

Terms and Condition

1. Scope of the Services

By using or accessing the platform, subdomains, any mobile application for such websites, or any other website operated by us on which these Terms and Conditions are posted via a link, you acknowledge and agree that you are subject to the following terms and conditions, as well as our Privacy Policy, which also governs your use of the Site, and is incorporated by reference (These Terms and Conditions with the Privacy Policy shall be referred to as the Terms). Please read these Terms carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than court.

- 1.1 The Platform is an online marketplace that enables registered users (Members) and certain third parties who offer services (Members and third parties who provide services are Hosts, and the services they offer are “Host Services”) to publish such Host Services on the Platform (Listings) and to communicate and transact directly with Members that are seeking to book such Host Services (Members using Host Services are Guests). Host Services may offer vacation, apartments, homes, or other properties for use (Accommodations), access to unique events and locations (Events), and various other travel and non-travel related services.
- 1.2 We urge all users to be responsible about using this platform, and any transaction entered into as a result of either listing a property or renting a property. Visit 250 does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Host Services, nor is an organizer or retailer of travel packages. Hosts alone are responsible for their Listings and Host Services. When Members make or accept a booking, they enter into a contract directly with each other. is not and does not become a party to or other participants in any contractual relationship between Members, nor is a real estate broker or insurer. is not acting as an agent in any capacity for any Member except as specified in the payment terms facilitated by our partners.
- 1.3 While we may help facilitate the resolution of disputes, has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. does not endorse any Member, Listing, or Host

Services. Any references to a Member being verified (or similar language) only indicate that the Member has completed a relevant verification or identification process on Visit250 and nothing else. Any such description is not an endorsement, certification, or guarantee by Visit250 about any Member, including the Member's identity or background or whether the Member is trustworthy, safe, or suitable. You should always exercise due diligence and care when deciding whether to stay in an Accommodation, participate in an Experience or Event or use other Host Services, accept a booking request from a Guest, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken and are, therefore, not an endorsement by Visit250 of any Host or Listing.

- 1.4 If you choose to use the Visit250 Platform as a Host, your relationship with Visit250 is limited to being an independent, third-party contractor and not an employee, agent, joint venturer, or partner of Visit250 for any reason, and you act exclusively on your behalf and for your benefit, and not on behalf, or for the benefit, of Visit250. Visit250 does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the Host Services. You acknowledge and agree that you have complete discretion whether to list Host Services or otherwise engage in other business or employment activities.
- 1.5 To promote the Visit250 Platform and to increase the exposure of Listings to potential Guests, Listings, and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages. Visit250 cannot guarantee the accuracy or quality of such translations, and Members are responsible for reviewing and verifying the accuracy of such translations. The Visit250 Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and implied warranties for merchantability, fitness for a particular purpose, and non-infringement.
- 1.6 The Visit250 Platform may contain links to third-party websites or resources ("Third-Party Services"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Visit250 is not responsible or liable for the availability or accuracy of such Third-Party Services or the content, products, or services available from such

Third-Party Services. Links to such Third-Party Services are not an endorsement by Visit250 of such Third-Party Services.

- 1.7 Due to the nature of the Internet, Visit250 cannot guarantee the continuous and uninterrupted availability and accessibility of the Visit250 Platform. Visit250 may restrict the availability of the Visit250 Platform or certain areas or features thereof if this is necessary for the view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Visit250 Platform. Visit250 may improve, enhance and modify the Visit250 Platform and introduce new Visit250 Services from time to time.

2. Eligibility, Using the Visit250 Platform, Member Verification

- 2.1 To access and use the Visit250 Platform or register a Visit250 Account, you must be an individual at least 18 years old or a duly organized, validly existing business, organization, or other legal entity in good standing under the laws of the country you are established and able to enter into legally binding contracts.
- 2.2 Visit250 may make access to and use of the Visit250 Platform, or certain areas or features of the Visit250 Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member's booking and cancellation history.
- 2.3 User verification on the Internet is difficult, and we do not assume responsibility for confirming any Member's identity. Notwithstanding the above, for safety, transparency, and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).
- 2.4 The access to or use of certain Visit250 Platform areas and features may be subject to separate policies, standards or guidelines or require you to accept additional terms and conditions before you can access the relevant areas or features of the Visit250 Platform. Suppose there is a

conflict between these Terms and terms and conditions applicable to a specific area or feature of the Visit250 Platform. In that case, the latter terms and conditions will precede your access to or use of that area or feature unless specified otherwise in the latter terms and conditions.

