OWL PAYMENTS LIMITED - PAYMENTS TERMS OF SERVICE

1. THESE TERMS

1.1 What these terms cover. These terms set out the basis upon which Owl Payments Limited (“us” or “we”) will provide you (being a legal person resident or registered in the United Kingdom that sells Bookings via the TripAdvisor Rentals Sites) (“you”) with Merchant Acquiring Services, Payment Accounts Services and Payment Services.

1.2 Why you should read these terms? Please read these terms carefully before you agree to them, as they will apply to each of the Services we provide under these terms. They explain many of your responsibilities to us and our responsibilities to you, how and when these terms can be terminated and the extent of our liability to you. If there are any terms that you do not understand or do not wish to agree to, please contact us. You should only complete our sign-on procedures and agree to these terms if you agree to be bound by these terms.

1.3 Are you Large Corporation? You will have different rights under these terms depending on whether you are a Large Corporation. You can find out if you are a Large Corporation by looking at section 3 of these terms which sets out its meaning.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Owl Payments Limited, a company incorporated in England and Wales (company number: 11884803) with its head office and registered office at 7 Soho Square, London, W1D 3QB, United Kingdom. We are authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 (registration number 946444) for the provision of payment services. We are an authorised payment institution.

2.2 Communications between us are to be in English. These terms are concluded in English and all communications between you and us shall be in English only.

2.3 How to contact us.

| Email               | owlpayments@tripadvisor.com |

2.4 How we may contact you.

<table>
<thead>
<tr>
<th>Post</th>
<th>Your physical address, as set out on the TripAdvisor Rentals Platform.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>Your telephone number, as set out on the TripAdvisor Rentals Platform.</td>
</tr>
<tr>
<td>Email</td>
<td>Your e-mail address, as set out on the TripAdvisor Rentals Platform.</td>
</tr>
<tr>
<td>In the event of security threats or fraud</td>
<td>We will contact you using whichever we think is the most appropriate of the above methods given the circumstances.</td>
</tr>
</tbody>
</table>
2.5 **Writing** includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

### 3. INTERPRETATION

The definitions set out in this section apply in these terms as follows:

“Authorised Person(s)” means the individual(s) who are authorised by you to change details of the Nominated Account(s) and otherwise communicate with us on your behalf.

“Beneficiary” means you in relation to a Payout and the Traveller in relation to a Refund.

“Booking” means an agreement to rent a Property made between you and a Traveller (both on their own behalf and/or on behalf of other persons detailed in such reservation), made on a Tripadvisor Rentals Site and facilitated by one of the Tripadvisor Rentals Companies.

“Booking Price” means the price that a Booking is sold for on a Tripadvisor Rentals Site (as same may be subsequently changed by agreement between you and the applicable Traveller in accordance with the Tripadvisor Rentals Owner Terms and the Tripadvisor Rentals Traveller Terms).

“Business Day” means a day when the clearing banks in the City of London are open for business, excluding Saturdays, Sundays and public holidays.

“Charity” means a body whose annual income is less than £6.5 million and is: (a) in England and Wales, a charity as defined by section 1(1) of the Charities Act 2011 (meaning of “charity”); (b) in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; (c) in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008.

“Commission” means the total of (a) a sum equivalent to 3% of the Net Rate, plus (b) the booking fee paid by the Traveller in respect of the Booking.

“Data Protection Legislation” means all applicable legislation and regulatory requirements in force from time to time relating to the use of Personal Data and the privacy of electronic communications.

“Large Corporation” means you if you are not a Charity or a Micro-Enterprise.

“Merchant Acquiring Services” means us: (a) collecting credit card/debit card/PayPal account details via the Tripadvisor Rentals Sites from Travellers who would like to purchase Bookings; (b) arranging for the appropriate amount of monies to be debited from Travellers’ accounts linked to those credit cards/debit cards/PayPal accounts (as appropriate) and sent to us; (c) crediting your Payment Account(s) with the Net Rate for each Booking purchased via a Tripadvisor Rentals Site, as more particularly described in section 7.

“Micro-Enterprise” means an enterprise which, at the time at which the Payment is executed, employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed €2M.

"Net Rate" means the Booking Price less the Commission for each Booking.

“Nominated Account(s)” means the account(s), nominated by you, where money subject to a Payout will be sent.

“Password” means the password used by an Authorised Person to gain access to the relevant Tripadvisor Rentals Platform.
“Payment” means both Payouts and Refunds.

“Payment Account” means an account you hold with us, which we will credit with the Net Rate for each Booking sold via one of the Tripadvisor Rentals Sites.

“Payment Account Services” means us providing you with Payment Accounts, as more particularly described in section 8.

“Payment Order” means a request from you to us to execute a Payment, such requests are in most instances automatically deemed to be placed by you in accordance with sections 9.2 and 9.4 of these terms.

“Payment Protection Policy” means a policy put in place, which applies to each Booking, to protect Travellers when they make a Booking.

“Payment Services” means us executing Payouts and Refunds.

“Payout” means us sending money from your Payment Account(s) to your Nominated Account(s).

“PDF Statement” means your monthly statement showing, amongst other things, monies credited to your Payment Account, details of Payments executed from your Payment Account and the balance of your Payment Account.

“Personal Data” has the meaning set out in the Data Protection Legislation.

“Property” means a property which you market and have the right to make available to be rented via the Tripadvisor Rentals Sites.

“Property Listing” means the listing of a Property on one or more of the Tripadvisor Rentals Sites.

