

TERMS AND CONDITIONS

These Terms and Conditions of Service and Use of Host Your Stays (together with its successors and/or assigns, the “Company”, and sometimes referred to herein as “we” or “us” or “our” or “Site” or “Website”) are hereby made effective, and, without waiving or otherwise releasing any right or obligation under any prior terms and conditions of the use of Host Your Stays hereby amend and restate any such prior terms and conditions.

SECTION 1 - ACCEPTANCE

By clicking “I AGREE” and/or simply by using or accessing our services and this Site, you hereby agree:

(a) that you have received, read, and understood these Terms and Conditions, and that these Terms and Conditions create a valid and binding agreement, enforceable against you in accordance with the terms hereof,

(b) to be bound by these Terms and Conditions, any terms, conditions or other rules, regulations or policies of www.sweetparadiseobx.com (the “Site”) as each may be amended or supplemented from time to time in our sole discretion without notice, and

(c) that your use of our services and our Site shall comply with all applicable federal, state, and local laws, rules, or regulations, and that you are solely responsible for your compliance with, familiarity with, and understanding of any such laws, rules, or regulations applicable to your use of the Site. If you do not agree with any portion of these Terms and Conditions, you are prohibited from using or accessing our services.

SECTION 2- PROPRIETARY RIGHTS

As between you and us, we own, solely and exclusively, all rights, title and interest in and to the site, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video and copy), software, code, data, and the look and feel, design and organization of the site, and all materials and content related to our programs even if the materials or content are not accessed through the site. Your use of the Site does not grant to you ownership of any content, software, code, data or materials you may access on the site.

SECTION 3 - PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through this Site. You acknowledge that you are participating voluntarily in using our Site and that you are solely and personally responsible for your choices, actions, and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Site, and you agree to use your own judgment and due diligence before implementing any idea, suggestion, or recommendation from our Site to your life, family or business.

SECTION 4- PROPERTY OWNER GUIDELINES

1. Property Owner takes full responsibility for all information that he/she provides on the Host Your Stays website and must indemnify Host Your Stays in relation to any

liability incurred by Host Your Stays as a result of such information. In the course of your use of the website, you agree to furnish your details and information as requested by us from time to time.

2. You agree that if you provide any information which is untrue, inaccurate, not current, or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the T&C.
3. A Property Owner shall indemnify Host Your Stays for all claims and liabilities arising out of any use by the Property Owner of the Host Your Stays website, including any associated costs and expenses incurred, whether direct or indirect.
4. A Property accepts full responsibility for all Income Tax, National Insurance and other liabilities arising from use of our services.
5. As a Property Owner, you shall list properties(s) on the website in accordance with the policies which are incorporated by way of reference in this T&C. You must be legally able to rent the property(s) you list on our website and must have all the necessary licenses and permits required for the property. You must ensure that the listed properties do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties.
6. The property description must not be misleading and must describe the actual condition of the property.
7. You are responsible for paying all fees associated with the use of the website and charges collected in respect of such usage. You agree to bear any and all applicable taxes, charges, levied thereon.

SECTION 5- GUESTS SCREENING

Our comprehensive guest screening process, which includes detailed questions, helps us maintain high standards by filtering out unsuitable guests. Additionally, we use advanced technology, such as real-time noise detection, to monitor and manage the property effectively.

We also work with dedicated security personnel to check if guests and travellers are on watch lists for regulatory, criminal or terrorism-related matters. For guests and travellers residing in the united States of America, we may also perform criminal record checks. You however understand and accept that no control system is perfect and a fully effective. We shall thus, never be liable for any losses, harm or damages that a Property owner may suffer based on the criminal behaviour or otherwise of the guests who stay in the hosts' properties.

SECTION 6- PRIVACY FOR GUESTS

To ensure guest privacy, Owner shall not enter the Property or any immediately adjacent land or associated structures, or permit any other person to do so, without (1) reserving an

Owner stay with Host Your Stays covering the period of access or (2) checking with Host Your Stays prior to entry.

Owner shall not place any camera in the interior of the Property or in any portion of the Property except in an exterior area that is visible from off the premises, such as the front porch, if applicable.

Owner is not entitled to any guest-identifying information that may be provided to or accessible by Host Your Stays, including without limitation full guest names, contact details, or payment information. As between Owner and Host Your Stays, Host Your Stays shall have the sole and exclusive right to such guest information.

SECTION 7- OBLIGATIONS OF OWNERSHIP

Nothing in the Agreement changes Owner's title to, or general rights and obligations of ownership in, the Property. Except as expressly provided in the Agreement, Owner is and shall at all times remain fully responsible for all physical, legal, and financial matters pertaining to the Property whether it is rented or not, including responsibility for: the cost of all repairs, maintenance, and replacement of any and all furnishings, fixtures, and equipment necessary to maintain the Property in a suitable condition for rental occupancy; financial matters associated with ownership of the Property; and ensuring that the Property is in compliance with applicable law, and regulation, deed restriction, or homeowners' association bylaw or rule.

