

ROOST POLICIES

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All capitalized terms used in these policies shall have the meanings ascribed to them in the Terms and Conditions posted on Roost's Platform.

1. CONTENT POLICY

User Conduct and Responsibilities

- **Respectful Communication:** All interactions on the Platform must be conducted with respect and civility. Harassment, hate speech, or discriminatory language will not be tolerated.
- **Accuracy of Information:** All Listings and profiles must contain accurate and up-to-date information. Deliberate misinformation including false advertisement is strictly prohibited and may result in the suspension or termination of a User's account.
- **Privacy and Data Protection:** Users are expected to respect each other's privacy and refrain from sharing the personal information of others without their consent.

Listings Content Guidelines

- **Property Descriptions:** Listings must provide a truthful and complete description of the Accommodation.

- **Photographs:** Photos should accurately represent the Accommodation. Any photographic misrepresentation is strictly prohibited and may result in the suspension or termination of a User's account.
- **Pricing:** Hosts are expected to be clear and transparent in their pricing of an Accommodation including providing a description of any additional fees such as daily resort fees that may be incurred by a Guest for use of the listed amenities and/or facilities in connection with the Reservation.
- **Availability:** Hosts are expected to maintain a calendar which is current and accurately reflects all Reservations for the Listing to avoid potential conflicts.

Prohibited Content

Users are prohibited from posting any Content that:

- promotes illegal activities including but not limited to drug use, theft, or violence;
- infringes on the intellectual property rights of others;
- repeats the same content, or contains content that is irrelevant to the Platform's purpose as such posts are considered spam and are not permitted;
- deceives or misleads other Users.

Enforcement and Violations

- **Reporting:** Users can report content that they believe violates our policies.
- **Consequences:** Violations of the content policy may result in the removal of the content from the Platform and/or suspension or termination of a User's account.

Review and Amendments

- **Periodic Review:** This Content Policy will be reviewed periodically by Roost and may be updated from time to time to conform to the needs of our Users or to reflect changes in applicable laws and/or regulations.
- **Notice of Changes:** Users will be notified of significant changes to the Content Policy via the Platform and/or email.

2. PRIVACY POLICY

This Privacy Policy ("Policy") applies to Roost, and Roost App, Inc. ("Company") and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to the Company include www.roosttheapp.com. The Company's application is a Travel application. By using the Company application, you consent to the data practices described in this statement.

Collection of your Personal Information

In order to better provide you with products and services offered, the Company may collect personally identifiable information, such as your:

- First and last name
- Mailing address
- Email address
- Phone number

If you purchase the Company's products and services, we collect billing and credit card information. This information is used to complete the purchase transaction.

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

Use of your Personal Information

The Company collects and uses your personal information in the following ways:

- to operate and deliver the services you have requested;
- to provide you with information, products, or services that you request from us;

- to provide you with notices about your account;
- to carry out the Company's obligations and enforce our rights arising from any contracts entered between you and us, including for billing and collection;
- to notify you about changes to Roost or any products or services we offer or provide;
- in any other way we may describe when you provide the information;
- for any other purpose with your consent.

The Company may also use your personally identifiable information to inform you of other products or services available from the Company and its affiliates.

Sharing Information with Third Parties

The Company does not sell, rent, or lease its customer lists to third parties.

The Company may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to the Company, and they are required to maintain the confidentiality of your information.

The Company may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on the Company or the site; (b) protect and defend the rights or property of the Company; and/or (c) act under exigent circumstances to protect the personal safety of users of the Company or the public.

Right to Deletion

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records; and
- Direct any service providers to delete your personal information from their records.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, and provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Children Under Thirteen

The Company does not knowingly collect personally identifiable information from children under the age of 13. The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

Email Communications

From time to time, the Company may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. In order to improve our services, we may receive a notification when you open an email from the Company or click on a link therein.

If you would like to stop receiving marketing or promotional communications via email from the Company, you may opt out of such communications by clicking on the unsubscribe button.

External Data Storage Sites

We may store your data on servers provided by third-party hosting vendors with whom we have contracted.