“Refund” means us sending money from one of your Payment Accounts to: (a) the account linked to the credit card/debit card the Traveller used when paying for the Booking; or (b) the PayPal account the Traveller used when paying for their Booking; or (c) another account belonging to the Traveller, the details of which the Traveller has provided to us.

“Security Breach” means: (a) someone other than the relevant Authorised Person knowing or possibly knowing the relevant Authorised Person’s Password; (b) a Password being lost or stolen; or (c) the suspected or actual misappropriation or unauthorised use of the Tripadvisor Rentals Platform.

“Services” means the Merchant Acquiring Services, the Payment Account Services and the Payment Services.

“Small Business” means an enterprise which is: (a) not a Micro-Enterprise; (b) has an annual turnover of less than £6.5 million; and (i) employs fewer than 50 persons; or (ii) has a balance sheet total of less than £5 million (or its equivalent in any other currency).

“Traveller” means a person that purchases a Booking from you via a Tripadvisor Rentals Site.

“Tripadvisor Group” means us, any subsidiary or holding company from time to time of ours and any subsidiary from time to time of a holding company of ours and includes for the avoidance of doubt each of the Tripadvisor Rentals Companies.

“Tripadvisor Rentals Company” means as appropriate any one or more of:

(a) FlipKey, LLC, a Delaware corporation located at 400, 1st Avenue, Needham, MA 02494, USA;
(b) Holiday Lettings Limited, registered in England & Wales under company number 5282912 with its registered office at 7 Soho square, London, W1D 3Q, UK; and

(c) Guia de apartamentos Niumba S.L.U, a company registered in Spain with its registered office at Calle de Ausias March, 148-150. Planta 4-7, 08013 Barcelona, Spain.

which each provide an online platform and various tools and services that enable persons to submit property listings with a view to such properties being booked by consumers via the Tripadvisor Rentals Sites.

“Tripadvisor Rentals Owner Terms” means the terms and conditions between the applicable Tripadvisor Rentals Company and persons that want to rent out properties through the Tripadvisor Rentals Sites (such as you) which can be found here.

“Tripadvisor Rentals Platform” means the online platform made available to you (and other persons that rent out properties) by the Tripadvisor Rentals Companies you work with where you can: (a) submit Property Listings to be advertised on the appropriate Tripadvisor Rentals Sites in accordance with the Tripadvisor Rentals Owner Terms; (b) provide us with the Unique Identifiers for your Nominated Account(s); (c) update the Unique Identifiers of your Nominated Account(s); (d) view Payouts and Refunds executed; and (e) download your PDF Statements.

“Tripadvisor Rentals Services” means the services provided by the Tripadvisor Rentals Companies under the Tripadvisor Rentals Owner Terms.

"Tripadvisor Rentals Sites" means the online platforms made available by the Tripadvisor Rentals Companies on the internet that allow consumers to rent properties from third party providers such as you.

“Tripadvisor Rentals Traveller Terms” means the terms and conditions between the applicable Tripadvisor Rentals Company and the Traveller relating to making Bookings, which can be found here.

“Username” means the username an Authorised Person has to gain access to the Tripadvisor Rentals Platform.

4. TERM AND BECOMING A CLIENT

4.1 In order to become a client and before any Services can be provided by us, the applicant must:

(a) have agreed to the Tripadvisor Rentals Owner Terms and have an account with the applicable Tripadvisor Rentals Company in good standing in accordance with the Tripadvisor Rentals Owner Terms;

(b) provide us with all information required by us to comply with our legal and regulatory obligations and our own internal risk management processes; and

(c) accept these terms.

4.2 You warrant that all information provided to us and the applicable Tripadvisor Rentals Company is true and correct to the best of your knowledge and belief.

4.3 At our absolute discretion we may refuse to open an account for you and may do so without giving any reason.
4.4 These terms shall come into force on the date that you create an account with the applicable TripAdvisor Rentals Company or use our Services and shall remain in force indefinitely until terminated in accordance with these terms.

5. AUTHORIZED PERSONS

5.1 You require at least one Authorized Person to provide us with the details of and update the details of your Nominated Account(s) and otherwise communicate with us on your behalf. You must provide us with the names and contact details of all persons you wish to be Authorized Persons. You can add and remove Authorized Persons on the TripAdvisor Rentals Platform.

5.2 The following persons will automatically be deemed to be Authorized Persons upon your acceptance of these terms:

(a) the person who accepts these terms on your behalf; and
(b) you, if you are a sole trader.

5.3 An Authorized Person must notify us immediately when you no longer want one of your Authorized Persons to be able to provide us with the details of your Nominated Account(s) or change the details of your Nominated Account(s) or otherwise communicate with us on your behalf. We will accept no liability for acting on the instructions of an Authorized Person where you have failed to notify us that you no longer wanted us to act upon that person’s instructions.

6. THE SERVICES

6.1 Subject to these terms, we shall provide you with:

(a) the Merchant Acquiring Services;

(b) the Payment Account Services; and

(c) the Payment Services.

7. THE MERCHANT ACQUIRING SERVICES

7.1 We shall provide you with the Merchant Acquiring Services which will involve:

(a) us giving Travellers the ability to pay for Bookings that they have purchased from you via the TripAdvisor Rentals Sites;

(b) us receiving the Booking Price for each Booking purchased by such Travellers;

(c) us crediting your Payment Account(s) with the Net Rate for each Booking purchased by such Travellers.

