

TERMS AND CONDITIONS FOR ROOST APP, INC.

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AGREEMENT TO OUR LEGAL TERMS

We are Roost App, Inc. ("**Roost**," "**Company**," "**we**," "**us**," "**our**"), a company registered in the State of Delaware, United States with offices at 8 The Green, Suite A, Dover, DE 19901.. The legal terms (the "**Legal Terms**") contained in this section are applicable to our mobile application, Roost App (the "**App**" and/or the "**Platform**") and the services offered on this Platform (the "**Services**").

These Legal Terms constitute a legal binding agreement made between you and Roost App, Inc., concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We provide an online marketplace that enables registered users ("**Users**") and third parties who offer services ("**Hosts**") to publish information about the services that they offer ("**Host Services**") on the Platform ("**Listings**"). Our Platform also facilitates communication between Users and Hosts and allows Users to directly correspond with Hosts to book Host Services ("**Reservations**"). Host Services shall mean the offers by Hosts for temporary use or occupancy of their residential properties for a period of at least 31 days in duration ("**Accommodations**"). Users that book the Host Services shall be considered "**Guests**".

We do not own or manage any property nor can we enter into any contract for a Listing with any Host or User. We provide an online marketplace to facilitate mid-term residential rentals between property owners/managers and prospective renters for a period of at least 31 days, and not to exceed 180 days.

We are not and will not be a party to any rental agreement between a Host and Guest and therefore we are not responsible and assume no legal liability for any aspect of a transaction or agreement between a Host and a Guest including the accuracy of the Listing, the condition or suitability of the Accommodation for a Guest's needs, the safety of the Guest or his or her family members or invitees during occupancy of the Accommodation, or the Host's decision to rent or refuse rental of a Listing to a Guest.

You acknowledge and agree, by your use of the Services and/or Platform, that we are not, and will not be a party to any rental agreement between a Host and Guest; however, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to your Listing and/or Reservation in order to comply with a request from a governmental authority in connection with a civil or criminal investigation, litigation or administrative proceeding.

You may be required to enter into one or more separate agreements or provide certain waivers prior to making a Reservation, and you acknowledge and agree that Roost may place additional restrictions on your Reservation.

You understand and agree that you are responsible for and agree to abide by all laws, rules and regulations applicable to you and your use of the Services. You further understand and agree that your obligation to abide by all laws, rules and regulations also apply to any transaction that you enter into as a result of your use of the Services.

You understand and agree that we may, on occasion, become aware of potentially fraudulent or illegal activity and we shall endeavor to send messages to you via the App to assist you in avoiding victimization by these schemes. We however assume no liability or obligation to warn you in advance of any such fraudulent activity whether it has occurred or is occurring. Furthermore, should we issue a warning or message to you, we make no warranty that such message is accurate or that such message will be viewed by you in a timely manner, if at all, or that such message will prevent any future harm to you.

We will provide you with notice prior to making any scheduled changes or modifications to the Services. Any changes to the Legal Terms shall become effective one (1) day after notice is posted on the Platform, except if any change is applicable to a security update or a court order then such change shall be immediately effective. You agree to be bound by the modified terms by your use of the Services subsequent to the effective date of any change. If you disagree with any change in the Services or Legal Terms, you may terminate your use of the Services as outlined in the section "Term and Termination."

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.

We recommend that you print a copy of these Legal Terms for your records.

GENERAL TERMS

1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Services from other locations outside the United States do so on their own initiative and are solely responsible for compliance with local laws, to the extent applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Services including all source codes, databases, software, website designs, audios, videos, text, photographs, and graphics displayed in the Services (collectively, the "**Content**"), as well as the trademarks, service marks, and logos contained therein (the "**Marks**").

Our Content and Marks are protected by copyright and trademark laws. The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the Prohibited Activities section below, we grant you a non-exclusive, non-transferable, revocable license to access the Services and download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever without our express prior written permission. If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: info@roosttheapp.com. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks. Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions and contributions

Please review this section and the Prohibited Activities section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("**Submissions**"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ("**Contributions**"). Any Submission that is publicly posted shall also be treated as a Contribution. You understand that Contributions may be viewable by other users of the Services and possibly through third-party websites, and as such, any Contributions you transmit may be treated as non-confidential and non-proprietary.

When you post Contributions, you grant us a license (including use of your name, trademarks, and logos): By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublicense the licenses granted in this section. Our use and distribution may occur in any media format and through any media channel.

