

Tour24 (hereinafter, “**Tour24**”, “**we**”, “**us**”, or “**our**”) provides an online platform that provides for on-demand tours of rental properties (collectively, the “**Services**”), which can be accessed through our website: www.tour24now.com (the “**Site**”) and via our mobile devices app (the “**Application**”).

Please read these Terms of Use and Privacy Policy (collectively, the “Terms”) carefully before continuing with your use of the Services. These Terms are a legally binding agreement governing your access to the Site, Application and use of the Services and all Content (defined below) therein. **IF YOU OR YOUR GUESTS DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SERVICES.** Your express consent to these Terms of Use or use of any aspect of the Services (including without limitation our websites and mobile applications) signifies your agreement with these Terms of Use, whether or not you or your guests become a registered user of the Services. If you accept or agree to these Terms on behalf of a company, guest or other legal entity, you represent and warrant that you have the authority to bind that company, guest or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company, guest or other legal entity. Failure to use the Site and/or the Application in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION AND SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH PARTNERS MAY CREATE LISTINGS (DEFINED BELOW) FOR USERS (DEFINED BELOW) TO LEARN ABOUT AND VISIT LISTINGS. YOU UNDERSTAND AND AGREE THAT TOUR24 IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN PARTNERS AND VISITORS, NOR IS TOUR24 A REAL ESTATE BROKER, AGENT OR INSURER. TOUR24 HAS NO CONTROL OVER THE CONDUCT OF PARTNERS, VISITORS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY LISTINGS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY AGREEING TO THESE TERMS AND THE ARBITRATION AND CLASS ACTION WAIVER PROVISION, YOU WAIVE YOUR RIGHT TO BRING A LAWSUIT IN COURT.

Definitions

“Content” means all text, graphics, images, music, software (excluding the Application), audio, video, information or other materials that Tour24 makes available through the Site, Application, or Services, including any Content licensed from a third party, including User Content.

“Listing” means a rental property or space that is listed by a Partner as available for rent via the Site, Application, and Services.

“Partner” means a user who creates a Listing via the Site, Application and Services.

“Tax” or “Taxes” mean any sales taxes, value added taxes (VAT), goods and services taxes (GST) and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes. Certain areas of the Site and Application (and your access to or use of certain aspects of the Services and Content) 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, Application, 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, Application, Services, or Content.

“User” means a person who completes Tour24’s account registration process, including, but not limited to, Partners and Visitors, as described under “Account Registration” below.

“User Content” means all Content that a user posts, uploads, publishes, submits or transmits to be made available through the Site, Application or Services.

“Visitor” means a user who visits a Listing via the Site, Application or Services.

Account Registration

In order to access certain features of the Site and Application, and to visit or create a Listing, you must register. You agree to provide accurate, current and complete information during the registration. You may only connect to the Service through your Account and in accordance with our access procedures. By providing us with your email address you consent to our sending you Service-related notices. You must be eighteen (18) years of age or older to use the Service.

Listings

The Site, Application and Services can be used to facilitate the listing and visitation of residential and other properties (“**Listings**”). Such Listings are included on the Site, Application and Services by Partners.

Tour24 is not an owner or operator of properties, nor is it a provider of properties, and Tour24 does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control properties, including, but not limited to, residential or commercial rental units and Tour24’s role is solely to facilitate the availability of the Site, Application and Services for users and to provide services related thereto. Similarly, Tour24 is not a contracting agent or representative of any Partner, real estate agency or brokerage.

Please note that Tour24 reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Tour24, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION AND SERVICES ARE INTENDED TO BE USED TO FACILITATE THE VISITING OF LISTINGS. TOUR24 CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY LISTING. TOUR24 IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS. ACCORDINGLY, ANY IN-PERSON VISIT OF A LISTING WILL BE MADE AT THE VISITOR'S OWN RISK.

Modifications

Tour24 reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or via the Application or provide you with notice of the modification. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application 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, Application and Services.

User Content; No Endorsement

Tour24 does not endorse any Users or any Listings. In addition, although these Terms require Users to provide accurate information, we do not attempt to confirm, and do not confirm, any User's purported identity. As such, you acknowledge and agree that we are not responsible for any Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any Content. Your interactions with Listings are solely between you and such Listings and we are not responsible or liable with respect to any such interactions. Tour24 will not be responsible for any damage or harm resulting from your interactions with other Users. By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to a claim against the particular User(s) or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Tour24 with respect to such actions or omissions. If there is a dispute between you and any Listing, we are under no obligation to become involved. We reserve the right to change, condense or delete any content, information, or other materials on the Service (including your Content).