7.2 We will collect the Booking Price of a Booking from a Traveller either:

(a) by charging the full amount upfront at the time a Traveller makes a Booking; or

(b) by collecting an initial deposit when a Traveller makes a Booking, and then collecting the outstanding balance closer to the Traveller’s scheduled check-in date.

Whether we collect Travellers’ payments pursuant to section 7.2(a) or section 7.2(b) depends on the choices you have notified us about on how you would like Travellers to be charged for Bookings of your Property.
7.3 We keep Commission both:

(a) to pay for us the provision of the Services to you; and

(b) to pay the applicable Tripadvisor Rentals Company for the provision of the Tripadvisor Rentals Services to you.

7.4 You agree that monies we collect from Travellers that purchase Bookings via the Tripadvisor Rentals Sites shall constitute a payment made directly by the Traveller to you and that you will provide the Booking to the Traveller (unless the Booking is legitimately cancelled) in the agreed upon manner as if you had received the payment directly from the Traveller.

8. THE PAYMENT ACCOUNT SERVICES

8.1 We shall provide you with the Payment Account Services which involve us issuing you with Payment Account(s) in your name. We can issue Payment Accounts in various different currencies. You will require a Payment Account in the currency of the Net Rate you are selling each Booking in (i.e. if your Net Rate is in GBP, you will require a Payment Account in GBP and if your Net Rate is in EUR, you will require a Payment Account in EUR.)

8.2 We shall credit your Payment Account(s) with the Net Rate of each Booking purchased via a Tripadvisor Rentals Site when the payment from the Traveller is authorised and captured.

8.3 We safeguard all money credited to your Payment Accounts. Safeguarding means that we shall place money shown as credited to your Payment Account(s) in specifically designated accounts which we hold with mainstream banks that only hold client money and not our own money. The reason we safeguard your money is that we are legally obliged to do so, so that in the unlikely event that we get into financial difficulties, the money which we safeguard will be protected from the claims of our creditors and it should be returned to you in full (less the insolvency practitioner’s fees incurred in sending out money which has been safeguarded).

8.4 We will not safeguard money which is not credited to your Payment Account(s), for example money which has been subject to a Payout or a Refund or money that we otherwise debit from your Payment Account in accordance with these terms.

8.5 You acknowledge that we shall hold or charge any security/damage deposit and with your reasonable instruction, arrange disbursement of or charge the security/damage deposit to the Traveller in accordance with the terms of the Booking, if applicable. We will use reasonable efforts to address your requests and claims relating to security/damage deposits, but we are not responsible for administering or accepting any of your damage claims related to security/damage deposits, and we disclaim any and all liability in this regard. You agree to cooperate with and assist us in good faith, and to provide us with such information and take such actions as we may reasonably request in connection with security/damage deposit claims.

8.6 You authorise us to debit from your Payment Account(s) monies you owe to us under these terms and monies you owe to the Tripadvisor Group, including monies you owe to the applicable Tripadvisor Rentals Company under the Tripadvisor Rentals Owner Terms. If we debit money from your Payment Account(s), this will mean that the amount paid to you through a Payout will be decreased. The amounts we can debit from your Payment Account(s) include:

(a) any costs prepaid by the applicable Tripadvisor Rentals Company or us on your behalf;

(b) taxes, where applicable and as set out in the Tripadvisor Rentals Owner Terms;
(c) any service fees or cancellation fees imposed under the Tripadvisor Rentals Owner Terms;
(d) any amount already paid to you despite a Booking being cancelled in accordance with section 9.3.

8.7 Any amount we debit from your Payment Account(s) in accordance with section 8.6 will set off the amount owed by you to us or any member of the Tripadvisor Group and extinguish that liability to us or the member of the Tripadvisor Group.

8.8 If there is not money credited to your Payment Account(s) to compensate us for any money you owe us or any other member of the Tripadvisor Group, all other legal remedies will be open to us.

8.9 Payment Accounts are different to bank accounts in that money credited to your Payment Accounts will not be invested or lent to third parties, will not accrue interest, will be safeguarded, but will not be covered by the Financial Services Compensation Scheme.

8.10 We shall email you to let you know when your PDF Statement is available on the Tripadvisor Rentals Platform (unless there have been no changes to your Payment Account during the relevant month).

9. PAYMENT ORDERS

9.1 As a result of the regulatory permissions we hold with the Financial Conduct Authority, we can only hold money in your Payment Account(s) if it is subject to a Payment Order.

9.2 You and we agree that the money credited to your Payment Account(s) is subject to default Payment Orders for Payouts. The Payment Order for each Payout shall be deemed to be received at the time the money is credited to your Payment Account(s) unless the money is credited to your Payment Account on a day which is not a Business Day or after 1 pm on a Business Day in which case the Payment Order will be deemed to have been placed on the next Business Day. The details of the Payment Order are as follows:

<table>
<thead>
<tr>
<th>Date of Payment</th>
<th>One Business Day after the Booking has commenced.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Currency of the Payout</td>
<td>The currency of your Payment Account and your Nominated Account (these must be the same).</td>
</tr>
<tr>
<td>Beneficiary account of the Payout</td>
<td>The Nominated Account in the currency of your Payment Account.</td>
</tr>
<tr>
<td>Amount of money to be sent</td>
<td>The Net Rate for that Booking if that Booking isn’t cancelled or otherwise the subject of a Refund. If the Booking is cancelled then the amount of the Payout will be the amount that you are due in accordance with the Tripadvisor Rentals Owner Terms.</td>
</tr>
</tbody>
</table>