This license includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with the Prohibited Activities section on this Platform and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all legal rights to any such Submission and/or Contribution;
- warrant that any such Submission and/or Contribution is original to you or that you have the necessary rights and licenses to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submission and/or Contribution; and
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if, in our reasonable opinion, we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

You agree not to:

- trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- use any information obtained from the Services in order to harass, abuse, or harm another person.
- make improper use of our support services or submit false reports of abuse or misconduct.
- use the Services in a manner inconsistent with any applicable laws or regulations.
- engage in unauthorized framing of or linking to the Services.
- upload or transmit (or attempt to upload or to transmit) viruses, Trojan Horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- delete the copyright or other proprietary rights notice from any Content.
- attempt to impersonate another user or person or use the username of another user.

- upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- harass, aggravate, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- decipher, decompile, disassemble, or reverse engineer (except as permitted by applicable law) any of the software comprising or in any way making up a part of the Services.
- use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software (except as may be the result of standard search engine or Internet browser usage) .
- use a buying agent or purchasing agent to make purchases on the Services.
- make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- sell or otherwise transfer your profile.
- use the Services to advertise or offer to sell goods and services.

6. USER GENERATED CONTRIBUTIONS

When you create or make available any Contributions, you represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, or trade secret rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of

the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.

- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.

You further represent that your Contributions are not:

- false, inaccurate, or misleading
- unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation
- obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us)
- ridicule, mock, disparage, intimidate, or abuse anyone
- used to harass or threaten (in the legal sense of those terms) any other person or to promote violence against a specific person or class of people
- violate any applicable law, regulation, or rule
- violate the privacy or publicity rights of any third party
- violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors
- include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap
- violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your right to use the Services.

7. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Services or making Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts, you automatically grant, and represent and warrant that you have the right to grant to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retile, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such

Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name or company name and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions posted by you on any area of the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

8. GUIDELINES FOR REVIEWS

We may create and/or reserve an area on the Services to leave reviews or ratings. When posting a review you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) your reviews should not contain false or misleading statements; and (8) you cannot organize a campaign encouraging others to post reviews regardless of whether such reviews are positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if someone considers such reviews objectionable or inaccurate. We do not endorse any review that may be posted on the Platform, and a review posted on the Platform does not necessarily represent our opinions or the views of any of our affiliates or partners. We assume no liability for a review or for any claims, liabilities, or losses resulting from any review. By posting a review on the Platform you grant us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to a review.

9. MOBILE APPLICATION LICENSE

We have granted to you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you when you access the Services. You agree that you shall use the App on such wireless electronic devices strictly in accordance with the terms and conditions contained in these Legal Terms. You shall not, (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Platform.

Apple and Android Devices

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an "**App Distributor**") to access the Services: (1) the license granted to you for our App is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile application license contained in these Legal Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) you must notify the applicable App Distributor in the event of any failure of the App to conform to any applicable warranty, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you represent and warrant that (i) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a "terrorist supporting" country and (ii) you are not listed on any US government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you cannot be in

violation of their wireless data service agreement when using the App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions of this mobile application license as described in these Legal Terms against you as a third-party beneficiary thereof.

10. SOCIAL MEDIA

You may link your account with online accounts that you have with third-party service providers (each such account, a "**Third-Party Account**") with the Platform by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or subjecting us to any usage limitations imposed by third-party service providers of the Third-Party Account. You understand that by granting us access to any Third-Party Accounts: (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Services via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent that you are notified at the time that you link your account with the Third-Party Account. Depending on the Third-Party Account you choose and subject to the privacy settings that you have set in such Third-Party Account, personally identifiable information that you post to your Third-Party Account may be available on and through your account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then your social network content may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at all times. YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDER ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNT IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDER. We shall make no effort to review any social network content for any purpose including, but not limited to, for accuracy, legality, or non-infringement, and we shall not be responsible for any social network content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device, tablet or computer solely for the purpose of identifying and informing you of those contacts who have also registered to use the Services. You can

deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information provided in these Legal Terms or through your account settings on the Platform, if applicable.

11. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the App) links to other websites ("**Third-Party Websites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**"). Such Third-Party Websites and/or Third-Party Content shall not be investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we shall not be held responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services and we make no representation with regard to such Third-Party Websites and/or Content including the accuracy and/or reliability of such information. The inclusion of, link to, or permit to use or install any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content you do so at your own risk, and you should be aware that these Legal Terms shall no longer govern your use or access to the Third-Party Content. You should review the applicable terms and policies including privacy and data gathering practices of any website that you navigate to from the Services or which relate to any application you use or install from the Services. Any purchases that you make through Third-Party Websites shall be completed by the use or access to other websites from other companies and we shall have no responsibility whatsoever in relation to such purchases which shall be considered exclusive transactions between yourself and any third party. You agree and acknowledge that we do not endorse any product or service which may be offered on any Third-Party Website and you shall hold us harmless for your purchase of any such product or service. Additionally, you shall hold us harmless for any losses sustained by you or any harm caused to you relating to, or resulting from, any Third- Party Content or any contact with a Third-Party Website.

12. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or any provision of these Legal Terms, including, without limitation, reporting such user to the appropriate law enforcement authority; (3) refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) in our sole discretion and without limitation, any of your Contributions or any portion thereof; (4) remove from the

Services or otherwise disable all files and content, without limitation, prior notice or liability, that are excessive in size or are in any way burdensome to our systems as we determine in our sole discretion and to; (5) manage the Services in a manner determined by us in our sole discretion to protect our rights and intellectual property and to facilitate the proper functioning of the Services.

13. PRIVACY POLICY

We care about data privacy and security. By using the Services, you agree to be bound by our Privacy Policy posted on the Services, which is incorporated into these Legal Terms. The Services are hosted in the United States. If you access the Services from any other region of the world where the laws or other requirements governing personal data collection, use, or disclosure differ from the applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

14. IDENTITY VERIFICATION

Roost makes a concerted effort to verify the identity of Users; however, verification of a person's identity on the Internet is difficult and we cannot, and do not, assume any responsibility for the confirmation of the identity of any User. Each User is responsible for taking reasonable steps to confirm the identity of the person with whom they are interacting and the details of the Host Services, Accommodations and/or Reservations.

YOUR USE OF THE PLATFORM SHALL SERVE AS YOUR ACKNOWLEDGMENT AND AGREEMENT THAT: (1) ROOST SHALL NOT BE LIABLE FOR ANY UNAUTHORIZED TRANSACTION MADE WITH THE USE OF A USER'S ID OR PASSWORD; AND (2) YOU MAY INCUR LIABILITY AS A RESULT OF THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD.

15. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON INCLUDING, WITHOUT LIMITATION, FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

16. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the Content or the Services at any time for any reason or for no reason in our sole discretion without notice to you. We have no obligation to update any information about our Services. We also reserve the right to modify or discontinue all or part of the Services without notice, at any time, for any reason or no reason at our sole discretion. We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason, without notice to you. You agree that we shall have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed as an obligation for us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

17. GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles.

18. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "**Dispute**" and collectively, the "**Disputes**") brought by either you or us (individually, a "**Party**" and collectively, the "**Parties**"), the Parties agree to first attempt to informally negotiate a Dispute (except those Disputes expressly provided below) for a period of at least 30 days before initiating arbitration. Such informal negotiations shall commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("**AAA Consumer Rules**"), both of which are available at the American Arbitration Association (AAA) website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged or appealed in court. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Tarrant County, Texas. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator provided, however, that all such proceedings shall be held in the state and/or federal courts located in Tarrant County, Texas.

In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law: (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of any of the intellectual property rights of a Party; (b) any Dispute

related to, or arising from allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable.

19. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

20. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OF OUR WEBSITE OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE SHALL ASSUME NO LIABILITY OR RESPONSIBILITY FOR, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATION THEREOF FOR ANY: (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY HOST OR THIRD-PARTY PROVIDER OF PRODUCTS OR SERVICES. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL AND MAKE NO GUARANTEE AS TO THE SAFETY OF ANY TRANSACTION, ACCOMMODATION, OR THE TRUTH OR

ACCURACY OF A LISTING POSTED ON THE SITE. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

21. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN U.S. STATE LAWS MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

22. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; your breach of these Legal Terms; (4) any breach by you of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party including but not limited to intellectual property rights; or (6) any overt harmful act by you toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense including the cost of attorney's fees and costs, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

23. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you

transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services to satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

25. CALIFORNIA USERS AND RESIDENTS

California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254 if any complaint with us is not satisfactorily resolved.

26. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

27. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Roost App, Inc.
info@roosttheapp.com

GUEST TERMS

28. RESERVATIONS AND PAYMENTS

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover

28.1 Acceptance of Payments

We accept online payments using credit and debit cards, and other electronic payment methods through the third-party payment service provider, Stripe, Inc. ("Stripe"). You authorize us to charge your payment method in U.S. dollars through the Stripe payment processing service by electing to make purchases via the Services from us and by submitting your payment information to us. Sales tax will be added to the price of the purchases as required by applicable state law. We reserve the right to change the price of any service at any time with or without prior notice. We reserve the right to correct any errors or mistakes in pricing even if we have already requested or received payment. You shall be billed the fees and charges as listed in the Fee Schedule for each Reservation made on the Platform.

28.2 Stripe Terms

The processing of payments will be subject to the terms, conditions, and privacy policies of Stripe in addition to these Legal Terms. We are not responsible for the performance of any third-party credit card processing or payment services.

28.3 Account Information

To use Stripe to make payments, you may need to provide Stripe with your credit card details, financial information, complete and accurate purchase and account information for all

purchases made via the Services. You represent and warrant that you have the lawful right to provide such information and to make payments using the payment methods you provide. You further agree to promptly update account and payment information including, email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.

28.4 Security

Stripe adheres to international payment security standards to protect your payment details and personal information. We do not collect or store your full credit card number or CVV code; this information is handled directly by Stripe.

28.5 Transaction Confirmation

Upon successful completion of your payment transaction you will receive a confirmation notice from us. We will not be responsible for any delays or failures in your receipt of any confirmation notices.

28.6 Refunds and Cancellations

You must refer to our Refund and Cancellation Policy for details regarding refunds and cancellation of Reservations. Refunds will be processed through Stripe and are subject to Stripe's timeline, terms, and conditions. We reserve the right to refuse any request for a Reservation placed through the Services.

28.7 Unauthorized Charges

If you suspect any unauthorized or fraudulent activity on your account please contact us immediately. While we take care to ensure a secure payment process, we cannot assume liability for any unauthorized charges or other fraudulent activity that may occur through Stripe. By using the Services and agreeing to these Legal Terms you agree to be bound by Stripe's Services Agreement, which may be modified by Stripe from time to time. As a condition of our enabling payment processing services through Stripe you agree to provide us with accurate and complete information about you and your business and you authorize us to share such information related to your use of the payment processing services provided by Stripe.

29. RESERVATIONS AND CANCELLATIONS

It is your sole responsibility to familiarize yourself with these Legal Terms as well as the terms and conditions specific to your Reservation. You will be charged a fee to extend the Roost Protection Plan should you desire to extend your stay beyond the initial date of a Reservation. You understand that any change in the date(s) of a Reservation must be approved in advance by

the Host and the Host reserves the right, at their sole discretion, to approve or reject proposed changes to a Reservation.

Finality of Reservation

29.1 Confirmation of Reservation

Your Reservation shall be considered final when you receive confirmation of the Reservation from the Host. You will receive a confirmation notice indicating the acceptance and finalization of the Reservation. It is your responsibility to promptly review the confirmation details and immediately inform the Host of any errors or discrepancies in the Reservation.

29.2 Changes to a Reservation and/or Cancellation by Guest

You acknowledge and agree that you must provide the Host with written notice of any changes to your 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. If you provide the Host with less than thirty (30) days' notice of changes to the Reservation or you cancel the Reservation in its entirety you are responsible for the payment of the fee for all nights that fall within the thirty (30)-day notice period.

- Example: If notice is given twenty (20) days before the originally scheduled check-in date, you are responsible for the payment of the fee for the ten (10) nights within the original booking period.

29.3 Force Majeure

You further acknowledge and agree that in the event of a force majeure, where circumstances beyond the control of the Host or Guest, such as a natural disaster, act of war, government restriction or mandate, or public health emergency which may render the Accommodation uninhabitable or inaccessible, you acknowledge that the Host may, in their sole discretion, provide you with a partial refund or, may in the alternative, subject to availability, reschedule the Reservation for a later date.

29.4 Cancellations, Reservation Issues and Refunds

You acknowledge and agree that in general, if you cancel a Reservation, the amount refunded to you, if any, shall be determined in accordance with Roost's Refund and Cancellation policy as outlined in Section 29.2 hereto. If a Reservation is canceled by the Host you may be eligible for rebooking assistance or a partial or full refund under the Refund and Cancellation Policy. The determination of a refusal or grant of a partial or full refund shall be made in accordance with the sole discretion of Roost and such determinations shall be final.

