

GUEST AGREEMENT

This agreement governs the relationship between you (“**Guest**”), your Host (“**Host**”) and Truvi Technologies Ltd (“**Truvi**”) in any Booking. You should read this agreement carefully and only continue if you wish to be bound by the agreement in its entirety.

1. GUEST OBLIGATIONS AND ACKNOWLEDGEMENTS

- 1.1. The Guest acknowledges they are liable for all Property Damage to, at or in the Property during the Booking which was directly or indirectly caused by their own action or inaction. In addition to any liability for Property Damage, the Guest agrees to compensate the Host for any fees or charges payable, including compensation to occupiers of neighbouring premises caused by the Guest's actions, inactions or their failure to fulfil any of the obligations in this agreement.
- 1.2. Wherever possible, the Guest shall take a photographic record of the Property at the start and the end of the Booking. If the Guest does not do so, the Guest acknowledges that it will be hard for them to prove that any Property Damage was not caused by them.
- 1.3. On becoming aware of any Property Damage or similar, the Guest shall act without delay and take all reasonable steps to minimise its effects, including but not limited to, steps to prevent it from worsening and/or causing nuisance to the occupier of any neighbouring premises. The Guest shall report any such Property Damage to the Host as soon as reasonably practicable.
- 1.4. The Guest acknowledges that the cost of Property Damage will be determined at the sole discretion of an agent acting on behalf of the Host after considering all evidence.

2. PROPERTY USE AND CARE

2.1. With regard to their Booking, the Guest agrees to the following conditions:

- 2.1.1. to use the Property only as permitted by the Host and always in a reasonable and responsible manner. Parties are strictly prohibited unless pre-authorised by the Host;
- 2.1.2. to operate any appliance(s), fixtures and fittings in accordance with provided instructions and in a reasonable and careful manner;

- 2.1.3.** to take full responsibility for the conduct and behaviour of any person(s) they have permitted to enter the Property;
- 2.1.4.** to ensure the Property is adequately secured at all times and in accordance with the Property's house rules;
- 2.1.5.** to take care to avoid blocking or causing damage to drains or sanitary appliances; and
- 2.1.6.** to keep the Property appropriately and safely ventilated to ensure there is no build-up of damp, moisture, smoke, grease or similar.

3. TRUVI ADJUDICATION SERVICE

3.1. The Guest will be given an opportunity to submit relevant evidence to the Truvi Adjudication Service before a finding is made.

3.2. To quantify the Guest's liability, Truvi may take into account certain factors including but not limited to the following:

3.2.1. the cost of rebuilding or repairing the Property Damage to a condition equal to but not better or more extensive than the condition at the start of the Booking;

3.2.2. depreciation based on the expected lifetime of the item(s) within a rental environment, that has suffered Property Damage; and/or

3.2.3. any financial contribution which has been made towards the Property Damage by the Guest and/or any third party, including from the sale of any item which has suffered Property Damage and any relevant Deposit Management Service.

3.3. The Guest acknowledges and agree that the decision of the Truvi Adjudication Service is final and binding upon them and constitutes final determination of any Charges due and payable by the Guest in respect of the Booking.

3.4. This does not impact the right of the Guest to bring independent legal proceedings in respect of a Booking should they wish to challenge the final decision of the Truvi Adjudication Service.

4. GUEST WARRANTY AND LIABILITY

- 4.1. The Guest understands and agrees that they remain liable to pay any sums owed to the Host under this Agreement on a joint and several basis with any other Guests.

5. AGREEMENT

- 5.1. To the extent this agreement is signed by an Agent or representative of a Guest, it is deemed to also bind the Guest and confirms their acceptance to the terms of this agreement.
- 5.2. By entering into this agreement, you also agree to our Website Terms and Privacy Policy which you can find at www.truvi.com.
- 5.3. In the event that you default on payments related to Property Damage you are liable for, we maintain an internal watchlist. You may be added to this watchlist until any outstanding balance after the due date is settled. Once the payment is received and the balance is cleared, you will be promptly removed from the watchlist. You can find more information regarding the watchlist via our FAQs at www.truvi.com.

