the Site due to such user's breach of these Terms or any other unauthorized use of the Site. However, we do not guarantee that we will take action against all breaches of these Terms. Our failure to take immediate action with respect to a breach by you or others does not waive our right to act with respect to such breach or any other breach. Any action or inaction by us in response to any breach of these Terms does not limit our rights with respect to actions we may take in response to any other similar or different type of breach.

Entire Agreement, Conflict, Headings and Severability: These Terms constitute the entire agreement between us and you with respect to the matters set forth herein, and supersede any prior agreement between us and you with respect to your use of the Site. Headings in these Terms are for reference only and do not limit the scope or extent of such section. In the event of any conflict between these Terms and any other terms and conditions applicable to a product, tool or service offered on our Site, the Terms herein shall prevail. If any portion of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms shall remain in full force and effect. Further, any provision of these Terms held invalid or unenforceable only in part or degree will remain in full force

and effect to the extent not held invalid or unenforceable.

Assignment: We may assign these Terms in our sole discretion. Users must obtain our prior written consent to assign these Terms, which may be granted or withheld by us in our sole discretion.

Additional Terms and Conditions Applicable to Our Members

In addition to being bound by the Terms set forth above, members who purchase subscriptions to advertise a property on the Site are also bound by the following terms, which are in addition to any other terms agreed to in connection with purchasing or renewing a subscription.

22. Member Eligibility; Accuracy of Information; Representations.

Our services may only be used by members who can form legally binding contracts under applicable law. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms. Each member represents and covenants that all information submitted to us and to the Site during such member's registration with the Site shall be true and correct. Each member further agrees to promptly provide notice to the Site by contacting us as provided above under "General – Contact Us" regarding any updates to any such contact information previously submitted by such member to the Site. Each member agrees to promptly provide such proof of personal identification, proof of ownership of the property listed on the Site, and proof of authority to list the property as we may request. Each member further represents and covenants that: (i) it owns and/or has all necessary rights and authority to offer for rent and to rent the property listed by such member; (ii) it will not wrongfully withhold a rental deposit in breach of the underlying rental agreement; (iii) that it will accurately describe the subject rental property, will not fail to disclose a material defect in, or material information about, a rental property and will upon request, or otherwise from time to time, review the property listing content and location or geographic description to ensure it is accurate and not misleading; (iv) that it will not wrongfully deny access to the listed property; and (v) that it will not fail to provide a refund when due in accordance with the applicable cancellation policy or underlying rental agreement. Upon our request, each member agrees to promptly provide to us such proof of personal identification, proof that the condition, location, or amenities associated with the property are accurately described in the listing, proof of ownership of the property listed on the Site, and/or proof of authority to list the property as we may request. If you are a tenant who is listing a home, condominium, or apartment, please refer to your rental contract or lease, or contact your landlord, prior to listing the property to determine whether your lease or contract contains restrictions that would limit your ability to list your room, home, condominium or apartment. Listing your home may be a violation of your lease or contract and could result in legal action against you by your landlord, including possible eviction.

23. Appearance in Search Results.

We cannot guarantee that your listing will appear in any specific order in search results on a Site. Search order will fluctuate based on a variety of factors such as search parameters, subscription level purchased, listing quality, how frequently a calendar is updated, and other factors that we may deem important to the user experience from time to time. Listing appearance or order in any particular search result may also vary depending on the search criteria used by the particular traveler. We reserve the right to apply various search algorithms or to use methods to optimize results for particular travelers' experiences and the overall marketplace. Listings placed on a non-subscription basis, such as pay-per-booking, may not always appear in search results in any particular subscription level or at all. Listings distributed on third party sites are not guaranteed to display on such third party site in any particular order or at all. Search results and sort order may appear different on HomeAway's mobile application than they appear on the Site. To optimize the search experience for both members and travelers, HomeAway retains the right to run occasional tests that will be limited in duration but may alter how we display search results and subscription levels.

24. Content, Layout and Copy.

All content and copy edits submitted by members are subject to review and approval by us in our sole discretion. We reserve the right to refuse to publish any content that we determine in our sole discretion does not meet these Terms or is otherwise unacceptable to us. However, we assume no duty to review content and we shall not have any liability for any loss or damage resulting from the design or positioning of the copy, properties, content and/or photographs or any change made to any content, photograph or copy submitted by any member. All content must meet these Terms and our Content Guidelines (/web/20151204064530/https://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines). We reserve the right to edit content submitted to the Site in a non-substantive manner solely to cause the content to comply with our content guidelines or formatting requirements. Members are responsible for reviewing and ensuring that any content displayed on the Site appears as the member intended.

