

ULODGING INC MARKETPLACE TERMS OF USE
LAST REVISED: MARCH 27, 2020

PLEASE READ THIS TERMS OF USE AGREEMENT (“**AGREEMENT**”) CAREFULLY. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU (“**USER**”) AND ULODGING, INC. (“**ULODGING**,” “**COMPANY**,” “**WE**,” OR “**US**”).

SECTION 19 OF THIS AGREEMENT IS AN ARBITRATION CLAUSE THAT REQUIRES MOST DISPUTES BETWEEN US TO BE RESOLVED ON AN INDIVIDUAL, NON-CLASS ACTION BASIS THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF IN COURT. SEE SECTION 19 FOR MORE INFORMATION REGARDING THIS ARBITRATION CLAUSE, AND HOW TO OPT OUT.

By accessing or using ulodging.com, or any other website with an authorized link to this Agreement (“**Site**”), registering an account or accessing or using any content, information, services, features or resources available or enabled via the Site (collectively, the “**Services**”), or clicking on a button or taking another action to signify your acceptance of this Agreement, you: (1) agree to be bound by this Agreement and any future amendments and additions to this Agreement as published through the Services; (2) represent you are of legal age in your jurisdiction of residence to form a binding contract; and (3) represent that you have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization or other legal entity on whose behalf you use the Services. **Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use the Services.**

Your use of the Services is also subject to any additional terms, conditions and policies that we separately post on the Services (“**Supplemental Terms**”) which are incorporated by reference into this Agreement. To the extent there is any conflict between this Agreement and the Supplemental Terms, the Supplemental Terms will control with respect to the subject matter of such agreement.

Subject to Section 19.9 of this Agreement, Ulodging reserves the right to modify this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement or any applicable Supplemental Terms on the applicable Services. We will also update the “Last Updated” date at the top of the Agreement. If we make material changes to this Agreement, we may (and, where required by law, will) also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via e-mail if you have an Account (as defined in Section 3.1) or another manner through the Services (which may include posting an announcement on our Site). Ulodging may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you will stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT AGREEMENT.

- 1. HOW THE ULODGING SERVICES WORK.** The Services may be used to facilitate the listing and booking of accommodations (“**Accommodations**”). We make our Services available as an online platform or marketplace for users who list Accommodations (“**Hosts**”) to connect with users who want to book Accommodations (“**Lodgers**”) and make arrangements directly with each other. Ulodging is not an owner or operator of properties, including hotel rooms, motel rooms, or other lodgings or accommodations, nor is it a provider of properties. We do not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties, or transportation or travel services. Our responsibilities are limited to facilitating the availability of the Services.

PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICES ARE INTENDED TO BE USED TO FACILITATE HOSTS AND LODGERS CONNECTING AND BOOKING ACCOMMODATIONS DIRECTLY WITH EACH OTHER. ULODGING CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY, SAFETY, OR SUITABILITY OF ANY. ULODGING IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND ACCOMMODATIONS. ACCORDINGLY, ANY BOOKINGS WILL BE MADE OR ACCEPTED AT A USER’S OWN RISK.

- 2. USE OF THE SERVICES.** The Services and the information and content available on the Services are protected by copyright laws throughout the world. Subject to the Agreement, Ulodging grants you a limited license to reproduce portions of the Services for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by Ulodging in a separate license, your right to use any Services is subject to the Agreement.

2.1 Updates. You understand that the Services are evolving. As a result, the Ulodging may require you to accept updates to the Services that you have installed on your computer or mobile device. You acknowledge and agree that the Ulodging may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services.

2.2 Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, including the Site, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of the Ulodging; (c) you shall not use any metatags or other “hidden text” using Ulodging’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) access the Services in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to the Agreement. The Ulodging, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of Services terminates the licenses granted by Ulodging pursuant to the Agreement.

2.3 Third-Party Materials. As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Ulodging to monitor such materials and that you access these materials at your own risk.

3. REGISTRATION

3.1 Registering Your Account. In order to use certain features of the Services, including to make a booking, you are required to become a Registered User. For purposes of this Agreement, a “**Registered User**” is a user who has registered an account on the Site (“**Account**”).