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Content. In connection with your use of our Site, Application and Services, you may not and you agree that you will not:

- i. When visiting Listings in person, you agree not to damage any property. Visitors will be responsible for any damage caused as a result of visiting Listings, or any violations of any local, state, provincial, national, or other local laws or community regulations, or any order of a court;
- ii. use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the Site, Application, Services or Content; use the Site, Application or Services for any commercial or other purposes that are not expressly permitted by these Terms;
- iii. copy, store or otherwise access any information contained on the Site, Application, Services or Content for purposes not expressly permitted by these Terms;
- iv. infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- v. interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- vi. use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers; use our Site, Application or Services in connection with the distribution of unsolicited commercial email (“spam”) or advertisements unrelated to renting a Listing;
- vii. “stalk” or harass any other user of our Site, Application, or Services or collect, process or store any personally identifiable information about any other user other than for purposes of transacting as a Tour24 Visitor or Partner;
- viii. register for Tour24 on behalf of an individual other than yourself; contact a Partner for any purpose other than asking a question related to a Listing, such Partner’s Listings; recruit or otherwise solicit any Partner or other User to join third party services or websites that are competitive to Tour24, without Tour24’s prior written approval;

- ix. impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity; use automated scripts to collect information or otherwise interact with the Site, Application or Services; use the Site, Application and Services to find a Partner or Visitor and then complete a Visiting of Listing transaction independent of the Site, Application or Services in order to circumvent the obligation to pay any Service Fees related to Tour24's provision of the Services;
- x. systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- xi. use, display, mirror or frame the Site or Application, or any individual element within the Site, Services, or Application, Tour24's name, any Tour24 trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Tour24's express written consent;
- xii. access, tamper with, probe, scan or use non-public areas of the Site or Application, Tour24's computer systems, or the technical delivery systems of Tour24's providers;
- xiii. attempt to probe, scan, or test the vulnerability of any Tour24 system or network or breach any security or authentication measures; avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Tour24 or any of Tour24's providers or any other third party (including another user) to protect the Site, Services, Application or Content;
- xiv. forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Content to send altered, deceptive or false source-identifying information;
- xv. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Content; or advocate, encourage, or assist any third party in doing any of the foregoing.

Tour24 will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Tour24 may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Tour24 has no obligation to monitor your access to or use of the Site, Application, Services or Content or to review or edit any User Content, but has the right to do so for the purpose of operating the Site, Application and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Tour24 reserves the right, at any time and without prior notice, to remove or disable access to any Content that Tour24, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

Location Verification

A. Description of Service. When using the location service, we may request your permission to obtain your location using your mobile phone. Your location information will only be used to confirm that you are in the vicinity of the Listing(s) you are requesting to view. Tour24 will track and report locations that you are touring while on the property. This information is collected and passed to the property management company within 24 hours of your tour. The information can also be used to enhance Tour24's service. Tour24 is not responsible for the timeframe in which the property management company retains this information. Your consent to opt-in to the location service will be obtained by accepting the terms and conditions when enrolling to schedule an appointment.

The Application is not a Cellular Provider (i.e. AT&T, Sprint, T-Mobile, Verizon Wireless and others) application. If you use the Application, it may require your Cellular Provider to disclose your customer information, including mobile phone location information, to the application provider or some other third party. By providing your consent, you authorize your Cellular Provider to disclose your information to third parties to enable the Application. Check your Cellular Provider's policies for more information about how it collects, accesses, uses or discloses your information. You acknowledge and agree that

- i. your relationship with Tour24 is separate from your relationship with your Cellular Provider;
- ii. your Cellular Provider is not responsible for the Application; and
- iii. you will hold harmless your Cellular Provider and its subsidiaries, affiliates, officers, employees, agents, successors and assigns from any judgments, claims, actions, losses, liabilities or expenses arising from or attributable to the application or Tour24's acts or omissions.

B. Opting Out. When using this location service, you will be automatically opted out of the service after the property tour is complete and you leave the property premises. You will not be located after unless you use the Application again and provide your consent to be located at that time.

C. Protecting your Privacy. Your privacy is very important to us and so this service uses only secure HTTPS communication with SSL Encryption to obtain your location data. When using this service, your location will be used to verify you are in the vicinity of the Listing(s) you are requesting to view. Tour24 will track and report locations that you are touring while on the property. This information is collected and passed to the property management company within 24 hours of your tour. The information can also be used to enhance Tour24's service. Tour24 is not responsible for the timeframe in which the property management company retains this information. Your consent to opt-in to the location service will be obtained by accepting the terms and conditions when enrolling to schedule an appointment.