3. Modification of these Terms

- Visit250 reserves the right to modify these Terms at any time by this provision. If we make changes to these Terms, we will post the revised Terms on the Visit250 Platform and update the “Last Updated” date at the top of these Terms. We will also inform you of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may immediately terminate this Agreement. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Visit250 Platform will constitute acceptance.

4. Account Registration

- 4.1 You must register an account (Visit250 Account) to access and use certain features of the Visit250 Platform, such as publishing or booking a Listing. Suppose you are registering a Visit250 Account for a business, organization, or other legal entity. In that case, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.
-
- 4.3 You must provide accurate, current, and complete information during the registration process and keep your Visit250 Account and public Visit250 Account profile page information up-to-date at all times.
- 4.4 You may not register more than one (1) Visit250 Account unless Visit250 authorizes you to do so. You may not assign or otherwise transfer your Visit250 Account to another party.
- 4.5 You are responsible for maintaining the confidentiality and security of your Visit250 Account credentials and may not disclose your credentials to any third party. You must immediately notify Visit250 if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Visit250 Account. You are liable for any and all activities conducted through your Visit250 Account unless you do not authorize such activities, and you are not otherwise negligent

(such as failing to report the unauthorized use or loss of your credentials).

- 4.6 Visit250 may enable features that allow you to authorize other Members or certain third parties to take specific actions that affect your Visit250 Account. For example, we may enable Members to link their Visit250 Accounts to businesses and take actions for those businesses, we may enable eligible Members or certain third parties to book Listings on behalf of other Members, or we may enable Hosts to add other Members as Co-Hosts (as defined below) to help manage their Listings. These features do not require you to share your credentials with anyone else. Visit250 authorizes no third party to ask for your credentials, and you shall not request the credentials of another Member.

5. Content

- 5.1 Visit250 may, at its sole discretion, enable Members to (i) create, upload, post, send, receive, and store content, such as text, photos, audio, video, or other materials and information on or through the Visit250 Platform (Member Content); and (ii) access and view Member Content and any content that Visit250 itself makes available on or through the Visit250 Platform, including proprietary Visit250 content and any content licensed or authorized for use by or through Visit250 from a third party (Visit250 Content and together with Member Content, Collective Content).
- 5.2 The Visit250 Platform, Visit250 Content, and Member Content may, in its entirety or part, be protected by copyright, trademark, and other laws of the Republic of Rwanda and other countries. You acknowledge and agree that the Visit250 Platform and Visit250 Content, including all associated intellectual property rights, are the exclusive property of Visit250 and its licensors or authorizing third parties. You will not remove, alter or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Visit250 Platform, Visit250 Content, or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Visit250 used on or in connection with the Visit250 Platform and Visit250 Content are trademarks or registered trademarks of Visit250 in the Republic of Rwanda and abroad. Trademarks, service marks, logos, trade names, and any other proprietary designations of third parties used on or in connection with the Visit250 Platform, Visit250 Content, and Collective Content are used for identification purposes only. They may be the property of their respective owners.

- 5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Visit250 Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or under any intellectual property rights owned or controlled by Visit250 or its licensors, except for the licenses and rights expressly granted in these Terms.
- 5.4 Subject to your compliance with these Terms, Visit250 grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your device(s); and (ii) access and view any Collective Content made available on or through the Visit250 Platform and accessible to you, solely for your personal and non-commercial use.
- 5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the Visit250 Platform, you grant to Visit250 a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and promote the Visit250 Platform, in any media or platform. Insofar as Member Content (including Verified Images) includes personal information, such Member Content will only be used for these purposes if such use complies with applicable data protection laws per our Privacy Policy. Unless you provide specific consent, Visit250 does not claim any ownership rights in any Member Content, and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.
- 5.6 Visit250 may offer Hosts the option of having professional photographers take photographs of their Host Services, which are made available by the photographer to Hosts to include in their Listings with or without a watermark or tag bearing the words Visit250 Verified Photo or similar wording (Verified Images). You are responsible for ensuring that your Host Service is accurately represented in the Verified Images, and you will stop using the Verified Images on or through the Visit250 Platform if they no longer accurately represent your Listing, if you stop hosting the Host Service featured, or if your Visit250 Account is terminated or suspended for any reason. You acknowledge and agree

that Visit250 shall have the right to use any Verified Images in accordance with Section 5.5 for advertising, marketing, and any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Where Visit250 is not the exclusive owner of Verified Images, by using such Verified Images on or through the Visit250 Platform, you grant to Visit250 an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such Verified Images for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Visit250 grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use Verified Images outside of the Visit250 Platform solely for your personal and non-commercial use.