9.3 You and we agree that the relevant default Payment Order set out in section 9.2 will be amended to the extent required to place a Payment Order for a Refund upon a Booking being cancelled as described in sub-sections (a) – (c) below, or otherwise where a Refund is due to a Traveller in accordance with the Tripadvisor Rentals Traveller Terms or the Traveller’s statutory rights:

(a) by the applicable Tripadvisor Rentals Company, in accordance with the Tripadvisor Rentals Owner Terms and/or the Tripadvisor Rentals Traveller Terms;
(b) by a Traveller in accordance with the Tripadvisor Rentals Traveller Terms; or
9.4 The details of the Payment Order for a Refund are as follows:

<table>
<thead>
<tr>
<th>Currency of the Refund</th>
<th>The currency of the money that the Traveller used to pay for their Booking.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beneficiary account</td>
<td>The account linked to the credit card or debit card which the Traveller used to pay for the Booking or the PayPal account which the Traveller used to pay for the Booking or, in a small number of cases, another account belonging to the Traveller (the details of which the Traveller has provided to us).</td>
</tr>
<tr>
<td>Amount of money to be sent</td>
<td>The amount of money which has been credited to your Payment Account relating to that Booking less any legitimate fees which are chargeable.</td>
</tr>
<tr>
<td>Date of deemed receipt of Payment Order for the Refund</td>
<td>The date that the Booking is cancelled in accordance with section 9.3 unless the Booking is cancelled on a day that is not a Business Day, or is cancelled after 1 pm (UK time) on a Business Day, in which case the Payment Order will be deemed to have been received and the Refund will be executed on the next Business Day.</td>
</tr>
</tbody>
</table>

9.5 In order for the Traveller to receive a full refund for the Booking that has been cancelled, in accordance with section 9.3, as well as executing the Refund (i.e. sending an amount of money which has been credited to your Payment Account relating to that Booking less any legitimate fees which are chargeable), we shall send any additional amount required for the Traveller to receive the refund it is entitled to. This additional amount shall be paid from the applicable Tripadvisor Rentals Company’s or our own funds.

9.6 You may not withdraw a Payment Order unless the Payment is to be made on a specific day in the future and the withdrawal of consent is received by us prior to the end of the Business Day preceding the specified day for the making of the Payment.

9.7 Any withdrawal of the Payment Order, in accordance with section 9.6, must be received by us via email using the contact details set out in section 2.3.

10. THE PAYMENT SERVICES

10.1 The Payment Services involve us executing Payouts and Refunds from your Payment Account(s) in accordance with the Payment Orders detailed in sections 9.2 and 9.4.

10.2 We shall notify you by email when we execute a Payout. We will also notify you if the Payout is returned to us because of an error. It is your responsibility to provide us with a current, accurate and valid email address.

10.3 In order for us to execute a Payout, we require details of your Nominated Account(s).

10.4 You have to provide us with the following details (“Unique Identifiers”) in relation to your Nominated Account(s):
(a) the sort code and account number where the Nominated Account is located within the United Kingdom; or

(b) the IBAN and SWIFTBIC where the Beneficiary’s payment service provider is located outside the UK; or

(c) such other details that we request from you.

10.5 The Nominated Account(s) must be in your name and you must have a Nominated Account in the currency of each Net Rate and Payment Account you hold.

10.6 If you want to change the details of your Nominated Account(s), please allow at least one Business Day for this change to take effect.

10.7 If you think that the Unique Identifiers of one or more of your Nominated Accounts that you have provided to us are incorrect, you must contact us immediately by email using the contact details set out in section 2.3.

10.8 We are not responsible for any loss you suffer as a result of you providing us with incorrect Unique Identifiers. We will however make reasonable efforts to recover any mislaid funds and charge you a reasonable fee for recovery.

10.9 An Authorised Person can provide us with the details (and change the details) of your Nominated Account(s) via the Tripadvisor Rentals Platform. If an Authorised Person provides us with the details of your Nominated Account(s) via the Tripadvisor Rentals Platform, providing us with this information will be deemed by us to be your consent for us to execute Payouts in accordance with these terms. We will let you know via the Tripadvisor Rentals Platform and/or via email if the details of your Nominated Account(s) have been provided or updated.

10.10 You agreeing to these terms will be deemed to be your consent for us executing Refunds in accordance with these terms, the Tripadvisor Rentals Owner Terms, the Tripadvisor Rentals Traveller Terms and the Payment Protection Policy

10.11 You understand that our ability to execute a Refund is conditional upon successful receipt of money from the Traveller for the Booking the Refund relates to.

10.12 For the avoidance of doubt, liability in respect of Traveller chargebacks lies with you and not us (or any of the Tripadvisor Rentals Companies). We may apply any or all funds credited to your Payment Account(s) towards the costs incurred by us as a result of any chargebacks and fines incurred as a result of us providing you with the Merchant Acquiring Services.

10.13 As we may become liable for chargebacks from payment services used by Travellers, we retain the right to make a deduction from your Payment Account(s) and any future Payouts in relation to such chargebacks. You shall provide us with all reasonable cooperation in relation to chargebacks.

10.14 In certain situations whereby we receive notice of a chargeback filed without merit (as determined in our sole discretion) against us in respect of a legitimate charge for a Booking, and subsequently lose the legitimate charge as a chargeback, you shall assign to us the right to pursue the loss directly against the Traveller, which right we may exercise in our sole discretion.