6. GENERAL

- 6.1. Notices under this agreement will be in writing and delivered by email. Any notice sent to the Guest by email will be deemed received eight hours after the email is sent, unless or in the event notification of non-delivery is received. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 6.2. The unenforceability or invalidity of any clause in this agreement shall not have an impact on the enforceability or validity of any other clause.
- 6.3. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of

England and Wales. The Host and Guest agree to submit to the exclusive jurisdiction of the English courts.

DEFINITIONS FOR GUEST AGREEMENT

“Acts of Nature” means (but is not limited to) earthquakes and weather-related events such as hurricanes and tornadoes;

“Agent” means any party providing services on behalf of the Host;

“Booking” means a confirmed stay;

“Charges” means any lawful charges levied against the Guest in respect of their use of the Property during the Booking;

“Contents” means household goods and other personal property contained within a Property, including art, antiques and collectable items. For the avoidance of doubt, this does not include;

- (a) animals including pets and livestock;
- (b) currency, cheques, credit cards, postal orders, travellers’ cheques, money orders, crossed bankers’ drafts, current postage stamps, gift vouchers or tokens, customer redemption vouchers, travel tickets, precious metal in bullion form, notes or securities
- (c) jewellery, watches, gemstones, handbags, furs,

unless in the case of (b) and (c) above, the items are stored in a locked safe inaccessible to guests;

“Cosmetic Damage” means damage that does not impact the likelihood of a Property receiving a Booking, or adversely impact the functionality of the Property’s fixtures and/or fittings, or its Contents. By way of example (but not limited to) damage that consists solely of scratches, scuffs, marks or dents;

“Group Company” means a parent, subsidiary or related company of Truvi;

“Guest” means the lead guest who makes a Booking and any accompanying occupants;

“Home Standards” refers to a set of standards and best practices that ensures a Listing is safe, fully functional and as advertised, including but not limited to:

- a. appropriate sleeping areas, hot and cold running water, and a functional sewage system;
- b. adequate protection of the property, including locks and/or other security devices (as appropriate); and
- c. functioning utilities, such as wifi, air conditioning and heating (as advertised);

“Host” means an approved accommodation property advertiser who is advertising approved Listings on a recognised STR Platform;

“Listing” (also **“Property”**) means any residential property (including but not limited to campervans, boats, mobile homes, and any other impermanent structures), which a Host has the legal and/or contractual right to offer to Guests and which complies with Home Standards;

“Partner” (also **“Client”**) means any third party who has an ongoing commercial relationship with Truvi bound by agreed contractual terms;

“Platform” (or **“STR Marketplace”**) means any digital interface through which Truvi provides its Services; **“Property”** means any residential property (including but not limited to campervans, boats, mobile homes, and any other impermanent structures), which a host has the legal and/or contractual right to offer to guests and which complies with Home Standards.

“Property Damage” means the damage caused to any Property, its fixtures and/or fittings, or its Contents, caused by the actions or inactions, whether accidental, deliberate or otherwise, of a guest (or any accompanying occupants) during a Booking. For the avoidance of doubt, this does not include Cosmetic Damage and/or Wear and Tear;

“Services” means the Services provided by Truvi to the Host;

“Truvi” (also the **“Company”**) means Truvi Limited and/or any Group Company. Truvi shall also mean truvi.com and any other Truvi branded websites, web pages, mobile websites (collectively, the **“Site”**), and any mobile applications (the **“App”**) owned and or operated by Truvi;

“Truvi Adjudication Service” means a mechanism used by Truvi to resolve Property Damage related disputes between Hosts and Guests;

“Watchlist” means an internal Truvi-owned database of third parties that will not be given approved status by Truvi based on the outcome of a verification, intelligence and/or previous experience; and

“Wear and Tear” means the type of gradual deterioration to a Property’s fixtures and/or fittings, or its Contents which could reasonably be expected through normal usage over time.

2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.