3.2 Registration Data. In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services’ registration form (the “**Registration Data**”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Services by minors. You may not share your Account or password with anyone, and you agree to (1) notify the Ulodging immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Ulodging has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Ulodging has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. Ulodging reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Services if you have been previously removed by Ulodging, or if you have been previously banned from any of the Services.

4. RESPONSIBILITY FOR CONTENT

4.1 Types of Content. You acknowledge that all Content, including the Services, is the sole responsibility of the party from whom such Content originated. This means that you, and not Ulodging, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“**Make Available**”) through the Services or data collected by or related to the Services and your use thereof (“**Data**”) (collectively, “**Your Content**”), and that you and other Users of the Services, and not Ulodging, are similarly responsible for all Content they Make Available on the Services (“**User Content**”).

4.2 No Obligation to Pre-Screen Content. You acknowledge that Ulodging has no obligation to pre-screen Content (including, but not limited to, User Content), although Ulodging reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Ulodging pre-screens, refuses or removes any Content, you acknowledge that Ulodging will do so for Ulodging's benefit, not yours. Without limiting the foregoing, Ulodging shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.

4.3 No Obligation to Pre-Screen or Inspect Accommodations. You acknowledge that Ulodging has no obligation to pre-screen or inspect Accommodations, although Ulodging reserves the right in its sole discretion to pre-screen, inspect, or refuse any Accommodations. In the event that Ulodging pre-screens, inspects, or refuses any Accommodation, you acknowledge that Ulodging will do so for Ulodging's benefit, not yours. Without limiting the foregoing, Ulodging shall have the right to remove any listing or refuse any Accommodation that violates this Agreement or is otherwise objectionable.

5. LISTINGS

5.1 Creating a Listing. You must be a Registered User to create a listing. To create a listing, you will be asked a variety of questions about the Accommodation to be listed, including, but not limited to, the location, capacity, size, description, features, and availability of the Accommodation and pricing (the "**Listing Fee**") and related rules and financial terms. In order to be featured in listings via the Services, all Accommodations must have valid physical addresses. Listings will be made publicly available via the Site. You understand and agree that the placement or ranking of listings in search results may depend on a variety of factors, including, but not limited to, user preferences, ratings and/or ease of booking.

5.2 Booking an Accommodation. All Users may browse your listings, but only Registered Users will be able to book your Accommodation via the Site based upon the information provided in your listing, your Lodger requirements, and the Lodger's search parameters and preferences. You understand and agree that once a Lodger requests a Booking of your Accommodation, you may not request the Lodger to pay a higher price than in the booking request.

5.3 Rules Regarding Listings. You acknowledge and agree that you alone are responsible for any and all listings and Content you post. Accordingly, you represent and warrant that any listing you post and the booking of, or a Lodger's stay at an Accommodation in a listing you post (i) will not breach any agreements you have entered into with any third parties, including, with respect to Accommodations, homeowners association, condominium, or other third party agreements, and (ii) will (a) be in compliance with all applicable laws, tax requirements, intellectual property laws, and rules and regulations that may apply to any Accommodation included in a listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that Ulodging assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Ulodging reserves the right, at any time and without prior notice, to (i) remove or disable access to any listing for any reason, including listings that we, in our sole discretion, consider to be objectionable for any reason, in violation of this Agreement or otherwise harmful to the Site or other Users; or (ii) cancel a listing in the event Ulodging learns of a breach or alleged breach by the Host of this Agreement.

5.4 Agreements between Lodgers and Hosts. If you are a Host, you understand and agree that Ulodging does not act as an insurer or as your contracting agent. If a Lodger requests a booking of your Accommodation, any agreement you enter into with such Lodger is between you and the Lodger and Ulodging is not a party to it.

5.5 Responsibility for Third Parties. You acknowledge and agree that, as a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation, excluding the Lodger (and the individuals the Lodger invites to the Accommodation, if applicable.)

5.6 Insurance. Ulodging recommends that Hosts obtain appropriate insurance for their Accommodations. Please review any insurance policy that you may have for your Accommodation carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover

the actions or inactions of or relating to Lodgers (and the individuals the Lodger invites to the Accommodation, if applicable) while at your Accommodation.

6. OWNERSHIP

6.1 Services. Except with respect to Your Content and User Content, you agree that Ulodging and its suppliers own all rights, title and interest in the Services. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site or the Services.