- 5.7 You are solely responsible for all Member Content you make available on or through the Visit250 Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Visit250 Platform, or you have all rights, licenses, consents, and releases that are necessary to grant to Visit250 the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Visit250's use of the Member Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 5.8 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates Visit250's Content Policy or any other Visit250 policy. Visit250 may, without prior notice, remove or disable access to any Member Content that Visit250 finds to violate applicable law, these Terms or Visit250's then-current Policies or

Standards, or otherwise may be harmful or objectionable to Visit250, its Members, third parties, or property.

- 5.9 Visit250 respects copyright law and expects its Members to do the same. If you believe that any content on the Visit250 Platform infringes the copyrights you own, please notify us following our Copyright Policy.

6. Service Fees

- 6.1 Visit250 may charge fees to Hosts (Host Fees) and/or Guests (service fees) in consideration for the use of the Visit250 Platform and its associated payment processing services.
- 6.2 Any applicable Service Fees (including applicable Taxes) will be displayed to a Host or Guest before publishing or booking a Listing. Visit250 reserves the right to change the Service Fees at any time and will provide Members adequate notice of any fee changes before they become effective. Such fee changes will not affect any bookings made before the effective date of the fee change.
- 6.3 You are responsible for paying any Service Fees that you owe to Visit250. Visit250 Payments collect the applicable Service Fees (including any applicable Taxes). Visit250 Payments will deduct any Host Fees (percentage of subtotal booking amount) from the Listing Fee before remitting the payout to the Host. Any Guest Fees are included in the Total Fees collected by Visit250 Payments, paid by the guests. Service Fees are non-refundable.
- 6.4 The Host fee for using the Visit250 Platform is 10% of the booking amount deducted from the booking amount at the time of a Payout.

7. Terms specific for Hosts

7.1 Terms applicable to all Listings

- 7.1.1 When creating a Listing through the Visit250 Platform, you must (i) provide complete and accurate information about your Host Service (such as listing description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as house rules) and requirements that apply (such as any minimum age, proficiency or fitness requirements for an Experience) and (iii) provide any other pertinent information requested by Visit250. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.
- 7.1.2 You are solely responsible for setting a price (including any Taxes if applicable or charges such as cleaning fees) for your Listing (“Listing Fee”). Once a Guest requests a booking of your Listing, you may not demand that the Guest pays a higher price than in the booking request.

- 7.1.3 Any terms and conditions in your Listing, particularly in cancellations, must not conflict with these Terms or the relevant cancellation policy for your Listing.
- 7.1.4 Pictures, animations, or videos (collectively, Images) used in your Listings must accurately reflect the quality and condition of your Host Services. Visit250 reserves the right to require that Listings have a minimum number of Images of a specific format, size, and resolution. Visit250 also reserves the right to remove any listing previously reported by guests as having non-conforming images to the actual property.
- 7.1.5 The placement and ranking of Listings in search results on the Visit250 Platform may vary and depend on various factors, such as Guest search parameters and preferences, Host requirements, price and calendar availability, Number and quality of Images, Reviews and Ratings, nationality Host, etc.
- 7.1.7 Visit250 does not provide insurance for hosts listing. Therefore it recommends that Hosts obtain appropriate insurance for their Host Services. Please review any respective insurance policy carefully, and in particular, make sure that you are familiar with and understand any exclusions. Any deductibles that may apply for a such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Guests (and the individuals the Guest has booked for, if applicable) while staying at your Accommodation.

