

Great Dwellings - Terms of Service

LAST MODIFIED: MARCH 1, 2016

Introduction

Great Dwellings, Inc. (“**Great Dwellings**”) provides value-added services to hosts and guests who have arranged the use of residential and other property principally through third party booking agents and hosting platforms. These Terms of Service (these “**Terms**”) constitute an agreement between Great Dwellings and the users (each a “**User**”) of Great Dwellings’ website, mobile applications and services (collectively, the “**Site**” and the “**Services**”). Great Dwellings is sometimes referred to herein as “we,” “us,” or “our” and the User is sometimes referred to as “you,” “your,” “host,” or “guest.”

Certain areas of the Site and Services (and your access to or use of certain Content (as defined below)) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Services or Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Services or Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICES OR CLICKING “ACCEPT” OR “AGREE” TO THESE TERMS, WHETHER OR NOT YOU BECOME A REGISTERED USER OF THE SERVICES, (1) YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH AND BE BOUND BY THESE TERMS AS PUBLISHED FROM TIME TO TIME AT WWW.GREATDWELLINGS.COM, (2) YOU REPRESENT THAT YOU ARE OF LEGAL AGE AND NOT PROHIBITED BY LAW FROM ACCESSING OR USING THE SERVICES, (3) YOU AGREE TO BE BOUND BY THE TERMS OF OUR PRIVACY POLICY AT WWW.GREATDWELLINGS.COM/PRIVACY, WHICH EXPLAINS HOW WE USE YOUR PERSONAL INFORMATION, (4) YOU AGREE THAT YOU ARE IN COMPLIANCE WITH ALL APPLICABLE TERMS OF SERVICE FOR THIRD PARTY PLATFORMS RELATED TO YOUR USE OF THE SERVICES AND (5) YOU AGREE THAT YOU ARE IN COMPLIANCE WITH ALL LAWS AND REGULATIONS APPLICABLE TO YOU.

If you accept these Terms, you represent that you have the capacity to be bound by them. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Key Terms

“**Accommodation**” means a residential or other property that is rented from a Host by a Guest.

“**Authorized Tenant**” means a non-owner Host that has the authority to rent an Accommodation.

“**Guest**” means a Member who uses the Services in connection with its rental of an Accommodation from a Host principally through a Third Party Platform.

“**Host**” means a Member who is an owner or Authorized Tenant of an Accommodation and who is using the Services in connection with the listing and rental of an Accommodation principally through a Third Party Platform.

“**Member**” means a person who completes the account registration process, including without limitation Hosts and Guests, as described under “Registration” below.

“**Third Party Platform**” means a third party booking agent or hosting platform that connects Hosts who have Accommodations to rent with Guests seeking to rent Accommodations.

How the Site and Services Work

Great Dwellings provides value-added Services to Hosts and Guests who have arranged the use of Accommodations principally through Third Party Platforms.

Hosts: Great Dwellings provides Services to Hosts that register on the Site. Great Dwellings assists Hosts with preparing and properly marketing their Accommodations, including suggesting an optimal price for the listing of an Accommodation. Great Dwellings helps Hosts by interacting with potential guests to answer questions and arrange a stay. Great Dwellings may also arrange professional third party vendors to provide guest management services before, during and after the Guests stay, including scheduling professional cleanings and handling unexpected events such as lockouts. Great Dwellings also provides a centralized dashboard on the Site to Hosts to set preferences, listing terms and to monitor and manage their listings. Great Dwellings also may assist Hosts with marketing their listings by publishing listings on multiple Third Party Platforms. In addition to these Terms, Hosts are subject to the Host Services Agreement, which is incorporated into these Terms.

Guests: Great Dwellings may provide Services to Guests that have responded to a Host's posting on a Third Party Platform. Great Dwellings or its third party vendors may assist guests or potential guests with questions regarding a listing or booking for a Guest's Accommodation, communicate with Guests regarding arrival and departure and provide 24-hour Guest support. Great Dwellings may also offer and arrange value-added services for Guests, such as concierge and ticketing services, from Great Dwellings or third party providers. In addition to these Terms, Guests are subject to the Guest Rules and Guest Services Agreement, which are incorporated into these Terms.