10.15 Where a Refund or a Payout is denominated in:

(a) euro and is being sent to the account of a Beneficiary which is located in the Single European Payment Area or sterling and is being sent to the account of a Beneficiary which is located in the
United Kingdom, we shall ensure that the amount of the Payment is credited to the Beneficiary’s payment service provider’s account by the end of the Business Day following that on which your Payment Order was deemed to be received;

(b) a currency other than euro or sterling but the account of the Beneficiary’s payment service provider is located within the United Kingdom, we shall ensure that the amount of the Payment is credited to that account by the end of the fourth Business Day following that on which your Payment Order was deemed to be received.

10.16 We shall endeavour to ensure that any Payments which don’t fall within section 10.15 are actioned as soon as is reasonably practicable.

11. THE TRIPADVISOR RENTALS PLATFORM

11.1 To access the Tripadvisor Rentals Platform via the internet, you require access to the internet.

11.2 The Tripadvisor Rentals Platform is where you can:

(a) provide us with and update the details of your Nominated Account(s); and

(b) review transactions that have taken place in your Payment Account(s), such as:

(1) money received from Travellers as a result of Bookings purchased; and

(2) Payouts and Refunds executed;

(c) download your PDF Statements.

11.3 Our aim is for the Tripadvisor Rentals Platform to be working 24 hours a day, 7 days a week so that you can receive the information you require on Payouts and Refunds when you require it.

11.4 You are unable to place spending limits on Payouts or Refunds executed via the Tripadvisor Rentals Platform.

12. OUR ABILITY TO CEASE PROVIDING YOU WITH THE MERCHANT ACQUIRING SERVICES, FREEZE MONEY IN YOUR PAYMENT ACCOUNT(S) AND REFUSE TO EXECUTE PAYOUTS AND REFUNDS

12.1 We may cease providing you with Merchant Acquiring Services, freeze the money in your Payment Account(s) and refuse to execute Refunds and Payouts, without incurring any liability to you for losses that may be sustained as a result and without giving notice to you or receiving any instructions from you, upon or at any time after the happening of any of the following events:

(a) if you are an individual or a partnership:

(1) you or one or more of your partners die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or becomes a patient under any mental health legislation;

(2) you or one or more of your partners suspend payment of your debts, make or take steps with a view to making any moratorium, assignment, composition or similar arrangement with creditors, have a receiver appointed in respect of some or all assets, are the subject of a bankruptcy petition, application or order, or have anything similar to any of the events described in this section 12.1(a) happen to you anywhere in the world;

(b) if you are not an individual or a partnership:
(1) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 ("IA 1986") as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

(2) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with any of your creditors;

(3) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up;

(4) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over you;

(5) the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;

(6) a person becomes entitled to appoint a receiver over all or any of your assets or a receiver is appointed over all or any of your assets;

(7) one of your creditors or encumbrancers attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;

(8) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in section 12.1(b); or

(9) you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business;

(c) you fail in any respect to fully and promptly comply with any obligations under these terms and/or the TripAdvisor Rentals Owner Terms;

(d) the TripAdvisor Rentals Owner Terms are terminated;

(e) you have provided inaccurate, fraudulent, outdated or incomplete information;

(f) you withdraw consent for us to execute a Refund where there is, in our view, no good reason to do so;

(g) you do not provide us with details of your Nominated Account(s) for a period of time exceeding two weeks;

(h) there are, in our view, an excessive number of Refunds processed or you are subject, in our view, to an excessive amount of chargebacks;

(i) if any of the representations made in these terms or information supplied by you are or become materially inaccurate or materially changed;
(j) if it becomes or may become unlawful for us to maintain or give effect to all or any of our obligations under these terms or otherwise to carry on our business;

(k) if we or you are requested to by any governmental or regulatory authority whether or not that request is legally binding; and

(l) we consider it necessary to do so for our own protection or the protection of any other member of the Tripadvisor Group including (without limitation) in the following circumstances:

1. if we suspect illegal activities, fraud or money laundering;
2. protection from your default;
3. protection from market failure;
4. protection from adverse or volatile market conditions;
5. we are unable to verify your identity;
6. protection of our reputation; and
7. protection from loss by us.

12.2 If you become aware of the occurrence or likely occurrence of any event referred to in paragraph (a) to (k) of section 12.1, you shall notify us immediately.

13. PROHIBITED ACTIVITIES

13.1 You are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Services. In connection with your use of the Payment Services, you may not and you agree that you will not and will not assist or enable others to:

(a) breach or circumvent any applicable laws or regulations;
(b) breach or circumvent any agreements with third parties, third-party rights, the Tripadvisor Rentals Traveller Terms or the Tripadvisor Rentals Owner Terms;
(c) use the Services for any commercial or other purposes that are not expressly permitted by these terms;
(d) register or use any Nominated Account(s) that is not yours or you do not have authorisation to use;
(e) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party to protect the Services;
(f) take any action that damages or adversely affects, or could damage or adversely affect:

1. the performance or proper functioning of the Services;
2. attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services; or
3. violate or infringe anyone else’s rights or otherwise cause harm to anyone.

13.2 You may not use or assist others to use the Services to send or receive funds:

(a) to or from anyone on the UK Government’s Sanctions List;
(b) into or out of any United States embargoed countries;

(c) to or from anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List.