Changes to This Statement

The Company reserves the right to change this Policy from time to time. For example, when there are changes in our services, changes in our data protection practices, or changes in the law. When changes to this Policy are significant, we will inform you. You may receive a notice by sending an email to the primary email address specified in your account, by placing a prominent notice on our Roost App, Inc., and/or by updating any privacy information. Your continued use of the application and/or services available after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide and be bound by that Policy.

Contact Information

The Company welcomes your questions or comments regarding this Policy. If you believe that the Company has not adhered to this Policy, please contact the Company at:

Roost App, Inc.
8 The Green, STE A
Dover, Delaware 19901

Email Address:
info@roosttheapp.com

3. NON-DISCRIMINATION AND ACCESSIBILITY POLICY

Non-Discrimination

We adhere to a strict non-discrimination policy and observe all laws with respect to inclusivity. We do not tolerate discrimination based on race, color, national origin, religion, sex, familial status, disability, age, genetic information, sexual orientation, gender identity, or any other characteristic protected under any applicable federal, state or local law.

We encourage Guests from all backgrounds to book with us as we are committed to providing a safe and respectful environment for all Guests. Hosts are expected to provide clear, accurate information in their Listings and to respect all cultural differences.

Accessibility

We strive to ensure our Platform and the Accommodations are accessible to individuals with disabilities. We encourage Hosts to make additions and/or improvements to their properties to promote accessibility by all individuals.

Continuous Improvement

Our commitment to non-discrimination and accessibility is ongoing. We welcome feedback that can help us enhance our policies and practices.

Reporting Concerns

If you experience any form of discrimination or have difficulty accessing any part of our Services, please contact us immediately at info@roosttheapp.com. We take such reports seriously and will take appropriate action to address your concerns.

4. IDENTITY VERIFICATION POLICY

Each User is required to adhere to the following policy:

Requirement for Identity Verification

- All Users must complete our identity verification process to make a Reservation or list a property on the Platform. This policy adds a layer of security and fosters trust within our community.

Verification Process

- Users are required to provide a valid government-issued identification such as a passport or driver's license.
- We will ask for additional information such as your date of birth, physical address, or a photographic headshot to ensure the identification's validity.
- We may use third-party services to verify the information provided by you by checking public records and other databases.

Privacy and Data Protection

- Roost is committed to protecting Users' personal information and privacy. We will store and process your identification data in accordance with our Privacy Policy and applicable data protection laws.
- Identification data will be shared only as necessary with third parties performing verification services or as required by law.

User Agreement

- Users agree to provide accurate and true information for identity verification purposes when using our Platform.
- Users also agree to update their identification details should there be any changes to their identification during their association with Roost.

Non-Compliance

- Failure to complete the identity verification process may result in a User's inability to use certain features of the Platform including posting a Listing or making a Reservation.
- Providing false or misleading information may result in immediate termination of your account and other potential legal consequences.

Re-Verification

- Roost reserves the right to request re-verification of your identity at any time to ensure the ongoing security of our Platform.

Limitation of Liability

- While Roost uses robust measures to verify the identity of Users, we do not guarantee that the verification processes are infallible and we shall not be liable for the posting of a false identity by a User or any inaccuracies in the identity of a User that is posted on the Platform.

Consent to Background and Registered Offender Checks:

As part of our commitment to safety, Roost may, but shall have no obligation to, perform or request a third party perform background checks on Users and review public databases for information about registered offenders. Your use of the Services shall serve as your notice and consent that Roost or a third party on behalf of Roost may perform a background check.

5. SAFETY POLICY

Introduction

At Roost, the safety and security of our community—both Hosts and Guests—is our utmost priority. This safety policy outlines the measures we take to promote a secure environment for all parties involved in our mid-term rental transactions.

Commitment to Safety

We are committed to offering a Platform that fosters a secure and trustworthy rental experience. We encourage all Users to act responsibly and keep their own personal safety in mind at all times.

Safety Standards for Properties

To ensure a safe stay, all Listings must meet the following safety standards:

- There must be working smoke detectors installed in each sleeping area of the property, and carbon monoxide detectors must be installed as per the requirements of local authorities.
- There must be a well-stocked first aid kit on the property that is easily accessible to Guests.
- All fire escape routes must be clearly marked and accessible.