25. Photographs.

Photographs should depict the vacation rental as the main subject of the photograph and may not include children or adults if you do not have their legal consent or any information that would violate the privacy rights, intellectual property rights or any other rights of a third party. Photographs must meet our Content Guidelines (/web/20151204064530/https://www.homeaway.com/info/homeaway/owner-marketing/reviewguidelines). We reserve the right not to display or to remove any photographs that we determine, in our sole discretion, do not meet these Terms or are otherwise unacceptable to us.

By submitting a photograph to us, the member represents and warrants that (a) (i) it holds all intellectual property rights with respect to each submitted photograph, or (ii) it has secured from the copyright holder all rights necessary for the photograph to be used in an online advertisement, (b) that any people in the photograph have given permission for their likeness to be displayed in an online advertisement on the Site, (c) that the photograph accurately and fairly represents the subject of the photograph and has not been altered in any manner that would mislead a viewer of that photograph, and (d) that it will indemnify and hold harmless the Site and any member of the HOMEAWAY Group from any cause of action arising from any misrepresentation with respect to any and all photographs so submitted.

It is the member's responsibility to obtain reproduction permission for all photographic and other material used in its listings. The member warrants that it is the owner of the copyright in such material or is authorized by the owner thereof to grant to us the rights therein contained and agrees to provide any proof of such rights to us that we may request.

Further, each member agrees that we may reproduce in whole or in part any photographic material supplied by such member in the

promotion of either such member's property or the promotion of the Site.

26. Uses of Our Trademarks or Logos.

There are limited ways in which you may use our trademarks or logos without specific prior written authorization. The following are general guidelines: It is usually permissible for you to refer to HomeAway or the name of one of our affiliate websites on which you list your property in a descriptive manner in your listing on the Site or in other permissible communications. For example, you might say "Check out my vacation rental on HomeAway," or "I list properties on HomeAway." However, you may not refer to HomeAway or any of our affiliates in any way that might lead someone to believe that your company or site is sponsored by, affiliated with, or endorsed by HomeAway or one of our affiliates. For example, you may not say "HomeAway sponsors my vacation rental," or describe your property as "HomeAway's best vacation rental." You may not use the HomeAway name or one of our affiliates' names on any other website that lists vacation rentals without our prior written authorization.

The HomeAway name and logo and those of the HomeAway Group and our affiliates are registered trademarks in the United States and other jurisdictions around the world. We generally do not permit the use of our names and logos, other than as described above or with our prior written authorization. If you want permission to use our name and/or logo in any other manner, including, without limitation, on any website, business card, signage, t-shirts, etc., or if you have other questions, you may visit help.homeaway.com.

27. Hypertext Links.

We reserve the right to refuse hypertext links to, or addresses of, other web sites from members' pages, and to remove links or web addresses without notice at our sole discretion. Further, we reserve the right to charge for hypertext links at any time.

28. Substitution of Properties; Advertising More Than One Property; Property Managers.

Each listing must relate to an individual and uniquely identified property, unless (i) you are a property manager who has signed up for one of our packages for members who are property managers or (ii) you otherwise purchased a listing package that expressly allows for substitution of properties. This means that:

(a) The property in a listing may not be substituted for another property without our consent. We may approve a request in our discretion if the property manager's contract for the property was terminated and the member provides sufficient proof, as requested by us, and completes any additional request forms we may request. The term of the subscription for any substituted property shall be the same as the term of the originally listed property (i.e., the term will not be extended past the original term).

If a member submits changes to an existing listing that, if approved, would substantially alter the listing to make it that of another property, then we have the right to terminate the listing and may choose, in our sole discretion, to retain any fees associated with the term of the previously existing listing as compensation for the violation of this condition.

(b) The listing specifically cannot be a mere example of properties in a given area. Only one property can appear on each listing, unless it is a property with multiple rental units on the same site and additional advertising units are purchased. We reserve the right to amend the copy or remove any listing when more than one property is described in such listing, and may choose, in our sole discretion to retain any fees associated with the initial term of such non-conforming listing as compensation for the violation of this condition.

(c) Members who manage twenty or more properties should contact HomeAway for Property Managers at (888) 581-1849 to discuss the packages that may best suit their needs. All other subscription listing packages require one subscription per listing (one subscription per property). Contact HomeAway for Property Managers for additional information.