13.3 You represent and warrant that:

(a) neither you nor your Property is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and

(b) you are not listed on any U.S. Government list of prohibited or restricted parties or the UK Government’s Sanctions List.

13.4 In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

14. SAFEGUARDS AND SECURITY

14.1 You (or an Authorised Person on your behalf) must notify us as soon as possible via, using the contact details set out in section 2.3, on becoming aware of a Security Breach.

14.2 Each Authorised Person must take all reasonable steps to keep safe their Passwords and the Tripadvisor Rentals Platform. This includes each Authorised Person:

(a) not writing down or telling anyone their Username or Password;

(b) logging off the Tripadvisor Rentals Platform every time the computer (or other device used to gain access to the Tripadvisor Rentals Platform) is left by the relevant Authorised Person;

(c) always ensuring that neither their Username nor Password are stored by the browser or cached or otherwise recorded by the computer or other device used to gain access to the Tripadvisor Rentals Platform;

(d) having recognised anti-virus software on the device each Authorised Person uses to gain access to the Tripadvisor Rentals Platform; and

(e) using reasonable endeavours to ensure that the e-mail account(s), phone numbers and mobile phone numbers that they provided us with are secure as they might be used by us to reset Passwords or verify instructions;

(f) complying with our website terms of use, which are available on our website.

14.3 You must take all reasonable precautions to prevent fraudulent use of Services.

14.4 We may stop or suspend your use of the Tripadvisor Rentals Platform if we have reasonable grounds for doing so relating to the security of the Tripadvisor Rentals Platform or its suspected or actual unauthorised or fraudulent use.

14.5 If you believe that a Payment has been executed in error and/or was not authorised by you or an Authorised Person, you must notify us via email, using the contact details set out in section 2.3, within:

(a) 13 months of the date of any Payment, if you are a Micro-Enterprise or a Charity; or

(b) 4 months of the date of the Payment, if you are not a Micro-Enterprise or a Charity.

15. LIABILITY FOR INCORRECTLY EXECUTED PAYMENTS
15.1 If you are not a Large Corporation and a Payment we have executed on your behalf:

(a) did not reach the account of the Beneficiary at all or within the timeframe set out in section 10.15; and

(b) the account of the Beneficiary is located in the EEA,

please let us know within thirteen months via email using the contact details set out in section 2.3 and we shall refund you the value of the Payment and/or any charges or interest you have had to pay as a result of our mistake.

15.2 If you are a Large Corporation, section 15.1 will not apply. Instead, you must contact us within four months of the mistake. We won’t be responsible for:

(a) any losses other than those that are due to us acting fraudulently or negligently, or deliberately failing to do something; or

(b) any losses other than those that are directly caused by our failure, whether or not those losses could reasonably have been expected.

15.3 The exclusions of liability set out in this section 15 apply to our responsibilities for Payments sent to the wrong account, not sent at all or delayed.

16. LIABILITY FOR UNAUTHORISED PAYMENTS

16.1 If you are a Large Corporation and a Payment which we executed was not authorised by you or an Authorised Person, please notify us via email using the contact details set out in section 2.3 within four months of the date of the Payment and we shall provide you with a refund unless you have acted fraudulently, or have intentionally or with gross negligence not complied with your obligations under section 14.1, 14.2 and/or 14.3.

16.2 If you are not a Large Corporation and a Payment which we executed was not authorised by you or an Authorised Person, please notify us via email using the contact details set out in section 2.3, within 13 months of the date of the Payment and we shall provide you with a refund unless you have acted fraudulently, or have intentionally or with gross negligence not complied with your obligations under section 14.1, 14.2 and/or 14.3.

Any refund shall be paid by the end of the Business Day following the day on which we became aware of the unauthorised or incorrectly executed Payment.

16.3 Notwithstanding the above, you shall be liable, unless an exclusion set out in the Payment Services Regulations 2017 applies, for up to a maximum of £35 for any losses incurred in respect of an unauthorised Payment arising from the Tripadvisor Rentals Platform being misappropriated.

17. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

17.1 You warrant and represent to us on the date you agree to these terms that:

(a) all information that you supply to us is complete, true, accurate and not misleading in any material respect;

(b) all sums which you send to us or are sent to us on your behalf (until these monies become due to us or are paid back to you) are and will remain owned by you and you have not created and will not create any charge or other encumbrance over or in respect of such monies.
(c) you are acting as principal and not as another party’s agent or representative;

(d) you are not prevented by any legal disability or subject to any law or regulation which prevents you from performing your obligations under these terms and any related transactions contemplated by them.

(e) you have all necessary consents and have the authority to agree to these terms and if you are a body corporate, you are properly empowered and have obtained all necessary corporate or other authority pursuant to its constitutional and organisational documents; and

(f) you comply with all relevant laws, regulations, exchange control requirements and registration requirements.

17.2 You undertake to inform us with immediate effect where your beneficial ownership changes by more than 10%.

18. GENERAL LIMITATION OF LIABILITY

18.1 All funds in your Payment Account(s) may be appropriated by us if we incur any liability in respect of you or in the event that you are unable to pay sums due to us or breach of these terms.

18.2 If you fail to make any payments, in full or in part, due to us on time then (without prejudice to any other right or remedy that may be available to us under general law):

(a) we may charge you interest at the rate of 4% above the base rate, from time to time in force, of the Bank of England from the date payment is due until the date payment is made and shall be compounded monthly;

(b) we will be entitled to freeze your Payment Account(s) and cease executing Payments.