- Safety cards with emergency contact numbers, addresses of the nearest hospitals and instructions in case of an emergency must be readily available and prominently displayed on the property.
- Kitchens must be equipped with a functioning fire extinguisher.
- Contact information for the Host or the property manager must be prominently displayed on the property.

Host Responsibilities

Hosts are responsible for the following in accordance with this Safety Policy:

- Ensuring that their property complies with local health and safety regulations;
- Providing a safe and clean environment for Guests;
- Verifying the proper installation and maintenance of safety devices;
- Providing Guests with any necessary instructions for home safety devices and appliances.

Guest Responsibilities

Guests are expected to adhere to the following guidelines in accordance with this Safety Policy:

- Follow all safety guidelines provided by the Host;
- Respect the property and not engage in any dangerous behavior;
- Immediately report any safety or security concerns to the Host;

Guests are not permitted to:

- Permit any dangerous animal to occupy the property. A Guest shall be responsible for ensuring that any animal which may present on the property is not a safety risk to others and is properly contained at all times. Pets are only permitted in or on an Accommodation in accordance with Roost's Pet Policy;
- Store explosive or incendiary devices or assault weapons on the property;
- Use the property for the creation of commercial pornography, photos or videos;
- Use illegal drugs or permit the use of illegal drugs on the property;

- Distribute, sell or gift illegal drugs during occupancy of the property.

Risk Awareness

Our Platform encourages Guests and Hosts to be aware of potential risks such as:

- Natural disasters relevant to the area (e.g. floods, earthquakes, hurricanes, etc.)
- Security concerns in the locality of the Accommodation.
- Potential hazards within the Accommodation itself.

Regular Safety Audits

Hosts are encouraged to regularly perform safety audits of the property to ensure continued compliance with safety standards and this Safety Policy.

Incident Reporting

Both Guests and Hosts are expected to immediately report to Roost and to the local police, where applicable, any incident in which the Guest or Host believes there is a threat or a threat was made which compromises the safety of the Guest or Host.

Policy Updates

This Safety Policy is subject to change from time to time in response to new safety regulations, government regulations and feedback from our community.

6. ACCOUNT AUTHENTICITY POLICY

Introduction

Roost is dedicated to maintaining a trustworthy community by ensuring that all accounts on our Platform represent real, authentic individuals and legitimate Listings. This Account Authenticity Policy outlines our requirements and procedures to verify the identity and authenticity of both Guests and Hosts.

Creating an Account

- All Users are required to provide a valid email address and phone number upon creating an account.

- Users must complete the verification process, which includes providing government-issued identification and a profile photo.

Host Verification

- Hosts may be asked to provide additional documentation to verify their identity and the authenticity of their Listings. This may include proof of property ownership or the right to lease the property.
- Hosts may be subject to additional verification checks to ensure their trustworthiness and the safety of Guests.

Guest Verification

- Guests may be required to provide a government-issued ID prior to booking a Listing. This helps to enhance security for our Hosts and their properties.

Ongoing Authenticity Checks

- Roost reserves the right to conduct periodic authenticity checks to maintain account integrity.
- Accounts may be temporarily disabled during an authenticity check and reinstated upon successful verification.

Account Security Measures

- Secure password guidelines are provided and enforced for all accounts.
- Users are encouraged to use two-factor authentication as an additional layer of security for their account.

False Information and Consequences

- Any User found to have provided false, misleading, or intentionally unverifiable information may face immediate suspension or termination of their account.
- Repeated violations of this Account Authenticity Policy can result in permanent disqualification from using our Services.

Reporting and Investigating

- Users can report suspicious account activity to the Roost support team at info@roosttheapp.com.
- All reports of violation of this Account Authenticity Policy will be investigated and appropriate action will be taken if Roost determines, in its sole discretion, that action is necessary to ensure the integrity of the Platform.

Privacy Protection

- The personal information provided by Users to verify an account shall be handled according to our Privacy Policy and shall be protected by the Company with the highest standards of security.

Policy Updates

- This Account Authenticity Policy is subject to updates to adapt to changes in legal requirements, industry standards, and/or our operating procedures.

7. PAYMENT AND PAYOUTS POLICY

Introduction

Roost aims to ensure a seamless and secure payment experience for both Guests and Hosts. This Payment and Payouts Policy outlines the terms and procedures for Guest payments and Host payouts.