29. Unauthorized Payment Methods; Subscription Payments; Automatic Renewal of Subscription Payments.

Payments between members and travelers: We are not a party to any payment transaction between members and travelers, even if we receive a commission in connection with any payment transaction. No member may request any traveler to mail cash, or utilize any instant-cash wire transfer service such as Western Union or MoneyGram in payment for all or part of a property rental transaction. Any violation of this term or any other unacceptable payment methods that may be posted on the Site may result in the immediate removal of the non-conforming listing from the Site without notice to the member and without refund. From time to time, we may become aware of users attempting to conduct a transaction that would involve an unauthorized payment method or a fraudulent payment method. Ideally, we hope to be able to assist users in avoiding such transactions, but we assume no liability or responsibility to do so or to inform users of any such actual or suspected activity.

Payments for subscriptions: Payment for subscription listings must be made to us in U.S. Dollars paid either by major credit or debit card, or a check drawn on a U.S. bank.

Automatic Renewal of Subscriptions: For any subscription paid for by credit card, such subscription shall automatically renew at the expiration of the then-current term for an additional term of the same duration (as the previous term) and at the then-current non-promotional subscription rate. If such subscription was purchased by check or another form of payment other than by credit card (if such other payment form was permitted), such subscription shall not be automatically renewed. Automatic renewal applies to all subscriptions purchased by credit card. The automatic renewal feature allows your service to remain uninterrupted at the expiration of your then-current term. If you wish to turn off auto-renewal, you must log on to your account and manually turn off auto-renewal in your owner dashboard (for HomeAway.com, VRBO.com and VacationRentals.com), at least 5 days prior to expiration of the then-current term. Upon any such turning off auto-renewal, your subscription will remain active through the expiration of your then-current subscription term; however your subscription will not be automatically renewed upon the expiration of your then current term. If your subscription does not auto-renew or expires at the end of your then current subscription term and you desire to renew your subscription, you will be required to pay the then-current non-promotional subscription rate to renew your subscription or to activate a new subscription.

If you do not turn off auto-renewal and you continue to use our subscription service, you re-affirm and authorize us to charge your credit card at the end of each subscription term for an additional term of the same duration as the initial term and at the then-current non-promotional subscription rate for the same product or service.

If the product or service that you last purchased has changed in any way or is no longer offered, you agree and authorize us to charge your credit card at the renewal of your subscription term for a product or service that is the most similar, as determined by us, to the product or service that you previously purchased, even if the price of such product or service is not the same of the prior product or service that you

purchased. You agree to be responsible for any such charges, and we reserve the right to obtain payment directly from you if necessary.

If you wish to avoid billing of subscription fees for the renewal term to your credit card, you must turn off auto-renewal for your subscription at least 5 days before it renews. If you wish to change your credit card to be charged or if your credit card information otherwise changes, see help.homeaway.com for FAQ information on updating the information in your owner dashboard, as applicable or to provide the new or different credit card information, as applicable, to provide the new or different credit card information.

Non-Subscription Listings: If a Site enables you to list your property on a basis other than by subscription, you agree to pay us compensation as described to you in the sign up process for each rental of the property displayed in such listing, which terms may be updated by us from time to time without notice by us displaying the terms on the Site on which you signed up for the listing. The sign up process and additional notices you may receive from us may also provide additional terms and conditions for such listings.

30. Subscription Term, Refund Requests and Termination or Transfer of Listings.

Subscription Term: All subscription listings are sold to run the full term that is chosen by the member. The term starts on the date that the member submits the full or initial (as applicable) payment and expires on the last date of the term chosen by the member. For example, for an annual subscription term, if the member submits payment for the subscription on July 1st, the subscription would expire on June 30 of the following year.

Refund Requests: Generally, no refunds are available unless a member qualifies for a refund under any guarantee program we may have in effect. If you believe you qualify for a refund under a guarantee we are offering, you may contact customer support by sending your request to the address listed under "General – Contact Us" above and include your listing number, and your reason for dissatisfaction. We will then determine, in accordance with the applicable guarantee program, whether any refund is due.

Refund Requests for Subscription Listings Not Completed: In the event you purchase a subscription for a listing but do not complete the creation of the listing or the listing does not get posted after purchase for any other reason, refund requests will be considered only during the first three (3) months following the purchase date. If within such three (3) month period you do not complete the creation of your listing as we may require to display such listing on the Site (i) you shall not be entitled to any refund and (ii) your subscription will expire no more than 15 months from the purchase date of the subscription regardless of the listing posting date.