18.3 Neither party shall be liable to the other for 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, the use of or inability to use the Services or any communications, interactions, or meetings with other users or other persons with whom you communicate, interact, transact, or meet with as a result of your use of the Services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not we have 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. Except for our obligations to execute Payouts and Refunds pursuant to these terms, in no event will our aggregate liability arising out of or in connection with these terms and your use of the Services including, but not limited to, from your use of or inability to use the Services, exceed: (a) the amount of Payouts we have executed in the twelve (12) month period prior to the event giving rise to the liability, or (b) one hundred British Pounds (£100), if no such Payouts have been executed. The limitations of damages set forth above are fundamental elements of the basis of the bargain between us and you. These terms and foregoing liability disclaimer do not affect mandatory legal rights that cannot be excluded under applicable law. If the law of the country where you live does not allow any particular limitation or exclusion of liability provided for in this section, that limitation will not apply. The liability disclaimer will otherwise apply to the maximum extent allowed by your local law.

18.4 We shall not be liable for any bank charges that you may incur in receiving funds from us.
18.5 We shall not be liable to you for the non-performance of our obligations or the failure to execute any Payment if the execution of the Payment would be illegal.

18.6 Nothing in these terms limits or excludes our liability which cannot legally be limited, including death or personal injury caused by our negligence or fraud or fraudulent misrepresentation to the extent that the liability may not be excluded or limited by any applicable law.

19. COMPLAINTS

19.1 If you feel that we have not met your expectations in the delivery of our Services or if you think we have made a mistake, please let us know. You may let us know by email using the contact details provided in section 2.3. We have internal procedures for handling complaints fairly and promptly in accordance with the Financial Conduct Authority’s requirements. A copy of our complaints procedure is available upon request.

19.2 If:

(a) you are an eligible complainant, which generally means if you are a Micro-Enterprise, a Small Business or a Charity; and

(b) the complaint falls within the Financial Ombudsman Service’s jurisdiction, i.e. it relates to payment services,

you may be able to take your complaint to the Financial Ombudsman Service should you not be satisfied with our final response to your complaint.

Further information on eligibility criteria and the procedures involved in referring your complaint to the Financial Ombudsman Service are available from http://www.financial-ombudsman.org.uk.

19.3 If:

(a) you are not an eligible complainant; or

(b) your complaint does not fall within the Financial Ombudsman Service’s jurisdiction, i.e. it does not relate to a payment service; or

(c) you do not wish to refer your complaint to the Financial Ombudsman Service,

please see section 24.17, should you not be satisfied with our final response to your complaint.

20. ESTABLISHING YOUR IDENTITY

20.1 To comply with the requirements of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and related law, it may be necessary for us to:

(a) obtain from you and retain in our records evidence of the identity of; and/or

(b) carry out an electronic verification check and/or credit check via a third party provider on,

you and/or your directors, officers, shareholders, partners, trustees, beneficiaries, Authorised Persons and/or beneficial owners (as appropriate).

If we are not satisfied with the documentation provided or the results of such checks, we will not be able to provide you with our Services. We shall keep records of the documentation and results of such searches in accordance with our data retention policy. You acknowledge that us carrying out electronic checks will leave a soft footprint on the relevant individual or entity’s credit history. You warrant that
you have obtained the consent of each person which will be subject to such checks prior to accepting these terms.

20.2 We are obliged to report any reasonable suspicions we have about you to the regulatory authorities. This may affect our relationship with you so far as confidentiality is concerned. If we are required under legislation (including the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002) to refrain from communicating with you and/or executing any Payments, we can accept no liability for the consequences of being prevented from doing so.

20.3 You agree that we may, in our sole discretion, contact the Traveller after a Booking (or Booking request) has been made to request further information about the Traveller and/or the Booking, including but not limited to copies of the Traveller’s personal identification documentation and/or any other information we deem appropriate for the protection of our interests, a Traveller’s interests and/or your interests.

21. DATA PROTECTION

Details of how we process Personal Data are set out in the Tripadvisor Rentals privacy policy, which is available here.

Depending on the activity, we act as both Data Processor and Data Controller (as defined by Data Protection Legislation) of your Personal Data. We are a Data Processor where we facilitate payment transactions and related services on your behalf, including taking payment from cardholders or processing payments.

As a payment service provider, we only process Personal Data in accordance with the terms of our instructions and agreements with Viator who acts as a Data Controller. Viator, when instructing us, is ultimately responsible for ensuring its customer privacy rights are respected in accordance with Data Protection Legislation. This includes the responsibility to provide you with information about your privacy rights and disclosures about data collection and use. For more details about how the Tripadvisor Rentals Companies collect and use Personal Data, please see the privacy statement at https://rentals.tripadvisor.com/privacy.

We are Data Controller for the purposes of monitoring, preventing and detecting fraud, money laundering, abuse, and security incidents. When complying with applicable laws and regulations, codes and obligations, we also act as Data Controller. These obligations include, but are not limited to, applicable know-your-customer and anti-money laundering checks. We may also use your Personal Data to provide, improve and develop the Services.

If you have queries, complaints or feedback regarding data protection matters, please contact privacy@tripadvisor.com.

You have the right to complain to your local data protection authority if you have a complaint about our data protection practices.

22. TERMINATION

22.1 When we may terminate these terms. We can terminate these terms at any time and for any reason by giving you not less than two (2) months’ written notice.