29.5 Roost Protection Plan

You acknowledge and agree that you shall be required to purchase the Protection Plan offered by the Company (the “Protection Plan”). The Protection Plan is designed to cover accidental property damage to the Accommodation and its contents that may occur during the rental period up to a specified amount. The purchase of the Protection Plan is mandatory and the fee for the Protection Plan is nonrefundable. Intentional damage, theft or gross negligence is not covered under the Protection Plan. You are required to report any property damage to the Host immediately. Failure to report damage to the Accommodation or the contents may result in additional charges which are not covered by the Protection Plan. The Protection Plan does not cover personal injury, loss or theft of personal items, or damage caused by Guest misconduct. The cost of the Protection Plan will vary based on the length of the stay and the total amount of coverage and exclusions will be specified in the Protection Plan details provided at the time of booking the Reservation; however, generally, the Protection Plan provides coverage in the following amounts:

COVERAGE	POLICY LIMIT	DEDUCTIBLE
Contents	\$10,000 (\$5,000 any one item)	\$0
Real Property	\$300,000	\$2,500
Host Liability	\$300,000	\$2,500
Bed Bug Protection	\$5,000	\$100

Damage to an Accommodation caused by a pet will be covered under the “Contents” provision of the Protection Plan only to the extent that the Reservation was made in accordance with Roost’s Pet Policy. The Protection Plan will not cover damage made to an Accommodation if pets are not permitted in or on the Accommodation.

30. YOUR RESPONSIBILITIES AND ASSUMPTION OF RISK

30.1 Your Responsibilities

You acknowledge and agree that during your stay at the Accommodation, including all areas and facilities associated with the Accommodation, you are responsible and liable for your own acts and/or omissions as well as the acts and/or omissions of any person authorized by you to occupy the Accommodation including your invitees, family members and employees.

You understand and agree to adhere to each of the following rules:

Booking Requirements

- Guests must provide a valid government-issued ID.

- Guests must agree to any additional house rules set forth by the Host.

Use of Property

- Guests shall only use the Accommodations for residential purposes.
- Guests shall not sublet the Accommodation or reassign the Reservation.
- Guests shall ensure that the number of occupants sleeping in an Accommodation on any given night does not exceed the occupancy limit stated in the Listing.

Guest Conduct

- Guests shall behave in a respectful and lawful manner at all times.
- Guests shall ensure that the noise levels during occupancy of any Accommodation is kept to a minimum to respect neighboring residents, particularly during nighttime hours.
- Guests and their family members, invitees, and employees if any shall refrain from engaging in illegal activities including but not limited to drug use and underage drinking during occupancy of any Accommodation.
- Guests shall be solely responsible for the supervision of any minor that accompanies them on a stay in the Accommodations.

Property Care and Maintenance

- Guests are responsible for ensuring that during their stay that the Accommodations are maintained in sanitary condition.
- Guests must immediately report any damage to the property or the furniture to the property manager or Host.
- Guests must ensure upon vacating the Accommodations that the Accommodations are left in a condition similar to the condition that the Accommodations were in upon Guest's arrival.

Smoking and Pet Policy

- Guests shall not smoke inside the Accommodations and shall only smoke within the designated smoking area(s) that may be provided on the premises.
- Guests are only permitted to bring pets on or in an Accommodation if the Listing specifically permits pets in or on the Accommodation. Damage to an Accommodation caused by a pet will be covered under the "Contents" provision of the Protection Plan only to the extent that the Reservation was made in accordance with Roost's Pet Policy.

30.2 Your Assumption of Risk

Each Guest is solely responsible for their own safety and the security of their personal belongings while occupying the Accommodations. Roost shall not be liable for any accidents, injuries or loss of personal belongings which may occur on or in the Accommodations and you agree that by using the Services, Host Services, making the Reservation and/or occupying the Accommodations you assume the entire risk arising out of your access to and use of the Host Services, Services and Content including your stay in the Accommodations. You agree that it is your sole responsibility to investigate the Accommodations prior to making a Reservation to determine whether it is suitable for your use.

HOST TERMS

31. HOSTING ON ROOST

Agreement to Terms

By listing a property on Roost, you agree to fully comply with these terms and conditions and any other rules or policies provided by on our Platform.