6.2 Trademarks. “Ulodging” and other related graphics, logos, service marks and trade names used on or in connection with the Services or in connection with the Services are the trademarks of Ulodging and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on the Services are the property of their respective owners.

6.3 Other Content. Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on the Services. Ulodging prohibits and does not recognize any purported transfers of virtual property effectuated outside of the Services, or the purported sale, lease, gift or trade in the “real world” of anything that appears or originates in the Services. Accordingly, you may not trade, sell or attempt to sell Coastal Dollars for “real” money, or exchange that currency for value of any kind outside of the Site or Services. Any such transfer or attempted transfer is prohibited and void and will subject your Account to termination.

6.4 Your Content. Ulodging does not claim ownership of Your Content. However, when you as a user post or publish Your Content on the Services, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content. Subject to any applicable account settings that you select, you grant Ulodging a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating and providing the Services to you and to our other Users. Please remember that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of the Services. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Ulodging, are responsible for all of Your Content that you Make Available on the Services.

6.5 Account. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on the Services, you acknowledge and agree that you will have no ownership or other property interest in your Account, and your further acknowledge and agree that all rights in and to your Account are and will forever be owned by and inure to the benefit of Ulodging.

6.6 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Ulodging through its suggestion, feedback, wiki, forum or similar pages (“**Feedback**”) is at your own risk and that Ulodging has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Ulodging a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services.

7. USER CONDUCT

7.1 Restrictions. You agree that you will not, under any circumstances:

(a) Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized software designed to modify or interfere with any Services;

(b) Interfere with or damage Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;

(c) Modify or cause to be modified any files that are a part of the Services;

(d) Disrupt, overburden, or aid or assist in the disruption or overburdening of: (i) any computer or server used to offer or support the Services; or (ii) the enjoyment of Services by any other person;

(e) Institute, assist, or become involved in any type of attack, including, but not limited to, distribution of a virus, denial of service attacks upon the Services, or other attempts to disrupt the Services or any other person's use or enjoyment of the Services;

(f) Attempt to gain unauthorized access to the Services, accounts registered to others, or to the computers, servers or networks connected to the Services by any means other than the User interface provided by Ulodging, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Services;

(g) Access, tamper with or use non-public areas of the Services, Ulodging's computer systems, or the technical delivery systems of Ulodging's providers;

(h) Attempt to probe, scan, or test the vulnerability of any Ulodging system or network, or breach any security or authentication measures;

(i) Disrupt or interfere with the security of, or otherwise cause harm to, the Services, systems, resources, accounts, passwords, servers or networks connected to or accessible through the Services or any affiliated or linked sites;

(j) Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Ulodging or any of Ulodging's providers or any other third party (including another User) to protect the Services;

(k) Upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or

(l) Engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise).

7.2 General. In connection with your use of the Services, you shall not:

(a) Make Available any Content that (i) is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (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 (v) promotes illegal or harmful activities;

(b) Harm minors in any way;

(c) Impersonate any person or entity, including, but not limited to, Ulodging personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(d) Make Available any Content that you do not have a right to Make Available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

(e) Make Available any Content that infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary or contractual rights;

(f) Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, or any order of a court;

(g) Stalk or otherwise harass any other user of our Services; or

(h) Advocate, encourage or assist any third party in doing any of the foregoing activities in this section.

8. No SOLICITATION. The Services may not be used to solicit for any other business, website or services. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to the Site facilitated through the Services. You may not use the Services to collect usernames and/or email addresses of Users by electronic or other means without the express prior written consent of Ulodging.

9. INVESTIGATIONS. Ulodging may, but is not obligated to, monitor or review the Services and Content at any time. Without limiting the foregoing, Ulodging shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Agreement or any applicable law. Although Ulodging does not generally monitor user activity occurring in connection with the Services or Content, if Ulodging becomes aware of any possible violations by you of any provision of the Agreement, Ulodging reserves the right to investigate such violations, and Ulodging may, at its sole discretion, immediately terminate your license to use the Services, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