22.2 When you may terminate these terms. You may terminate these terms by providing us with one month’s notice by email to the addresses set out in section 2.3.
22.3 **Consequences of termination of these terms.** Upon these terms being terminated:

(a) you will no longer be able to use the Services;

(b) the Tripadvisor Rentals Owner Terms will also automatically terminate.

22.4 If any money is held in your Payment Account(s) when these terms are terminated:

(a) we will debit from your Payment Account(s) any monies you owe us; and

(b) we hold monies in your Payment Account(s) for so long as they are subject to the Payment Protection Policy and execute Refunds for Bookings which are cancelled in accordance with section 9.3;

(c) we reserve the right entirely at our discretion to issue Refunds for all Bookings that money held in your Payment Account(s) relates to (and you will not be entitled to any compensation from us with respect to these Bookings);

(d) provided that we have details of your Nominated Account(s), we shall send the balance of monies in your Payment Account(s) to your Nominated Account(s).

22.5 **What happens if we don’t have the details of your Nominated Account(s) upon these terms being terminated?** If we do not have the details of your Nominated Account(s) upon these terms being terminated, we can send the money in your Payment Account(s) to any account we have on record as belonging to you. If we are aware that this account is of a different currency to the money we hold for you, we shall use a reasonable rate to exchange the money we hold into the currency of your account before sending this money. If we do not have account details for you or are unsure that this account is still open, then we will continue holding this money for you, but will refuse any withdrawal request that comes from you if it is made more than six (6) years after these terms have been terminated.

Any transactions or remittances contemplated herein are subject to us meeting our compliance obligations.

**23. CONFIDENTIALITY**

23.1 Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by sections 23.2 and 23.3.

23.2 Each party may disclose the other party’s confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party’s rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party’s confidential information comply with this section; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

23.3 We may disclose confidential information to:

(a) other members of the Tripadvisor Group;

(b) any banks which we work with to provide you with the Services;
(c) third party suppliers which assist us in our goal to prevent fraud and/or money laundering and/or terrorist financing,

on the basis that they are under an obligation no less onerous than the duty of confidentiality contained in these terms.

24. GENERAL

24.1 Set-off. We may at any time, without notice to you, set off any liability of you to us against any liability of us or any member of the Tripadvisor Group to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this section shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

24.2 Even if we delay in enforcing under these terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breach of these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.

24.3 What if something unexpected happens? We shall have no liability to you under these terms or if we are prevented from or delayed in performing our obligations under these terms, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our or any other party), failure of a utility service or transport or telecommunications network, act of God, natural disaster, war, terrorism, riot, embargo, act of civil or military authorities, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, accident, pandemic, epidemic, disease, storm, shortage of transportation facilities, fuel, energy, labour or materials or our default or sub-contractors default, provided that you are notified of such an event and its expected duration.

24.4 If a court finds part of these terms illegal, the rest will continue in force. Each of the sections of these terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

24.5 Entire Agreement. These terms, and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

24.6 Tripadvisor Rentals Owner Terms. The Tripadvisor Rentals Owner Terms govern the relationship between you and the applicable Tripadvisor Rentals Company.

24.7 Do any other terms apply? We may publish other terms and conditions or notices from time to time, such as those which may apply more generally to use of our website. You should look out for these when visiting our website.

24.8 We are not partners and neither of us may act as the other’s agent. Nothing in these terms is intended to or shall operate to create a partnership or joint venture between you and us, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of
any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24.9 **We can make amendments to these terms.** We may amend these terms by giving you no less than two months’ notice in writing. If you object to the proposed amendments, you have the right to terminate these terms without charge before the date proposed by us for the entry into force of the changes. You will be deemed to have accepted the proposed amendments unless you notify us and terminate these terms before the date proposed by us for the entry into force of the changes. If we receive no objection from you, such amendments shall take effect from the date specified by us but may not affect any rights or obligations that have already arisen and will not be retrospective. For the avoidance of doubt, the termination of these terms by any means by you, shall not affect any rights or obligations that have already arisen at the date of the termination.

24.10 **Are you a Large Corporation?** If you are a Large Corporation some of the provisions set out in the Payment Services Regulations 2017 do not apply to you. Where you are neither a Micro-Enterprise nor a Charity, Part 6 and Regulations 66(1), 67(3) and (4), 75, 77, 79, 80, 83, 91, 92 and 94 of the Payment Services Regulations 2017 shall not apply to you. In addition, a different time period will apply with respect to Regulation 74(1), as set out in section 14.5(b).

24.11 **Can you obtain a copy of these terms or additional information?** You may request and we shall provide a copy of these terms and any information set out in Schedule 4 of the Payment Service Regulations 2017 at any time prior to termination of these terms.

24.12 **We may transfer this agreement to someone else.** We may at any time assign any or all of our rights and obligations under these terms to another organisation. We will always tell you in writing before this happens and we will ensure that the transfer will not affect your rights.

24.13 **You need our consent to transfer your rights to someone else.** You may only assign your rights or your obligations under these terms to another person if we agree to this in writing.

24.14 **Nobody else has any rights under these terms.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

24.15 **Country of residence.** You must inform us prior to changing your country of residence or registration.

24.16 **Which laws apply?** These terms and any disputes or claims arising out of or in connection with these terms their subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England.

24.17 **How will disputes be resolved?** Unless you take your complaint to the Financial Ombudsman Service (in accordance to section 19.2) and the Financial Ombudsman Service is satisfied that your complaint falls within its jurisdiction, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.