You agree by use of the Services and/or the Platform to be responsible for and pay all applicable fees for each Reservation and abide by all laws, rules, ordinances, or regulations applicable to the Listing and the conduct of your rental business including but not limited to any and all laws, rules, ordinances, regulations or other requirements relating to taxes, credit cards, data and privacy, permits or license requirements, zoning ordinances, safety compliance and compliance with all anti-discrimination and fair housing laws, as applicable. You also agree to pay all applicable taxes for each booking. For purposes of these Legal Terms the term “**Host**” shall include property owners and/or managers who originally advertised their properties on another website and whose Listings have been redistributed on the Platform.

You are an independent contractor and shall not be considered an employee, agent, partner or affiliate of Roost. Roost shall act only as a payment agent for the service that you provide to your Guests in accordance with these Legal Terms.

You acknowledge and agree that you enter into a contract with a Guest when you accept or confirm a Reservation on the Platform. You acknowledge and agree that you are solely responsible for providing the Services and offering the Accommodation to the Guest as described in the Listing at the price specified therein. You further acknowledge and agree that Roost will deduct all applicable taxes and service fees from any fees that will be paid to you by the Guest. You will be charged a platform fee for each reservation which will be equivalent to five percent (5%) of the total charges collected by Roost or a third party provider from a Guest on the Host’s behalf (the “Platform Fee”). The Platform Fee does not include the Roost Protection Plan fee and/or applicable sales tax or any other tax collected from a Guest.

32. MANAGING YOUR LISTING

- You must provide a complete and accurate description of your property including amenities, restrictions, and capacity.
- All property photos should accurately reflect the rental's condition and features.
- Your pricing for the Accommodation must be clear and transparent including a description of any additional fees such as daily resort fees for use of the listed amenities that will be charged for the Reservation.
- You shall be billed the Platform Fee for each Reservation made on the Platform.

32.1. Host Requirements

- You warrant that you have all necessary rights and permissions to rent out the listed property.
- You agree to maintain the property in a clean, safe, and hospitable condition.
- You must comply with all local regulations, including safety codes, zoning laws, and licensing requirements.
- You acknowledge and agree that by accepting or confirming a Reservation you are assuming all risk associated with renting the property, interacting with a Guest virtually or in person and/or using the Services. You further acknowledge and agree that neither Roost nor any employee or contractor of Roost has made any representation to you regarding the laws, rules or regulations applicable to you providing the Accommodations to a Guest and you have performed an independent investigation of such laws, rules and regulations and fully acquainted yourself with the same.

32.2 Guest Interaction

- You agree to provide Guests with a clear and reasonable set of house rules.
- You should be available or provide a representative to assist Guests during their stay.

32.3 Safety and Non-Discrimination

- You may not discriminate against any Guest based on race, ethnicity, religion, national origin, disability, sexual orientation, gender identity, age, or marital status.
- You are required to ensure that all safety measures are in place and communicated to Guests and that the emergency exits are well-maintained.

32.4 Payments

- You agree to the payment terms and schedule established and posted on the Platform.
- You acknowledge that Roost will charge a Platform Fee.

32.5 Damages

- You are responsible for reporting any damage caused by Guests in a timely manner. Claims must be initiated within 14 days of a Guest's checkout day.

32.6 Privacy

- You agree to respect the privacy of Guests and not disclose personal information without their consent.

33. CANCELLATIONS, RESERVATION ISSUES AND BOOKING MODIFICATIONS

33.1. Guest Cancellation and Refund

You acknowledge and agree that if a Guest wishes to cancel a confirmed Reservation, the Guest must do so in accordance with the Platform's Cancellation Policy which stipulates the deadlines and conditions under which a cancellation will be eligible for a full or partial refund. Should the Guest cancel their Reservation within the permitted timeframe and according to the terms specified in the Cancellation Policy, you acknowledge and agree that they will be entitled to a refund consistent with the terms set forth in that Policy. **YOU WILL NOT, UNDER ANY CIRCUMSTANCES, RECEIVE A REFUND FOR PAYMENT OF THE FEE FOR THE PROTECTION PLAN.**

Refunds will be processed and disbursed to Guests in a timely manner following the successful cancellation of the Reservation. The method and timeline of the refund may vary depending on the Guest's financial institution and any processing delays that may occur which are outside of the control of Roost.

33.2 Host Cancellation

You acknowledge and agree that once a Reservation has been confirmed by the Host, the Host is obligated to uphold the Reservation and is prohibited from canceling the Reservation except for reasons as described under the Platform's Extenuating Circumstances Policy. This Policy outlines the specific and limited situations under which a Host may cancel a confirmed Reservation without penalty.