SECTION 8- PROHIBITED CONDUCT

Without limiting the generality of the foregoing or any other provision hereof, you acknowledge and agree, as follows:

1. Not to access the Site using any automated means, including, without limitation, harvesting bots, robots, spiders, or scrapers;
2. Not to engage in multi-level marketing using the Site, including, without limitation, pyramid schemes, and similar marketing concepts;
3. Not to upload, use or disseminate viruses or other malicious code or other abusive scripts or processes;
4. Not to solicit personal information of another person or request or obtain access to an account of another person;
5. Not to bully, intimidate, or harass any person;
6. Not to use the Site in any manner that is, or could reasonably be construed to be, in violation of these Terms and Conditions, fraudulent, misleading, malicious or discriminatory;
7. Not to take any action that could disable, overburden, or impair the operation or availability of the Site, such as a denial-of-service attack;

8. Not to engage in manipulative practices designed to obfuscate the true intent of your submissions to the Site, or to artificially generate traffic to another website;
9. Not to facilitate or encourage any violations of these Terms and Conditions;
10. Not to issue chargeback disputes against us;
11. Not to use patented, copyrighted, trademarked or other protected intellectual property without the written consent and authorization of the owner of such property;
12. Not to copy, distribute or disseminate the Site or any portion thereof, and not to transfer the Site, or any portion thereof, to another person or “mirror” the Site, or any portion thereof, on any other server;
13. Not to decompile or reverse engineer, or attempt to decompile or reverse engineer, the Site or any portion thereof.

SECTION 9- USER CONTENT

By Submitting any User Submissions through the Site or the Service, you hereby do and shall grant Host Your Stays a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with the Site, the Service and Host Your Stays’ (and its successors and assigns’) business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third party Sites).

You also hereby do and shall grant us a non-exclusive license to access your User Submissions through the Site and the Service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions solely for personal, non-commercial use. For clarity, the foregoing license grant to Host Your Stays does not affect your other ownership or license rights in your User Submission(s), including the right to grant additional licenses to the material in your User Submission(s), unless otherwise agreed in writing.

You agree to pay all royalties and other amounts owed to any person or entity due to your Submission of any User Submissions to the Service.

You understand that Host Your Stays shall have the right to delete, edit, modify, reformat, excerpt, or translate any materials, content, or information submitted by you; and that all information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which such content originated and that Host Your Stays will not be liable for any errors or omissions in any content; and that Host Your Stays cannot guarantee the identity of any other users with whom you may interact in the course of using the Service.

Host Your Stays cannot guarantee the authenticity of any data which users may provide about themselves or the persons or entities they are involved or affiliated with or employed by. You acknowledge that all Content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

SECTION 10 - INDEMNIFICATION

You agree to defend, indemnify and hold us and our members, owners, directors, officers, employees, and agents harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising in any way from any content or other material you place on the Site or submit to us, or your breach or violation of the law or of these Terms and Conditions. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

SECTION 11 - DISCLAIMER OF WARRANTIES

(A) THE SITE, INCLUDING BUT NOT LIMITED TO ALL SERVICES, PRODUCTS, CONTENT, FUNCTIONS AND MATERIALS CONTAINED OR AVAILABLE ON THE SITE, IS PROVIDED "AS IS," "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY REGARDING UPTIME OR UNINTERRUPTED ACCESS, AVAILABILITY, ACCURACY, OR USEFULNESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED. WE ALSO ASSUME NO RESPONSIBILITY, AND WILL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT, MOBILE DEVICE, OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS FROM THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

(B) WE DO NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD-PARTY CONTENT ON THE SITE OR SERVICES (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS ON THE SITE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON OR AVAILABLE FROM THE SITE.

SECTION 12 - LIMITATION OF LIABILITY

IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL WE OR ANY OF OUR DIRECTORS, MEMBERS, OWNERS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS, SERVICES, AND FUNCTIONS RELATED TO THE SITE, YOUR PROVISION OF INFORMATION VIA THE SITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH

PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS TO THE EXTENT REQUIRED BY APPLICABLE LAW.

SECTION 13 - TERMINATION

We may terminate, change, suspend, or discontinue any aspect of the Site or services at any time. We may restrict, suspend or terminate your access to the Site and/or its services if we believe you are in breach of these Terms and Conditions or applicable law, you are a repeat infringer of intellectual property rights, or for any other reason without notice or liability.

SECTION 14 - COMMUNICATION

If you provide us your email address, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the services we offer, such as administrative notices and service announcements or changes.

SECTION 15 - WAIVERS

Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

SECTION 16 - FORCE MAJEURE

Neither party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, strikes, lock-out, riots, rebellions, accidental explosions, floods, storms, acts of God, and similar occurrences.

SECTION 17 - GOVERNING LAW AND JURISDICTION

These Terms and Conditions will be governed by and construed in accordance with American laws, and the courts of New Jersey will have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

SECTION 18 - THIRD-PARTY LINKS

Third-party links on this site may direct you to third-party Sites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or Sites, or for any other materials, products, or services of third-parties.

SECTION 19 - COPYRIGHT TAKEDOWN PROCEDURE

Host Your Stays will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, Host Your Stays may disable and/or terminate the accounts of any user who violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual

property rights have been otherwise violated, you should provide to us the following information:

- The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- A description of the location of the site which you allege has been infringing upon your work;
- Your physical address, telephone number, and email address;
- A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- A statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

SECTION 20 - LIMITED LICENSE

You may access and view the site on your computer or other internet compatible device for your personal, non-commercial use only. To the extent you need to download software or documentation to use the products or services on the site, we grant you a limited, non-assignable, non-transferable, revocable license to use such materials solely to utilize such products or services. Such license will terminate when you no longer use our services.

SECTION 21 - ACCEPTING THIS TERMS OF USE

You hereby accept the fact that you have read, understood, and are willing to abide by the terms and conditions laid down in this Agreement. You further agree that the terms and conditions set out under this Agreement are fair, reasonable and just given the matters set out under this Agreement and you waive any and all rights to have any claims against us on grounds set out above.

SECTION 22 - COPYRIGHT

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