D. Sharing information. Your location data (latitude, longitude and accuracy estimate) will not be shared with anyone or used for any purpose other than its intended use.

E. Contact Us. For more information or help with this service, please email us support@Tour24now.com or call 1-888-297-7411.

Ownership

The Site, Application, Services, and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site, Application, Services and Content, including all associated intellectual property rights is the exclusive property of Tour24 and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Content.

Application License

Subject to your compliance with these Terms, Tour24 grants you a limited non-exclusive, nontransferable license to download and install a copy of the Application on a single mobile device or computer that you own or control and run such copy of the Application solely for your own personal non-commercial use. Furthermore, with respect to any App Store Sourced Application (defined below), you will only use the App Store Sourced Application.

Tour24 Content and User Content License

Subject to your compliance with the terms and conditions of these Terms, Tour24 grants you a limited, non-exclusive, non-transferable license, to:

- i. access and view any Tour24 Content solely for your personal and non-commercial purposes; and
- ii. access and view any User Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Tour24 or its licensors, except for the licenses and rights expressly granted in these Terms.

User Content

We may, in our sole discretion, permit users to post, upload, publish, submit or transmit user Content. By making available any User Content on or through the Site, Application and Services, you hereby grant to Tour24 a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such user Content on, through, or by means of the Site, Application and Services. Tour24 does not claim any ownership rights in any such user Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such user Content.

You acknowledge and agree that you are solely responsible for all user Content that you make available through the Site, Application and Services. Accordingly, you represent and warrant that:

- i. you either are the sole and exclusive owner of all user Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to Tour24 the rights in such user Content, as contemplated under these Terms; and
- ii. neither the user Content nor your posting, uploading, publication, submission or transmittal of the user Content or Tour24's use of the user Content (or any portion thereof) on, through or by means of the Site, Application and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree and covenant to indemnify, defend and hold harmless Tour24 for a breach of the above representations and warranties as set forth below.

Links

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that Tour24 is not responsible or liable for:

- i. the availability or accuracy of such websites or resources; or
- ii. the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Tour24 of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Tour24 used herein are trademarks or registered trademarks of Tour24. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Copyright Policy

Tour24 respects copyright law and expects its users to do the same. It is Tour24's policy to terminate in appropriate circumstances the Tour24 Accounts of Users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

Termination and Tour24 Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time terminate these Terms or your access to our Site, Application and Services.

In the event Tour24 terminates these Terms, or your access to our Site, Application and Services you will remain liable for all amounts due hereunder.

Warranty

THE SITE, APPLICATION, SERVICE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. USE OF THE SITE, APPLICATION AND SERVICE IS AT YOUR SOLE RISK. THE AFFILIATED ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO AFFILIATED ENTITY, INCLUDING US, AND EACH OF THEIR LICENSORS AND SUPPLIERS DO NOT WARRANT THAT ANY PORTION OF THE SERVICE, CONTENT THEREIN OR INFORMATION IS ACCURATE, TIMELY, TRUTHFUL, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR COMPLY WITH LAWS APPLICABLE TO YOU; THAT ANY PORTION OF THE SITE, APPLICATION AND SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, BACKED UP, SECURE, OR FREE FROM BREACH OR INTERCEPTION OF DATA OR YOUR CONFIDENTIAL INFORMATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE OR APPLICATION IS DOWNLOADED

AT YOUR OWN RISK. NEITHER US NOR ANY AFFILIATED ENTITY WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SERVICE, LINK OR ADVERTISEMENT OFFERED BY ANY THIRD PARTY THROUGH THE SITE OR APPLICATION OR ANY LINKED WEBSITE OR SERVICE, AND NEITHER US NOR ANY AFFILIATED ENTITY WILL BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY SUCH THIRD PARTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TOUR24 OR THROUGH THE SITE, APPLICATION, SERVICES OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Disclaimers

IF YOU CHOOSE TO USE THE SITE, APPLICATION OR SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT TOUR24 DOES NOT CONDUCT BACKGROUND CHECKS ON ANY USER, INCLUDING, BUT NOT LIMITED TO, VISITORS AND PARTNERS.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY PARTNERS OR VISITORS. YOU UNDERSTAND THAT TOUR24 DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY LISTINGS. TOUR24 MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, VISITORS AND PARTNERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY TOUR24.