Should a cancellation be necessary under the scope of the Extenuating Circumstances Policy, the Host is required to notify both the Guest and Roost as soon as practicable and provide

adequate documentation to support the claim of extenuating circumstances as defined by the Policy.

33.3. Payment Delay for Potential Refund

You acknowledge and agree that Roost reserves the right to withhold payment to the Host in instances where we have a reasonable expectation that a refund will be issued to a Guest. This delay in payment is a protective measure intended to ensure that funds are readily available for the refund process should it be confirmed that the Guest is eligible for reimbursement under the terms of the Cancellation Policy.

Hosts are expected to familiarize themselves with the Cancellation Policy and Extenuating Circumstances Policy in full and to contact Roost customer service with any questions or clarifications needed regarding these policies.

33.4. Responsibility for Modifications to Reservations

You acknowledge and agree that both the Host and the Guest shall be responsible for any changes made to a Reservation (hereafter referred to as a "**Modification**"). This responsibility includes understanding and accepting all additional fees and charges that may be imposed by Roost in connection with such a Modification. Any fees applicable to the Modification will be clearly communicated to the Host and the Guest at the time the request is made for the change and must be agreed upon by the Host and the Guest prior to confirmation of the Modification.

33.5. Financial Implications of Modifications

You agree that in the event of a Modification a Guest shall be required to acknowledge that the requested change to the original Reservation may alter the total cost of the Reservation. You further acknowledge and agree that a Guest may be charged additional fees for a Modification and, in cases where the total cost of the Reservation is reduced a Guest shall receive a refund in accordance with our Refund Policy. You also understand and agree that after a Reservation is confirmed, if a Host requests a Modification and the Guest agrees to such Modification, any adjustments in the total cost of the Reservation shall be processed in the same manner as if the Modification had been initiated by a Guest.

You acknowledge and agree that you may cancel a Reservation in accordance with our Extenuating Circumstances Policy should circumstances arise that meet the criteria outlined in this Policy. You shall be required to produce the requisite documentation and communicate the need to cancel to the Guest as detailed within the Extenuating Circumstances Policy prior to cancellation of the Reservation.

33.6. Communication and Agreement

You agree to engage in clear and timely communication with Guests regarding Modifications to Reservations. You further agree that a Modification shall not be confirmed by Roost until both you and the Guest have agreed to the Modification and any additional fees or charges have been paid.

The terms set forth in this section do not supersede the existing Cancellation Policy, Extenuating Circumstances Policy, or Refund Policy previously agreed upon between Roost and the Users. You are encouraged to review the aforementioned policies in full prior to requesting or agreeing to a Modification.

34. TAXES

Host Taxes

Each Host on the Roost platform is expected to determine and satisfy their own tax obligations as determined by the applicable laws, rules and regulations including sales, income, hotel, transient, VAT, occupancy and any and all other taxes ("**Taxes**").

FEE SCHEDULE

Host Fees

Roost shall charge each Host the Platform Fee in the amount of five percent (5%) of the total booking charges collected by Roost or a third party provider from a Guest on behalf of a Host, per Reservation. The Platform Fee does not include the Roost Protection Plan fee and/or applicable sales tax or any other tax collected by Roost or a third party provider from a Guest.

Guest Fees

Roost shall charge Guests for any reserved nights that fall in the current calendar month at the time of booking. For reservations made on or after the 25th of the month, Roost shall charge Guests for any reserved nights that fall in the current calendar month and/or the following calendar month at the time of booking. Each month thereafter will be billed in advance, on the 25th day of each month, for all nights included in a Reservation for the following calendar month. The advance payment will cover the full rental amount for the reserved nights in the upcoming calendar month.

Payments will be automatically processed using the payment method provided by Guest to Roost at the time of booking the Reservation. It is the Guest's responsibility to ensure that the payment method remains valid and has sufficient funds available for payment.

If a payment is declined or fails for any reason Roost shall immediately notify the Guest and a Reservation is subject to cancellation if a payment issue is not resolved within forty-eight (48) hours of notification.

PAYMENT SCHEDULE

Roost or a third-party service provider shall initiate payment to each Host on the third day of the month following the collection of Guest fees by Roost or a third-party service provider.

The timing of payments may vary based on the banking policies and procedures of the Host's banking institution.