10. INTERACTIONS WITH OTHER USERS. You are solely responsible for your interactions with other Users and any other parties with whom you interact; provided, however, that Ulodging reserves the right, but has no obligation, to intercede in such disputes. You agree that Ulodging will not be responsible for any liability incurred as the result of such interactions. YOU UNDERSTAND THAT ULODGING DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS. ULODGING ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS REGISTERED USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS REGISTERED USERS. ULODGING MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF REGISTERED USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE REGISTERED USERS. ULODGING RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

10.1 CONTENT PROVIDED BY OTHER USERS. The Services may contain User Content provided by other Users, including listings. Ulodging is not responsible for and does not control User Content. Ulodging has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

10.2 THIRD-PARTY SITES. The Services may contain links to third-party websites (“Third-Party Sites”). When you click on a link to a Third-Party Site, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Sites are not under the control of Ulodging. Ulodging is not responsible for any Third-Party Sites. Ulodging provides these Third-Party Sites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Sites, or their products or services. You use all links in Third-Party Sites at your own risk. When you leave our Site, this Agreement and other related policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

11. FEES AND PAYMENT POLICY

11.1 Service Fees. In consideration for the use of the Services, Ulodging charges service fees to Lodgers (“Lodger Fees”) and Host (“Host Fees”) in consideration for use of the Services (collectively, the “Service Fees”). Ulodging collects these Service Fees, and, where applicable, may also collect taxes (such as VAT in Europe) in respect of the Lodger Fees and Host Fees. More information about how Service Fees are calculated can be found on our Service Fees page, available upon request. Any applicable Service Fees will be displayed to a Host or Lodger prior to booking an Accommodation. Ulodging reserves the right to change the Services Fees at any time and will provide Lodgers and Hosts adequate notice of any fee changes before they become effective. Such fee

changes will not affect any bookings made prior to the effective date of the fee change. You are responsible for paying any Service Fees that you owe to Ulodging. Should the Lease between Host and Lodger be executed outside the Site and should Service Fees be received by Host directly and not in accordance with Section 11.3a & 11.3b, the Service Fees, as described in the Service Fees Agreement (Exhibit I) shall be paid by Host to Ulodging within five (5) days of the execution of lease between Lodger and Host. Furthermore, there shall no requirement by Ulodging to submit an invoice to Host in order to receive said Service Fees. Except as otherwise provided herein, all Service Fees are non-refundable.

11.2 Payment Information for Lodgers.

(a) You as a Lodger agree to pay all fees or charges associated with your Account, including the Listing Fees, taxes and Lodger Fees, if applicable, (collectively, the “**Total Fees**”) or a Deposit (as defined below), in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You as Lodger will be responsible for paying any applicable taxes relating to your payments and will indemnify and hold harmless Ulodging from any and all taxes, including sales tax, based on any payments made by you via the Services. Ulodging does not make any representation or render any advice as to the potential tax implications of any payments made via the Services, or booking or sale, and you should consult your tax professional with regards to the same. Except as otherwise provided herein, the Total Fees are non-refundable.

(b) You must provide Ulodging with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) or account information for ACH (“**Payment Method**”) as a condition to book Accommodations through the Services. By providing Ulodging with your Payment Method, you agree that the Host is authorized to immediately invoice you for either: (i) an initial deposit payment (“**Deposit**”); or (ii) all the Total Fees due and payable to Ulodging hereunder, and that no additional notice or consent is required. You agree to immediately notify Ulodging of any change in your billing address or the credit card used for payment hereunder. In the event that you pay a Deposit, you agree that the Host is authorized to immediately invoice an amount equal to the Total Fees minus the Deposit on the date specified in the invoice sent by Host.

(c) The Hosts, not Ulodging, are solely responsible for honoring any confirmed bookings and making available any Accommodations reserved through the Services. If you, as a Lodger, choose to enter into a transaction with a Host for the booking of an Accommodation, you agree and understand that you will be required to enter into an agreement with the Host and you agree to accept any terms, conditions, rules and restrictions associated with such Accommodation imposed by the Host (the “**Lease**”). You acknowledge and agree that you, and not Ulodging, will be responsible for performing the obligations of any Lease, that Ulodging is not a party to such Lease, and that, with the exception of Ulodging’s payment obligations hereunder, Ulodging disclaims all liability arising from or related to any such Lease. The Total Fees payable will be displayed to a Lodger before the Lodger sends a booking request to a Host. As noted above, the Host is required to either preapprove, confirm or reject the booking request. Upon confirmation of your booking request, the Host may request a deposit payment to reserve the Accommodation (the “**Deposit**”). Except as otherwise provided herein, all Deposits are non-refundable.