Great Dwellings solely provides services to Hosts and Guests to facilitate a booking transaction between Host and Guest. Unless explicitly stated otherwise herein, Great Dwellings' responsibilities are limited to (1) assisting Hosts with optimizing the listing and booking of Accommodations and (2) providing Guest support services.

In accordance with these Terms, you understand and agree that (1) Great Dwellings is not a real estate broker, agent, insurer, booking agent or hosting platform, nor is it an owner or provider of Accommodations, transportation, travel services or other services provided by third parties through the Site or Service; (2) Great Dwellings is not a party to any agreement between a Third Party Platform and a Host or Guest or any agreement between a Host and a Guest; (3) Great Dwellings does not and cannot control the content contained in any listing or the condition, legality or suitability of any Accommodations; (4) Great Dwellings is not responsible for the compliance with any laws by you or any Third Party Platform; (5) Great Dwellings has no control over the conduct of Hosts, Guests and other uses of the Services or any Accommodations; and (6) as set forth in the Section entitled “Liability Limitations”, Great Dwellings is not responsible for and disclaims any and all liability related to any and all listings and Accommodations to the maximum extent permitted by law. Bookings will be made at the Host's and Guest's own risk.

The Host Services Agreement, Guest Rules and Guest Services Agreement may be updated from time to time at our discretion and changes will be effective upon posting them. A copy of the Host Services Agreement, Guest Rules and Guest Services Agreement can be found below.

Eligibility

The Site, Services and Content are intended solely for persons who are 18 or older. Any access to or use of the Site or Services by anyone under 18 is expressly prohibited. By accessing or using the Site or Services you represent and warrant that you are 18 or older.

Pursuant to 47 U.S.C. Section 230(d), we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us.

License to Site and Services

Subject to your compliance with the terms and conditions of these Terms, provided you are registered to use the Site and Services, Great Dwellings hereby grants to you a non-exclusive, non-transferable, terminable license to the Site and Services, in object code form only, to be used solely for your own internal business purposes and only for the purposes for which the Site and Services were intended. You may permit your employees, consultants, or other authorized users to access and use the Site and Services on behalf of and for your benefit.

Application License

These Terms apply to your use of the Site and Services, including the [iPhone, iPad Touch, and iPad] applications available via the Apple, Inc. ("Apple") App Store (the "Application"), but the following additional terms also apply to the Application:

1. Both you and Great Dwellings acknowledge that the Terms are concluded between you and Great Dwellings only, and not with Apple, and that Apple is not responsible for the Application or the Content;
2. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
3. You will only use the Application in connection with an Apple device that you own or control;
4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
5. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

6. You acknowledge and agree that Great Dwellings, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
7. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Great Dwellings, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
8. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
9. Both you and Great Dwellings acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
10. Both you and Great Dwellings acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

Modification

Great Dwellings reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or through the Services or provide you with notice of the modification. We will also update the "Last modified" date at the top of these Terms. By continuing to access or use the Site or the Services after we have posted a modification on the Site or through the Services or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and the Services.

Registration and Communication

Registration with the Site is currently free; however we reserve the right to levy registration fees in the future. In order to become a registered User you will have to provide some basic personal information. Certain services and functionality will only be available to registered Users or registered Members.

You agree that all information supplied upon registration is true and accurate and will be kept up to date at all times. We will use the information provided to us to contact you.

You may not have more than one registration and we reserve the right at our discretion to delete or cancel the membership of any person who in our opinion possesses more than one registration at any time.

You are not entitled to allow any other person to use your registration. You may not impersonate any other person in any registration whether or not that other person is a user of the Site or the Services.

We request that all information included in your registration or member profile is accurate, current and complete. All notices sent to you will be sent to the email address provided with your registration details (as updated by you). By accepting these Terms you give your consent to receive communications from us by email and you agree that all agreements, notices, disclosures and other communications that we provide to you by email satisfy any legal requirement that such communications be in writing. Personal information that you supply to us will not be disclosed by us to any third party save in accordance with our Privacy Policy. You agree that we may use the personal information supplied by you in accordance with our Privacy Policy.