7.2 Listing Accommodations

- 7.2.1 Unless Visit250 allows you to list up to one Accommodation per Listing.
- 7.2.2 If you require a security deposit for your Accommodation, you must specify this in your Listing (Security Deposit). Hosts cannot ask for a Security Deposit (i) after a booking has been confirmed or (ii) outside of the Visit250 Platform.
- 7.2.3 You represent and warrant that any Listing you post and the booking of, or a Guest's stay at, an Accommodation will (i) not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, or other agreements, and (ii) comply with all applicable laws, Tax requirements, and other rules and regulations (including having all required permits, licenses, and registrations). As a Host, you are responsible for your acts and omissions and for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation at your request or invitation, excluding the Guest and any individuals the Guest invites to the Accommodation.

8. Terms specific for Guests

8.1 *Terms applicable to all bookings*

- 8.1.1 Subject to meeting any requirements (such as completing any verification processes) set by Visit250 or the Host, you can book a Listing available on the Visit250 Platform by following the respective booking process. All applicable fees, including the Listing Fee, Security Deposit (if applicable), Guest Fee, and any applicable Taxes (collectively, “Total Fees”), will be presented to you before booking a Listing. You agree to pay the Total Fees for any booking requested with your Visit250 Account.
- 8.1.2 Upon receipt of a booking confirmation from Visit250, a legally binding agreement is formed between you and your Host, subject to any additional terms and conditions of the Host that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. Visit250 Payments will collect the Total Fees at the booking request or upon the Host’s confirmation pursuant to the Payments Terms.

8.2 *Booking Accommodations*

- 8.2.1 You understand that a confirmed booking of an Accommodation (“Accommodation Booking”) is a limited license granted to you by the Host to enter, occupy and use the Accommodation for the duration of your stay. During this time, the Host (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation by your agreement with the Host.
- 8.2.2 You agree to leave the Accommodation no later than the checkout date and time that the Host specifies in the Listing or such other time as mutually agreed upon between you and the Host. Suppose you stay past the agreed-upon checkout time without the Host's consent (“Overstay”). In that case, you no longer have a license to stay in the Accommodation, and the Host is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by the Host, for each twenty-four (24) hour period (or any portion thereof) that you Overstay, an additional nightly fee of up to two (2) times the average nightly Listing Fee initially paid by you to cover the inconvenience suffered by the Host, plus all applicable Guest Fees, Taxes, and any legal expenses incurred by the Host to make you leave (collectively, Overstay Fees). Overstay Fees for late checkouts on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by the Host due to such Overstay. If you Overstay at an

Accommodation, you authorize Visit250 (via Visit250 Payments) to charge you to collect Overstay Fees. A Security Deposit, if required by a Host, may be applied to any Overstay Fees due for a Guest's Overstay.

8.3 Things to do and some experience

- 8.3.1 Visit250 offers guests some things to do during their stay at a particular city per search queries on their trips which may include but are not limited to; restaurants, places to visit; guests acknowledge engaging in "things to do " do not bind them under any agreement with Visit250. They do so under their sole discretion and do not hold Visit250 liable for any inaccuracies of the things to do.

9. Booking Cancellations and Refunds

- 9.1 Hosts and Guests are responsible for any modifications to a booking that they make via the Visit250 Platform or direct Visit250 customer service to make (Booking Modifications) and agree to pay any additional Listing Fees, Host Fees, or Guest Fees and/or Taxes associated with such Booking Modifications.
- 9.2 Guests can cancel a confirmed booking at any time pursuant to the Listing's cancellation policy set by the Host, and Visit250 will refund the amount of the Total Fees due to the Guest in accordance with the such cancellation policy. This implies the following:
 - If the cancellation happens according to the time set by both Bogalo [72 hours before the arrival date] and by the host, the guest will receive a full refund(subtotal booking amount) minus the service fees and any associated transaction fees.
 - If the cancellation happens within the time set by the host but does not happen within the time set by Visit250, the guest will receive a refund of the full amount they paid minus a service fee charged by Visit250.
- Guests cancellation generally do not get a service fee refund. All service fees are non-refundable.
- 9.3 If a Host cancels a confirmed booking, the Guest will receive a full refund of the Total Fees for such booking. In addition, Visit250 may (i) keep the calendar for the Listing unavailable or blocked for the dates of the canceled booking. Visit250 imposes fees on host cancellation where the guest meets all hosts' requirements.
- 9.4 In certain circumstances, Visit250 may decide, in its sole discretion, that it is necessary to cancel a pending or confirmed booking and initiate

corresponding refunds and payouts. This may be for reasons set forth (i) where Visit250 believes in good faith while taking the legitimate interests of both parties into account; this is necessary to avoid significant harm to Visit250, other Members, third parties, or property, or (ii) for any of the reasons set out in these Terms.