Limitation of Liability

YOU 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, APPLICATION, SERVICES AND CONTENT, YOUR LISTING OR VISITING OF ANY LISTINGS VIA THE SITE, APPLICATION AND SERVICES, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF TOUR24 WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER TOUR24 NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR

CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR FROM YOUR LISTING OR VISITING OF ANY LISTING VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY,

CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TOUR24 HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

In the event of a conflict between any provisions of the Tour24 Order Form and Agreement (the “Agreement”) or any other document related to the Agreement, the provisions of this Additional Terms and Conditions shall control.

Indemnification

You agree to release, defend, indemnify, and hold Tour24 and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with

- i. your access to or use of the Site, Application, Services, or Content or your violation of these Terms;
- ii. your User Content; and
- iii. your interaction with any User, Visiting of a Listing, creation of a Listing or the use, condition or rental of a Listing by you, including, but not limited to, any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, Visiting or use of a Listing.

Export Control and Restricted Countries

You may not use, export, re-export, import, or transfer the Application except as authorized by United States law, the laws of the jurisdiction in which you obtained the Application, and any other applicable laws. In particular, but without limitation, the Application may not be exported or reexported:

- i. into any United States embargoed countries; or
- ii. to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Site, Application and Services, you represent and warrant that
 - a. you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Site, Application and Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Tour24 does not permit Listings associated with certain countries due to U.S. embargo restrictions.

Accessing and Downloading the Application from App Stores

The following applies to any Application accessed through or downloaded from the Apple iTunes or Google Play App Stores (each, an "**App Store Sourced Application**"):

You acknowledge and agree that

- i. these Terms are by and between you and Tour24 only, and not Apple or Google, and
- ii. Tour24, not Apple or Google, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the applicable App Store Terms of Services.

You acknowledge that neither Apple nor Google have an obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple or Google, as applicable, for a refund of the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple and Google will have no other warranty obligation whatsoever with respect to the App Store Sourced Application.

As between Tour24 and Apple or Google, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Tour24. You and Tour24 acknowledge that, as between Tour24 and Apple or Google, neither

Apple nor Google, are responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced.

Application or your possession and use of the App Store Sourced Application, including, but not limited to:

- i. product liability claims;
- ii. any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and
- iii. claims arising under consumer protection or similar legislation.

You and Tour24 acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Tour24 and Apple or Google, Tour24, not Apple or Google, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

You and Tour24 acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof. Without limiting any other terms of these Terms, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Tour24 and you regarding the Site, Application, Services, Content and any viewing of or visiting of Listings made via the Site, Application and Services, and these Terms supersede and replace any

and all prior oral or written understandings or agreements between Tour24 and you regarding the viewing or visiting of Listings, the Site, Application, Services and Content.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Tour24's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Tour24 may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Tour24

- i. via email (in each case to the address that you provide) or
- ii. by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

General

The failure of Tour24 to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Tour24. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Arbitration

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. ARBITRATION IS A WAIVER OF THE RIGHT TO BRING SUIT IN COURT.

THIS SECTION CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

IF YOU ARE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

You agree to resolve any claims relating to these Terms through final and binding arbitration, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances, you may not bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Site, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to

award the same damages and relief that a court can. Thus, you agree that you are waiving your right to sue or go to court to secure relief, and instead agree to the arbitration process as stated in this provision. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures. If there is a conflict between JAMS Rules and the rules set forth in this Agreement to Arbitrate, the rules set forth in this Agreement to Arbitrate will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267.

To initiate arbitration, you or Tour24 must:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.
- (2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee to your local JAMS office.
- (3) Send one copy of the Demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, except that for claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. In addition, for claims of less than \$1,000, we will reimburse you for the \$25 fee if the arbitrator rules in your favor. Arbitration under this agreement shall be held in the United States county where you live or work, Massachusetts, or any other location we mutually agree to, subject to Massachusetts law. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The arbitrator will decide the rights and liabilities, if any, of you and Tour24, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Tour24. The arbitrator's decision may be entered as a judgment in a court of competent jurisdiction.

You may only resolve disputes with Tour24 on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

WAIVER OF JURY TRIAL: THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

OPT-OUT OF AGREEMENT TO ARBITRATE: You can decline this agreement to arbitrate by emailing us at support@tour24now.com and providing the requested information as follows: (1) Your Name; (2) the URL of Terms of Use and Agreement to Arbitrate Disputes; (3) Your Address; (4) Your Phone Number; (5) and clear statement that you wish to opt out of this arbitration provision in the Terms of Use. The Opt-Out Notice must be emailed no later than 30 days after the date you first accept the Terms of Use by using the website.

Choice of Law; Forum Selection

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, these Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction in the United States District Court for the District of Massachusetts or in state court in Norfolk or Suffolk County, Massachusetts.