Privacy

Great Dwellings is committed to protecting your privacy. Our use of your personal information is governed by the terms of our Privacy Policy, which is incorporated into these Terms. The Privacy Policy may be updated from time to time at our discretion and changes will be effective upon our posting them to WWW.GREATDWELLINGS.COM/privacy. A copy of the Privacy Policy can be found at WWW.GREATDWELLINGS.COM/privacy.

By using the Services, you agree that Great Dwellings may collect and use technical data and related information, including but not limited to technical information about your device, system, application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any).

Use and General Prohibitions

The Services and Great Dwellings Content are offered solely for a User's personal use and for the purposes described in these Terms. Any and all other uses are prohibited. Great Dwellings expressly reserves all its rights and remedies under applicable state and federal laws. Great Dwellings reserves the right, in its sole discretion, to refuse service, terminate memberships, remove or edit content, cancel reservations, or deny access to the Services.

Any information published by you on the Site will be your personal responsibility. You will be personally liable for claims relating to defamation, breach of intellectual property, privacy or any other claim arising from your content. You may not publish any offensive, inaccurate, misleading, defamatory, fraudulent, or illegal content. If any such content is published by you or if in our opinion any content is published by you which damages our goodwill or the goodwill attaching to the Site we reserve the right at our discretion and without notice to take such action as we deem necessary including removing the content from the Site and terminating your membership.

In the event that you are informed that you will no longer be entitled to access the services you will not be entitled to register again and you will no longer have permission to use the Site.

You agree not to (and not to allow any third party to):

1. Reproduce, duplicate, copy, sell, resell, visit or otherwise exploit the Site, or any portion thereof, for any commercial purpose without our express written consent.
2. Attempt to access or search the Site, Services or Great Dwellings Content or download Great Dwellings Content from the Site or Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Great Dwellings or other generally available third party web browsers.
3. Use any deep-link, robot, spider, scraper, or other automatic or manual device, process, or means to access, copy, search, or monitor any portion of the Services or Great Dwellings Content, except as expressly authorized by Great Dwellings.
4. Rent, lease, copy, provide access to or sublicense any portion of the Services or Great Dwellings Content to a third party.

5. Reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to Great Dwellings).
6. Modify any Services or Great Dwellings Content or create any derivative product from any of the foregoing.
7. Remove or obscure any proprietary or other notices contained in the Services or Great Dwellings Content.
8. Publicly disseminate information regarding the performance of the Services or Great Dwellings Content or access or use the Services or Great Dwellings Content for competitive analysis or benchmarking purposes.
9. Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; (vii) promotes illegal or harmful activities or substances; or (viii) is inaccurate or untrue.
10. Collect or store any personally identifiable information from the Site or Services from other Members of the Site or Services without their express permission.
11. Impersonate or misrepresent your affiliation with any person or entity.
12. Interfere with, or attempt to interfere with, the access of any Member, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site or Services.
13. Use the Services or Great Dwellings Content for any illegal purpose.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS OF THE SITE AND SERVICES AND YOU WILL EXERCISE CAUTION, DISCRETION, COMMON SENSE AND JUDGMENT IN, USING THE SITE OR SERVICES AND DISCLOSING PERSONAL INFORMATION TO MEMBERS AND Great Dwellings. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH MEMBERS, PARTICULARLY IF YOU DECIDE TO MEET WITH ANY SUCH MEMBERS IN PERSON. YOUR USE OF THE SITE AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION AND Great Dwellings HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU OR ANY THIRD PARTY RELATING THERETO.

Great Dwellings IS NOT RESPONSIBLE, AND DISCLAIMS ALL RESPONSIBILITY, FOR THE USE OR EXCHANGE OF ANY INFORMATION AMONG MEMBERS. Great Dwellings IS NOT RESPONSIBLE FOR ANY DAMAGE OR DESTRUCTION TO ANY ACCOMMODATION, DAMAGE TO PERSONAL PROPERTY OR PERSONAL INJURY TO A HOST OR GUEST.

Advertising and Commercial Use

Users of the Site are not entitled to directly advertise to or solicit the custom of other users without our express written consent.