Guest Payment Policy

Booking Payments

- All booking payments must be completed through the Platform. We accept:
 - Visa
 - Mastercard
 - American Express
 - Discover

- A Host may avail themselves of any and all available state and/or legal remedies to remove a Guest from the Accommodations in the event of Guest occupancy of the Accommodation without payment and/or Host approval.

Host Payout Policy

Payout Methods and Timing

- Hosts will receive payouts in accordance with their selected payout method.
- Roost or a third-party payment service provider shall initiate payment to each Host on the third day of the month following the collection of Guest payments by Roost or a third-party payment service provider.

Payout Delays

- The timing of payments may vary based on the banking policies and procedures of the Host's banking institution.
- Delays in payouts may occur due to bank holidays, failure by the Host to provide Roost or its third-party payment service provider with accurate banking information, and/or processing delays by a third-party payment service provider. Hosts are advised to review the Refund and Cancellation and Extenuating Circumstances Policies in advance of confirming any Reservation.

Host Fees

- Roost shall charge for each Reservation a Platform service fee in accordance with the Fee Collection Agreement. This fee will be automatically deducted by Roost or its third-party payment service provider from a Host's payout prior to disbursement of the payout to the Host.

Taxes

- Hosts shall be solely responsible for fulfilling their federal, state and local tax obligations.

Disputes and Resolutions

- A Host, in the event of any concern regarding a payout, shall file a payment dispute with the Roost customer service team at info@roosttheapp.com within forty-eight (48) hours prior to the start of a scheduled Reservation.

Policy Updates

- Roost reserves the right to update this Payment and Payouts Policy from time to time to reflect changes in our terms of service, legal regulations, or operational processes.

8. REFUND AND CANCELLATION POLICY

Finality of Reservation

A Guest's Reservation is considered final upon receipt and confirmation of the Reservation by the Host. Guests will receive a confirmation notice via email indicating the acceptance and finalization of the Reservation from the Host. It is the Guest's sole responsibility to promptly review the confirmation details and immediately inform the Host of any errors or discrepancies in the Reservation.

Thirty (30) Day Cancellation Policy

All Reservations are deemed binding contracts upon confirmation by the Host. Once a Reservation has been confirmed by the Host, Roost shall not under any circumstance, including, but not limited to, a change of plans, personal emergency, or dissatisfaction with the Accommodation, issue any refund of the Protection Plan fee or the rental fee except in accordance with Roost's Extenuating Circumstances Policy.

A Guest must provide the Host with written notice of any changes to a Reservation at least thirty (30) days before the intended check-in date. Changes to the Reservation include alterations to the check-in or check-out dates, reductions in the length of stay, or cancellation of the Reservation in its entirety. If a Guest provides the Host with less than thirty (30) days' notice of changes or cancellation of the Reservation, the Guest will be responsible for the payment for all nights that fall within the thirty (30)-day notice period.

- Example: If a Guest provides the Host with notice twenty (20) days before the originally scheduled check-in date, the Guest will be responsible for the payment of the fee for the ten (10) nights within the original booking period.

Guest's Responsibility

It is the Guest's sole responsibility to familiarize themselves with this Refund and Cancellation Policy.

Force Majeure

Each Guest acknowledges and agrees that notwithstanding Roost's Refund and Cancellation Policy, in the event of a force majeure, where circumstances beyond the control of the Host or Guest such as natural disaster, act of war, governmental restriction or mandate, or public health emergency render an Accommodation uninhabitable or inaccessible, then a refund may be paid in accordance with the Extenuating Circumstances Policy.

9. EXTENUATING CIRCUMSTANCES POLICY

Overview

In general, in the event of cancellation of a Reservation the Roost Protection Plan fee is nonrefundable and refunds shall only be issued in accordance with Roost's Refund and Cancellation Policy; however, in rare circumstances where a large-scale event has occurred or the Host is legally prohibited from honoring the Reservation, the Roost Protection Plan fee and a full refund may be warranted. Guests may cancel their Reservation and receive a full refund if this Extenuating Circumstances Policy is applicable.

Catastrophes

The following events are covered under this Extenuating Circumstances Policy if they:

- impact the location of the Accommodation;
- occur after the time the Reservation is made; and
- prevent or legally prohibit the Host from honoring a future or ongoing Reservation (referred to in this Extenuating Circumstances Policy as "**Catastrophes**").