If you renew your subscription, or if your subscription automatically renews under its terms of your subscription, your listing will remain online for the entire subscription period without refund. If you sell your property and no longer wish for the listing to remain online, please contact us and we can remove the listing; however, no refund will be owed.

Our Right to Terminate a Listing: If, in our sole discretion, any member submits unsuitable material to our Site or into our database, misuses the Site or our online system or is in material breach of these Terms, we reserve the right to terminate such member's subscription(s) immediately without refund. In addition, if we become aware of or receive a complaint or a series of complaints from any user or other third party regarding a member's listing or rental practices that, in our sole discretion, warrants the immediate removal of such member's listing from the Site (for example, and without limitation, if a member double-books a property for multiple travelers on the same date, or engages in any practice that, in our sole discretion, would be considered deceptive, unfair or improper within the vacation rental industry or in an online marketplace for vacation rentals, if we determine or suspect that the member's payment-related practices or procedures are not secure, legal or otherwise proper, or if we receive a complaint that any listing's content infringes on the rights of a third party), then we may immediately terminate such member's listing(s) or subscription(s) without notice to the member and without refund. We assume no duty to investigate complaints. Finally, if any member is abusive or offensive to any employee or representative of the HomeAway Group, we reserve the right to terminate such member's listing(s) or subscription(s) immediately without refund. Finally, if any member is in breach of these Terms or its obligations to us or any of our third party providers then we may terminate such member's subscription(s) immediately without notice to the member and without refund.

Transfer of Listing to a Third Party: No listing may be transferred to another party. In the event of a property sale or change in property management, HomeAway will provide guidance on options for creating a new listing.

31. Additional Terms Applicable to Pay-Per-Booking Listings.

A description of the features and applicable fees and commissions that will apply to pay-per-booking listings will be displayed under the "List Your Property" tab of the Site offering such product, when made generally available.

When available, pay-per-booking listings may be agreed to by property owners and managers approved for an online payments account. Such accounts are subject to the additional terms, conditions and requirements set forth during the sign up for such an account, including those of our third party providers. Online booking and payments is required for all pay-per-booking listings. Online payments are provided by third party providers and are subject to the terms and conditions and privacy policies of such providers.

Pay-per-booking listings may be converted to subscription listings at any time; however any bookings already made shall remain subject to applicable pay-per-booking fees and commissions.

Cancellation policies are required for all pay-per-booking listings, and requirements for such cancellation policies shall be displayed through the "List Your Property" tab of the Site offering the pay-per-booking listing. To the fullest extent legally permissible, Members who list their properties in a pay-per-booking listing, agree to rent such properties through such listing and not through any other means.

32. Distribution of Listings to Third Party Websites.

To enable Members to obtain broader distribution of their properties, we may provide your listing information, or otherwise provide for the distribution of, your listing on a Third Party Website. Additional terms and conditions may apply to such distributions, as we may notify you of via your online account or email.

(/web/20151204064530/http://www.vrbo.com/)

(/web/20151204064530/https://www.vacationrentals.com/)
(/web/20151204064530/https://www.homeaway.com/)

(/web/20151204064530/https://www.homelidays.com/)

(/web/20151204064530/https://www.ownersdirect.co.uk/)

(/web/20151204064530/https://www.abritel.fr/)

(/web/20151204064530/http://www.aluguetemporada.com.br/)

(/web/20151204064530/https://www.fewo-direkt.de/)

(/web/20151204064530/http://www.toprural.com/)

(/web/20151204064530/http://www.bookabach.co.nz/)

(/web/20151204064530/http://www.stayz.com.au/)

(/web/20151204064530/http://www.travelmob.com/)

View more of the HomeAway Family

List Your Property (/web/20151204064530/http://www.vrbo.com/info/list-your-property) |

Testimonials (/web/20151204064530/http://www.vrbo.com/info/testimonials) | Advantages (/web/20151204064530/http://www.vrbo.com/info/advantages) |

Rental Guarantee (/web/20151204064530/http://guarantee.homeaway.com/vrbo/) | Links (/web/20151204064530/http://www.vrbo.com/info/links) |

Luxury from HomeAway (/web/20151204064530/http://luxury.homeaway.com/?utm_source=vrbo&utm_medium=cross%20brand&utm_content=jahia&utm_campaign=v

(/web/20151204064530/http://www.gogobot.com/)

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