You are not entitled to resell or commercially exploit the Site's contents other than content you have posted. You are not entitled to use any data mining, robots, or similar data gathering and extraction tools to collect user names, e-mail addresses or any other data for the purposes of sending unsolicited e-mail or for any other use.

In the event that you are found by us to have been sending unsolicited e-mail to our users in contravention of the Privacy and Electronic Communications Regulations 2003 having taken their address from our Site then we

reserve the right to terminate without notice your use of the Site without limiting any other rights and remedies we may have.

Marketing and Promotions

Great Dwellings reserves the right to modify the terms and conditions that govern any and all of the promotional offers sent via any channel without notice. Restrictions with respect to the validity and eligibility to any and all of the aforementioned promotional offers may apply and are subject to change without notice.

Availability

Great Dwellings will use reasonable efforts to make the Services available at all times. However you acknowledge the Services are provided over the internet and mobile networks and so the quality and availability of the Services may be affected by factors outside Great Dwellings' reasonable control. Great Dwellings does not accept any responsibility whatsoever for unavailability of the Services, or any difficulty or inability to download or access content or any other communication system failure which may result in the Services being unavailable. From time to time it may be necessary to suspend access to the Site for a period of time and any such interruptions shall not constitute a breach by us of these terms. We may make changes to the format of the Site, Services provided or to the Site's content at any time without notice.

Technical Requirements

Use of the Services requires Internet access through your computer or mobile device. You are responsible for all mobile carrier charges resulting from your use of the Services, including from any notifications provided by the Services. Great Dwellings does not guarantee that the Services will be compatible with all devices or will be supported by all mobile carriers.

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER WE NOR OUR AFFILIATED COMPANIES NOR ANY OF OUR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS (COLLECTIVELY THE "Great Dwellings PARTIES") WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES, ACCOMMODATIONS OR MERCHANDISE PROVIDED THROUGH THE SITE. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

THIS DISCLAIMER OF WARRANTY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR

UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

Liability Limitations

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND SERVICES REMAINS WITH YOU. WE AND THE Great Dwellings PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES, INCLUDING WITHOUT LIMITATION THIRD PARTY PLATFORMS, AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN NO EVENT WILL WE, THE Great Dwellings PARTIES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SITE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SITE.

IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER WE NOR THE Great Dwellings PARTIES SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE SITE, INCLUDING, WITHOUT LIMITATION, PRICING OR AVAILABILITY INFORMATION, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY.

NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES AND THE AGGREGATE, TOTAL LIABILITY OF WE AND THE Great Dwellings PARTIES TO YOU OR ANY END USER FOR ALL DAMAGES, INJURY, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE SITE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITY OR WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. YOU SHOULD CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

Indemnity

You agree to defend, indemnify, hold harmless Great Dwellings, its affiliates, and its and their representatives, agents, directors, managers, officers, employees, and shareholders from and against all claims, liabilities, damages, losses and expenses, including without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (1) your access to or use of the Site and Services, (2) any Member Content submitted by you and (3) any breach or alleged breach by you of these Terms.

Term and Termination

This Agreement is effective from the first date you use the Site and Services. On receipt of an email by you to us cancelling your registration then we will terminate your registration within 30 days. Great Dwellings may terminate or revise these terms at any time with or without notice. The provisions and all obligations of and restrictions on you and any User with respect to the Services shall survive any termination of these Terms.

You agree that Great Dwellings, in its sole and absolute discretion, may terminate your account (or any part thereof) or your use of the Service, for any reason, including for lack of use or if Great Dwellings believes that you have violated or acted inconsistently with the spirit of these Terms. Great Dwellings may, also, in its sole and absolute discretion, and at any time, discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of these Terms may be effected without prior notice, and you acknowledge and agree that Great Dwellings may immediately deactivate or delete your account and all related information and files in your account and prohibit any further access to all files or the Services by you; however, we do not guarantee that any information posted by you will be deleted from the Site. Further, you agree that Great Dwellings shall not be liable to you or any third party for any termination of your access to the Services.