- 9.5 If a Guest who books an Accommodation suffers a Travel Issue, Visit250 may determine, in its sole discretion, to refund the Guest part or all of the Total Fees.
- 9.6 Except as otherwise set out in these Terms, Members may contact our Support to send or request money for refunds.
- 9.7 Refunds are immediate on the part of Visit250. However, refunds may take up to 15 business days to reflect on users' accounts, depending on their financial institution.

10. Ratings and Reviews

- 10.1 Within a specific time frame after completing a booking, Guests and Hosts can leave a public review ("Review") and submit a star rating ("Rating") about each other. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of Visit250. Ratings and Reviews are not verified by Visit250 for accuracy and may be incorrect or misleading.
- 10.2 Ratings and Reviews by Guests and Hosts must be accurate and may not contain any offensive or defamatory language.
- 10.3 Members are prohibited from manipulating the Ratings and Reviews system, such as instructing a third party to write a positive or negative Review about another Member.
- 10.4 Ratings and Reviews are part of a Member's public profile and may also be surfaced elsewhere on the Visit250 Platform (such as the Listing page) together with other relevant information such as the number of bookings, number of cancellations, and other information.

11. Damage to Accommodations, Disputes between Members

- 11.1 As a Guest, you are responsible for leaving the Accommodation (and any personal or other property located at the Accommodation) in the condition you met it. You are responsible for your own acts and omissions and for the acts and omissions of any individuals you invite to, or otherwise provide access to, the Accommodation, excluding the Host

(and the individuals the Host invites to the Accommodation, if applicable).

- 11.2 If a Host claims and provides evidence that you as a Guest have damaged an Accommodation or any personal or other property at an Accommodation (Damage Claim), the Host can seek payment from you through the Resolution Center. If a Host escalates a Damage Claim to Visit250, you will be allowed to respond. Visit250 also reserves the right to otherwise collect payment from you and pursue any remedies available to Visit250 in situations in which you are responsible for a Damage Claim.
- 11.3 Members agree to cooperate with and assist Visit250 in good faith and to provide Visit250 with such information and take such actions as may be reasonably requested by Visit250 in connection with any Damage Claims or other complaints or claims made by Members relating to (i) Accommodations or any personal or other property located at an Accommodation (including, without limitation, damages).

12. Rounding off

- Visit250 generally supports payment amounts payable from or to Guests or Hosts to the smallest unit supported by a given currency (i.e., U.S. cents, Euro cents, or other supported currencies). Where Visit250's third-party payment services provider does not support payments in the smaller unit supported by a given currency, Visit250 may, in its sole discretion, round up or round down the displayed amounts that are payable from or to Guests or Hosts to the nearest whole operational base unit in which the currency is denominated (i.e., to the nearest dollar, Euro or other supported currency); for example, Visit250 may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

13. Taxes

- 13.1 As a Host, you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes (Taxes). You are responsible for including these taxes when making a listing.
- 13.2 Tax regulations may require us to collect appropriate Tax information from Hosts, or withhold Taxes from payouts to Hosts, or both. If a Host fails to provide us with the required documentation under applicable law (e.g., a tax number) that we determine to be sufficient to alleviate our

obligation (if any) to withhold Taxes from payouts to you, we reserve the right to withhold payouts up to the tax-relevant amount as required by law, until resolution.

- 13.3 Visit250 reserves the right, with prior notice to Hosts, to cease the Collection and Remittance in any jurisdiction for any reason at which point Hosts and Guests are once again solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Accommodations in that jurisdiction.