(d) If Lodger pays the Total Fees upfront and in full, Lodger can cancel a confirmed booking to such Accommodation thirty (30) days before checking in to the Accommodation and receive a refund of the Total Fees. However, if Lodger pays a Deposit payment and remainder payment is invoiced to his or her Account, the Deposit payment is non-refundable, but the remainder payment is refundable up to thirty (30) days before checking into the Accommodation. If Ulodging has already collected a payment that is no longer refundable, Ulodging will remit such payment to the Host via ACH.

11.3 Payment Terms for Hosts. If you are a Host and a booking is requested for your Accommodation via the Services, you will be required to either preapprove, confirm or reject the booking request. If you are unable to confirm or decide to reject a booking request, any amounts collected by us for the requested booking will be refunded to the applicable Lodger. When you confirm a booking requested by a Lodger, we will send you a message confirming such booking, depending on the selections you make via the Services.

(a) **No Deposit.** We will collect the Total Fees from Lodgers on or before the date provided on the invoice (“**Rent Payment Date**”), which shall be no later than thirty (30) days before the Lodger is scheduled to check in to the Accommodation. We will initiate payment of the Total Fees (less applicable Host Fees and taxes) to the Host at such time that the Total Fees funds have cleared.

(b) **Deposit.** We will collect the Deposit from Lodgers at the time of the booking request or upon the Host’s confirmation and will initiate payment of the Deposit to Host at such time that Deposit funds have cleared. We will collect the remainder payment on or before the Rent Payment Date and will initiate payment of the

remainder payment (less applicable Host Fees and taxes) to the Host at such time that the remainder payment funds have cleared.

11.4 Third Party Provider. Ulodging uses Stripe, Inc. as the third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). Host shall have the option to execute a Lease directly with the Lodger outside the Site, but if transacted through the Site, you agree to be bound by Stripe's Privacy Policy: <https://stripe.com/us/privacy> and hereby consent and authorize the Ulodging and Stripe to share any information and payment instructions you provide with one or more Third Party Service Provider(s) to the minimum extent required to complete your transactions. By publishing listings on the Site, you also agree to be bound by Stripe's Connected Account Agreement: <https://stripe.com/connect-account/legal>, which includes Stripe's Services Agreement: <https://stripe.com/us/legal>.

12. INDEMNIFICATION. You agree to indemnify and hold Ulodging, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "**Ulodging Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Services; (c) your violation of this Agreement; (d) your violation of any rights of another party, including any users; (e) your interactions with other users; and (f) your violation of any applicable laws, rules or regulations. Ulodging reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Ulodging in asserting any available defenses. This provision does not require you to indemnify any of the Ulodging Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Site or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement or your access to the Services.

13. DISCLAIMER OF WARRANTIES.

13.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. ULODGING PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(a) THE ULODGING PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. ULODGING MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ULODGING OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) FROM TIME TO TIME, THE ULODGING MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT THE ULODGING'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

13.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT THE ULODGING PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE ULODGING PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

13.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT THE ULODGING DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES. ULODGING MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES.

14. LIMITATION ON LIABILITY

14.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ULODGING PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT ULODGING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (5) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

14.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL THE ULODGING PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY THE ULODGING AS A RESULT OF YOUR USE OF THE SERVICES. IF YOU HAVE NOT PAID THE ULODGING ANY AMOUNTS THE ULODGING'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO FIFTY DOLLARS (\$50).

14.3 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

14.4 User Content. THE ULODGING PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

14.5 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ULODGING AND YOU.

15. TERM AND TERMINATION. Subject to this Section 15, this Agreement will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site (including your Account) at any time for any reason at our sole discretion, including for any use of the Site in violation of this Agreement. Upon termination of your rights under this Agreement, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Ulodging will not have any liability whatsoever to you for any termination of your rights under this Agreement, including for termination of your Account or deletion of your User Content. Even after your rights under this Agreement are terminated, the following provisions of this Agreement will remain in effect, including without limitation, ownership provisions, warranty disclaimers and limitation of liability.

16. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT. It is Ulodging's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Ulodging by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe

that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Ulodging's Copyright Agent for notice of claims of copyright infringement is as follows: Michael K. Fretwell, Laubscher & Laubscher, P.C. 1160 Spa Road, Suite 2B, Annapolis, MD 21403

17. REMEDIES.

17.1 Violations. If the Ulodging becomes aware of any possible violations by you of the Agreement, the Ulodging reserves the right to investigate such violations. If, as a result of the investigation, the Ulodging believes that criminal activity has occurred, the Ulodging reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. The Ulodging is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including Your Content, in the Ulodging's possession in connection with your use of the Services, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Agreement, (3) respond to any claims that Your Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of the Ulodging, its Users or the public, and all enforcement or other government officials, as the Ulodging in its sole discretion believes to be necessary or appropriate.

17.2 Breach. In the event that the Ulodging determines, in its sole discretion, that you have breached any portion of the Agreement, or have otherwise demonstrated conduct inappropriate for the Services, the Ulodging reserves the right to:

- (a) Warn you via e-mail (to any e-mail address you have provided to the Ulodging) that you have violated the Agreement;
- (b) Delete any of Your Content provided by you or your agent(s) to the Services;
- (c) Discontinue your registration(s) with any of the Services, including any Services or any Ulodging community;
- (d) Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- (e) Pursue any other action which the Ulodging deems to be appropriate.

17.3 No Subsequent Registration. If your registration(s) with or ability to access the Services, or any other Ulodging community is discontinued by the Ulodging due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Services or any Ulodging community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Services to which your access has been terminated. In the event that you violate the immediately preceding sentence, the Ulodging reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

18. INTERNATIONAL USERS. The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Ulodging intends to announce such Services or Content in your country. The Services are controlled and offered by Ulodging from its facilities in the United States of America. Ulodging makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

19. DISPUTE RESOLUTION. *Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Ulodging and limits the manner in which you can seek relief from us.*

19.1 Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Site or to any aspect of your relationship with Ulodging, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Ulodging may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

19.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent [include name and address of registered agent here]. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Ulodging will pay them for you. In addition, Ulodging will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

19.3 Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Ulodging. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

19.4 Waiver of Jury Trial. YOU AND ULODGING HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Ulodging are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 19.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

19.5 Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection’s limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the State or Federal Courts located in the State of Maryland. All other claims shall be arbitrated.

19.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to cabe@ulodging.com, within 30 days after first

becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Ulodging username (if any), the email address you used to set up your Ulodging account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

19.7 Severability. Except as provided in subsection 19.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

19.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Ulodging.

19.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Ulodging makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Ulodging at the following address: Ulodging, Inc., 1783 Forest Drive, #341, Annapolis, Maryland 21401.

20. GENERAL PROVISIONS.

20.1 Electronic Communications. The communications between you and Ulodging use electronic means, whether you visit the Services or send Ulodging e-mails, or whether Ulodging posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Ulodging in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Ulodging provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

20.2 Assignment. This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without the Ulodging's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

20.3 Force Majeure. Ulodging shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

20.4 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at cabe@ulodging.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

20.5 Governing Law. THE AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF MARYLAND, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

20.6 Notice. Where the Ulodging requires that you provide an e-mail address, you are responsible for providing Ulodging with your most current e-mail address. In the event that the last e-mail address you provided to Ulodging is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Ulodging's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to the Ulodging at the following address: Ulodging, Inc., 1783 Forest Drive, #341, Annapolis, Maryland 21401. Such notice shall be deemed given when received by Ulodging by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

20.7 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

20.8 Severability. If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

20.9 Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by ULodging are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer the ULodging products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

20.10 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

20.11 Additional Documents. Should any document be executed between Host and Lodger outside the Site, including but not excluding the Lease, said documents should be uploaded to the Site upon execution.

20.12 Third Party Amendment. Should ULodging and User modify any of the terms and conditions of this Agreement as stated herein and said modifications be reflected in and agreed to in a modified Agreement between ULodging and User, said modified Agreement will supersede terms or conditions in this Agreement which conflict with said modifications or modified Agreement.

20.13 Entire Agreement. The Agreement and any supplemental or modified documents executed between the parties are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

[END OF TERMS]