Contacting Tour24

If you have any questions about these Terms or any App Store Sourced Application, please contact Tour24 at support@Tour24now.com.

Privacy Policy

This is the privacy policy of <https://www.Tour24now.com> and will be referred to as “We”, “our” and “us” in this Internet Privacy Policy. By using this site, you agree to the Internet Privacy Policy of this web site (“the web site”), which is set out on this web site page.

We reserve the right, at our discretion, to modify or remove portions of this Internet Privacy Policy at any time. This Internet Privacy Policy is in addition to any other terms and conditions applicable to the web site. We do not make any representations about third party web sites that may be linked to the web site.

We recognize the importance of protecting the privacy of information collected about visitors to our web site, in particular information that is capable of identifying an individual (“personal

information”). This Internet Privacy Policy governs the manner in which your personal information, obtained through the web site, will be dealt with.

This Internet Privacy Policy should be reviewed periodically so that you are updated on any changes. We welcome your comments and feedback.

Personal Information

Personal information about visitors to our site is collected or stored only when knowingly and voluntarily submitted. For example, we may need to collect such information to provide you with further services or to answer or forward any requests or inquiries. It is our intention that this policy will protect your personal information from being dealt with in any way that is inconsistent with applicable privacy laws. Please note that we may retain certain information as required by law or for legitimate business purposes. We also may retain cached or archived copies of information about you for a certain period of time.

When you use the Site, Application and Service, Tour24 may collect, but not be limited to, the following information:

- User contact details (Guest Card information), such as name, email address, phone number, and mailing address
- Credit card information processed by our payment processor (Tour24 does not retain credit card information)
- Personalization information including, but not limited to, an uploaded profile photo as permitted by law
- Responses to surveys, polls, or assessments as required per listing.
- Real Estate Preferences. Tour24 may collect information on your real estate searches and preferences using the Service, including search criteria and other information related to the rental, purchase or sale of real estate.
- Usage Preferences. Tour24 may collect information about how you interact with the Service, preferences, and settings. In some cases we do this through the use of cookies and similar technologies such as geolocation beacons that create and maintain unique identifiers.
- Devices and Software. Tour24 may collect information about the device and software you provide us to access the Service, including, for example, hardware, operating system, software and file names and versions, preferred language, unique device identifier, advertising identifiers, serial number, and network information.
- Log Information. When you interact with the Service, Tour24 may collect server logs, which may include information like device IP address, access times, app features accessed, pages viewed, app crashes and other system activity, type of browser, and referral link information.
- Location. If you permit the Service to access location services used by your device, Tour24 may collect the location of your device while you are using the Service.

- **Communication Information.** Information sent by you to us through email or other communications methods.
- **Third Parties.** If you also interact with us in another capacity, including on any other website, app, or in person, we may combine or associate that information with information we have collected from you through the Service.

Use of Information

Personal information that visitors submit to our site is used only for the purposes of providing, maintaining and improving the Service and/or for such other secondary purposes that are related to these primary purposes, unless we disclose other uses in this Internet Privacy Policy or at the time of collection. Tour24 may share your information with its affiliates and third-party service providers who need access to such information for purposes of providing and fulfilling the Services, in response to a request for information by a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process; in connection with the potential merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company or in an aggregated and/or anonymous form which cannot reasonably be used to identify you.

The personal information that we collect is used to perform our contractual obligations and for our other legitimate interests. We may use your personal information for purposes including, but not limited to, the following:

- To deliver services, products, or transactions that you have requested
- To improve the Service, including upgrading security measures
- To send you Listings promotional materials or communications
- To conduct research of interest to Tour24 and the Listings

In addition, Tour24 may allow Listings to provide advertisements, and to track and report on the performance of those advertisements. These entities may use cookies, geolocation beacons, SDKs, and other technologies to identify your device when you use the Service, as well as when you visit other online sites and services, and such services will be covered by the privacy policy of the respective third parties.

We use Google Analytics to collect information about use of the Service. More information on Google Analytics - including how you can control the information sent to Google - can be found here: www.google.com/policies/privacy/partners/.

You can de-activate your account at any time by emailing us at support@tour24now.com. Please note that even if you request de-activation of your account, information associated with your account may remain in archived/backup copies for our records or as required by law.

For California Residents: California residents may request from businesses with whom they have an established business relationship (1) a list of categories of personal information, such as name, address, e-mail address, and the type of services provided to the customer, that a business has disclosed to third parties during the immediately preceding calendar year for the third parties' direct marketing purposes and (2) the names and addresses of all such third parties. To request the above information please contact us by emailing support@tour24now.com. We will respond to such requests within 30 days of receipt.

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