14. Unauthorized activities

- 14.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Visit250 Platform. Unauthorized uses of the Site include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously and expressly agreed to by us:
 - offer, as a Host, any Accommodation that you do, not yourself own or have permission to make available as a residential or other property through the Visit250 Platform;
 - breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;
 - use the Visit250 Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Visit250 endorsement, partnership or otherwise misleads others as to your affiliation with Visit250;
 - copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Visit250 Platform in any way that is inconsistent with Visit250's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;
 - use the Visit250 Platform in connection with the distribution of unsolicited commercial messages (spam);
 - unless Visit250 explicitly permits otherwise, book any Listing if you will not actually be using the Host Services yourself;
 - contact another Member for any purpose other than asking a question related to a your own booking, Listing, or the Member's use of the Visit250 Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;

- o use the Visit250 Platform to request, make or accept a booking independent of the Visit250 Platform, to circumvent any Service Fees or for any other reason;
- o request, accept or make any payment for Listing Fees outside of the Visit250 Platform or Visit250 Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Visit250 harmless from any liability for such payment;
- o discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- o misuse or abuse any Listings or services associated with the Visit250.
- o use, display, mirror or frame the Visit250 Platform or Collective Content, or any individual element within the Visit250 Platform, Visit250's name, any Visit250 trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Visit250 Platform, without Visit250's express written consent;
- o dilute, tarnish or otherwise harm the Visit250 brand in any way, including through unauthorized use of Collective Content, registering and/or using Visit250 or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Visit250 domains, trademarks, taglines, promotional campaigns or Collective Content;
- o use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Visit250 Platform for any purpose;
- o avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Visit250 or any of Visit250's providers or any other third party to protect the Visit250 Platform;
- o attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Visit250 Platform;

- o take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Visit250 Platform;
 - o violate or infringe anyone else's rights or otherwise cause harm to anyone through the Visit250 platform.
- Any use of the Site or the tools and services on the Site for the purpose of booking or soliciting a rental of a property other than a property listed under a valid subscription or pay-per-booking product;
- 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 the Site and its inquiry or booking 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 to 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.
- You acknowledge that Visit250 has no obligation to monitor the access to or use of the Visit250 Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i)

operate, secure and improve the Visit250 Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist Visit250 in good faith, and to provide Visit250 with such information and take such actions as may be reasonably requested by Visit250 with respect to any investigation undertaken by Visit250 or a representative of Visit250 regarding the use or abuse of the Visit250 Platform.

- Suppose you are aware of or experience any content, activity, or communication through or in connection with the Site that violates the above restrictions or violates any other provision of these Terms. In that case, we ask that you please inform us by contacting us at the address below; 447 Broadway, 2nd FL #871, New York, NY 10013, United States.

15. Term and Termination, Suspension and other Measures

- 15.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Visit250 terminate the Agreement in accordance with this provision.
- 15.2 You may terminate this Agreement at any time by sending us an email. If you cancel your Visit250 Account as a Host, any confirmed booking(s) will be automatically cancelled and your Guests will receive a full refund. If you cancel your Visit250 Account as a Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing's cancellation policy.
- 15.3 Without limiting our rights specified below, Visit250 may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.
- 15.4 Visit250 may immediately, without notice, terminate this Agreement and/or stop providing access to the Visit250 Platform if (i) you have materially breached your obligations under these Terms, the Payments Terms, our Policies , (ii) you have violated applicable laws, regulations or third party rights, or (iii) Visit250 believes in good faith that such action is reasonably necessary to protect the personal safety or property of

Visit250, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

- 15.5 In addition, Visit250 may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Visit250 Account registration, Listing process or thereafter, (iv) you and/or your Listings or Host Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Visit250 otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) Visit250 believes in good faith that such action is reasonably necessary to protect the personal safety or property of Visit250, its Members, or third parties, or to prevent fraud or other illegal activity:
 - refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content;
 - cancel any pending or confirmed bookings;
 - limit your access to or use of the Visit250 Platform;
 - temporarily or permanently revoke any special status associated with your Visit250 Account;
 - temporarily or in case of severe or repeated offenses permanently suspend your Visit250 Account and stop providing access to the Visit250 Platform.
- In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Visit250 and an opportunity to resolve the issue to Visit250's reasonable satisfaction.
- 15.6 If we take any of the measures described above (i) we may refund your Guests in full for any and all confirmed bookings that have been cancelled, irrespective of preexisting cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.
- 15.7. When this Agreement has been terminated, you are not entitled to a restoration of your Visit250 Account or any of your Member Content. If your access to or use of the Visit250 Platform has been limited or your Visit250 Account has been suspended or this Agreement has been terminated by us, you may not register a new Visit250 Account or access

and use the Visit250 Platform through Visit250 Account of another Member.