Catastrophes shall mean:

- **Military actions and other hostilities.** Acts of war, invasions by a foreign enemy, civil war, rebellions, riots, and acts of insurrection or terrorism, bombing or

explosions impacting the entire area or region where the Accommodation is located.

- **Large-scale outages of essential utilities.** Prolonged outages of essential utilities (gas, water, electricity) which impact the entire area or region where the Accommodation is located.
- **Natural disasters.** Natural disasters and other severe weather events which are unusual for the area or region where the Accommodation is located. Weather or natural conditions that are common enough to be foreseeable in a given location, like the snowstorms which occur in the northeast region of the United States, shall only be considered a Catastrophe if the occurrence results in the occurrence of another event covered under this Extenuating Circumstances Policy. For example, a Host cannot honor the Reservation because a major snowstorm caused the outage of essential utilities in the area where the Accommodation is located.
- **Declared public health emergencies and epidemics.** An epidemic, pandemic or public health emergency as declared by the state or federal government shall be considered a Catastrophe, which is covered under this Extenuating Circumstances Policy; however, certain diseases that are endemic (for example, the flu) or commonly associated with an area or region where the Accommodation is located are not covered under this Policy. The public health emergency associated with the COVID-19 pandemic is not covered under this Extenuating Circumstances Policy.
- **Government travel restrictions.** Mandatory travel restrictions imposed by a governmental agency, such as an evacuation order shall be considered a Catastrophe covered under this Extenuating Circumstances Policy; however, the issuance of non-binding travel advisories by the government shall not be covered Catastrophes under this Extenuating Circumstances Policy.

This Extenuating Circumstances Policy shall only apply to confirmed Reservations which have been made for Accommodations located in the area described in the Policy and are scheduled to occur during the timeframe as described herein.

Cancellation of a Reservation upon the occurrence of a Catastrophe

Roost shall make every effort to remain aware of large-scale events which may affect the Listings; however, Users should contact Roost customer service at info@roosttheapp.com when they have been notified of the possibility of the occurrence of a Catastrophe which may impact

their Reservation. Roost shall assess the situation to determine whether the circumstances fall within the parameters of our Extenuating Circumstances Policy and shall notify the appropriate parties of our determination. Should a determination be made that the circumstances qualify as a Catastrophe, as described in our Extenuating Circumstances Policy, we shall issue a refund to the Guest and notify the Host of cancellation of the Reservation.

Events which are not considered Catastrophes

The following is a list of circumstances which do NOT fall under our Extenuating Circumstances Policy. This list is not meant to be exhaustive but rather descriptive of the type of events which might occur and trigger the desire to cancel or reschedule a Reservation.

- Circumstances that personally affect a Guest or their ability to travel to the Accommodation;
- An unexpected injury or illness of a Guest, Host or family member;
- An obligation to satisfy certain government requirements such as serving on a jury or an attendance at a court proceeding;
- The issuance of a non-binding travel advisory by a federal, state or local government entity warning against travel to the location of the Accommodation;
- The cancellation or rescheduling of an event for which the Reservation was made; or
- Transportation disruptions in the area where the Accommodation is located which is unrelated to a covered Catastrophe, such as transportation strikes and road closures.

We encourage Guests and Hosts in the event of a cancellation of a Reservation to work together to reach a mutually acceptable arrangement such as the rescheduling of a Reservation.

Cancellation of a Reservation by a Host

If a Host cancels a Reservation regardless of whether such Reservation is covered by the Extenuating Circumstances Policy, the Host will not receive a payout for the cancelled Reservation and the dates for the Reservation will be blocked on the Accommodation's calendar. Hosts who cancel a Reservation(s) in accordance with this Policy shall not receive a payout for the canceled Reservation and if a payout has been made, the amount will be withheld from the Host's next payout(s).

It is the Host's obligation to ensure that the Accommodation is in habitable, sanitary condition prior to confirming a Reservation. In the event that one or more Guests report that an Accommodation is in unsatisfactory condition at the commencement of a stay, Roost reserves the right, in its sole discretion, to provide a refund to the Guest, remove the Listing, and/or suspend or terminate the account of the Host.