Intellectual Property Rights

The features, information, and materials provided and depicted through the Services are protected by copyright, trademark, patent, and other intellectual property laws. All text, graphical content, video, data, and other content made available through the Services (collectively, the “**Great Dwellings Content**”) are provided to User by Great Dwellings or its partners or licensors solely to support User’s permitted use of the Services. The Great Dwellings Content may be modified from time to time by Great Dwellings in its sole discretion. Except as expressly set forth herein, no license is granted to User for any other purpose, and any other use of the Services or Great Dwellings Content by User shall constitute a material breach of this Agreement. Great Dwellings and its partners or licensors retain all rights in the Services and Great Dwellings Content and any associated patents, trademarks, copyrights, mask work rights, trade secrets, or other intellectual property rights. No license, right, or interest in any trademarks of Great Dwellings or any third party is granted under this Agreement. As a Member, you may post, upload, publish, submit or transmit text, graphics, images, information or other materials to be made available through the Site and Services (“**Member Content**”, together with Great Dwellings Content, the “**Content**”). By making available any Member Content through the Site and Services, you hereby grant to Great Dwellings a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Member Content only on, through or by means of the Site and the Services. Great Dwellings does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site or Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site or Services or you have all rights, licenses, consents and releases that are necessary to grant to Great Dwellings the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or any other person’s use of the Member Content (or any portion

thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not screen Member Content (including content relating to Accommodations or other information posted by Hosts or Guests) or information on the Site and we cannot give any assurance as to its accuracy or completeness. Users of this Site are expressly asked not to publish any defamatory, misleading or offensive content or any content which infringes any other persons intellectual property rights (e.g. copyright). Any such content is contrary to our policy. We do not accept liability in respect of such content. The user responsible will be personally liable for any damages or other liability arising from such content and you agree to indemnify us in relation to any liability we may suffer as a result of any such content.

The Site may include links to other web sites or material which are beyond its control. We are not responsible for content on any site outside the Site.

Notice

Any notices or other communications permitted or required hereunder by Great Dwellings, including those regarding modification of these Terms, will be in writing and given by Great Dwellings (1) via email (in each case to the address that you provide) or (2) by posting to the Site. Any notices or other communications permitted or required hereunder by the User will be in writing and given by the User via email to info@GreatDwellingshomes.com. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. For notices made by posting, the date of receipt will be deemed the date on which such notice is posted.

Governing Law and Compliance with Law

These Terms shall be governed by and construed in accordance with the laws of the District of Columbia, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

Your use of the Services may also be subject to other local, state, national and international laws. For example, some jurisdictions have laws that prohibit or restrict short-term rental of residential dwellings, including single family residences, condominiums and apartments. In certain jurisdictions, Hosts may have to meet certain qualifications, register or obtain a permit or license before listing or renting a residential dwelling. Hosts may also be subject to CC&Rs, bylaws and other agreements that apply to single family residences in some neighborhoods, condominiums and apartment buildings. You may be liable for civil and criminal penalties for the violations of these laws and regulations. You are encouraged to review local, state and Federal laws and regulations applicable to you and consult with an attorney prior to listing an Accommodation on a Third Party Platform or using the Services.

Dispute Resolution

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) ("**Disputes**") between you and Great Dwellings or their successors or assigns shall exclusively be settled through

binding and confidential arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. **You acknowledge and agree that you and Great Dwellings are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both you and Great Dwellings otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The Federal Arbitration Act will govern the interpretation and enforcement of this Section and not any state arbitration law.

Notwithstanding anything to the contrary herein, if Great Dwellings changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to support@GreatDwellings.com) within 30 days of the date such change became effective, as indicated in the "Last modified" date above. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Great Dwellings in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General

Waiver. If you breach these Terms and we decide to take no action or neglect to do so, then we will still be entitled to take action and enforce our rights and remedies for any other breach.

Severability. If any of the provisions, or portions thereof, of these Terms are found to be invalid under any applicable statute or rule of law, then, that provision (or portion thereof) notwithstanding, these Terms shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

Assignment. These Terms and the rights granted and obligations undertaken hereunder may not be transferred, assigned, or delegated in any manner by User, but may be freely transferred, assigned, or delegated by Great Dwellings.

Contact

If you have any questions about these Terms, please contact Great Dwellings.