

SUPERHOG GUEST GUARANTEE

Terms and Conditions

BOOKING GUARANTEE FOR GUESTS FOLLOWING HOST VERIFICATION

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OUR PROMISE TO GUESTS

Following a successful **host verification**, **we** will reimburse **guests**, up to £2,000 in relation to any **booking**, for **trip breakdown**, subject to the terms, conditions, and limitations shown below or as amended in writing by **us**.

The words and phrases in these **guest terms** will always have the same meaning wherever they appear in bold. They are also listed and explained in the “defined words” section.

Guests must comply with all of the requirements and conditions in the **guest terms** in order to be eligible to receive any payments from **us**.

The guarantee will end automatically once **guests** are no longer using SUPERHOG to facilitate their **bookings**.

DEFINED WORDS

Whenever a word with a special meaning is used it will be printed in bold type.

Booking

A confirmed stay by a **guest(s)** at a **home** for an agreed period of time organised through and registered on **our platform**.

Guest terms

The terms and conditions of the SUPERHOG guest guarantee as laid out in this document.

Guest(s)

Eligible individuals or their immediate families who have agreed to **our** terms and conditions who have organised a **booking** at a **home**.

Home

The accommodation, within the **territorial limits**, provided by a **host** to a **guest(s)**.

Home failure

A situation where a **host's home** suddenly and unexpectedly has one (1) of the following:

- i. no electricity or functional and safe lightning;
- ii. no running water;
- iii. no wifi;
- iv. no hot water;
- v. no refrigerator or refrigerator out of order;
- vi. no functional cooking element such as an oven, stove, or microwave, or appliances that are unsafe;
- vii. a significant presence of pests;
- viii. no functional sewage system;
- ix. no functional bathtub or shower;
- x. a leak or
- xi. the inability to close a door or window on the ground floor overlooking a public space (street, building courtyard);
- xii. noisy building work or activities that are causing disruption to the property outside local working hours.

Home fraud

A situation where a **guest(s)** has made and paid for a **booking** through an approved platform and it subsequently transpires the **host's** account has been hacked fraudulently and payment for the **booking** has been stolen.

Home misrepresentation

A situation where a **host's home** has been misrepresented to a **guest(s)** and compared to the **home** listing, two (2) of the following suddenly and unexpectedly have happened:

- i. a lower sleeping capacity than the number of beds declared when the **booking** was made
- ii. the **home** décor is not up to an acceptable standard intended for **guest(s)** use including badly flaking paint or peeling wallpaper, damp on walls and ceilings;
- iii. damaged or broken fixture and fittings;
- iv. the interior of the dwelling not being protected from rain;
- v. large amounts of lime-scale or mould on grouting in bathrooms;
- vi. a messy **home** consisting of soiled beds, carpets and unemptied refuse bins;
- vii. broken blinds or curtains in bedrooms that mean they cannot be closed properly
- viii. insufficient amounts of kitchen equipment and utensils in relation to the sleeping capacity of the **home**
- ix. an animal or pet in the **home** that wasn't disclosed prior to **booking**.

Host

Property owners and renters who enrol their **home** on SUPERHOG.

Host cancellation

A situation where a **home** is unavailable to a **guest(s)** for a **booking** due to:

- (a) the **host** suddenly and unexpectedly being present at the **home**;

- (b) the Police or other authorities suddenly and unexpectedly requesting the **guest(s)** does not stay at the **home**.

Pests

Cockroaches, rats, wasps, hornets or bed bugs.

Platform

The online platform accessed via **our** website (www.SUPERHOG.com) or **our** mobile application

Trip breakdown

Home failure, home misrepresentation, host cancellation or home fraud.

Trip breakdown limit

The lesser of £150 per night per adult guests or £2,000 in total, in the currency where the **home** is located, at the exchange rate applicable shown on OANDA.com on the date of payment.

Trip breakdown payment request form

The standard form, accessible by contacting SUPERHOG customer service directly, that a **host** uses to request payment from **us** pursuant to these **guest terms**.

Verification

The process of successfully registering with SUPERHOG and includes checking identities, taking a selfie, connecting to home-sharing profiles and social media accounts.

We/Us/Our

SUPERHOG Limited

WHAT IS NOT INCLUDED

The guest guarantee will not reimburse **guests** for **trip breakdown** for any of the following:

1. Reluctance to stay in the **home**.
2. Anything arising directly or indirectly from:
 - i. circumstances known to the **host** before the **guest(s)** made their **booking** which could reasonably have been expected to lead to cancellation of the **booking**
 - ii. regulations set by the government of any country
 - iii. refundable travel expenses
3. Pre-existing medical conditions of the **guest(s)**;
4. non-payment of a **booking** by a **guest(s)**
5. loss or damage caused by or resulting from any of the following:
 - a. acts where the **guest(s)** causes the damage whether accidentally or maliciously;
 - b. natural events, including, but not limited to, earthquakes and weather-related events such as hurricanes and tornadoes;
 - c. interruption of business, loss of market and/or loss of use;
 - d. identity theft or identity fraud.
 - e. actual or threatened malicious use of poisonous biological or chemical materials;
 - f. fungus, mould, mildew, spores or other microorganisms of any type nature or description;
 - g. viruses and disease including Covid-19,
 - h. corruption of, inability to access, or inability to manipulate, any and all electronic data
6. Any claim or expense caused by or arising out of pollution or contamination.
7. Any direct or indirect loss or damage caused as a result of the **home** being used by the **guest** for illegal activities.
8. If **guests**, or anyone acting for **guests** makes, or attempts to commit fraud, such as false or exaggerated **trip breakdown**, **we** will reject the **trip breakdown payment request form** and any subsequent **trip breakdown payment request forms**. SUPERHOG will notify the **guest** if **we** do this. Additionally:
 - a. If **we** have made any payments in respect of fraudulent activities **guests** must repay that sum to **us**.
 - b. If there has been fraudulent activity to secure benefits under these **guest terms** this will result in no payment being made.
 - c. **We** may also notify the relevant authorities, so that they may consider criminal proceedings
9. **We** shall not provide any benefit or be liable to provide any benefit under this guest guarantee which:
 - a. would breach economic, financial or trade sanctions imposed under the law of the country in which this guest terms are issued or would otherwise provide benefit, or
 - b. would breach economic, financial or trade sanctions imposed by Canada, the European Union, United Kingdom or the United States of America.
 - c. all other terms provisions and conditions of this guest guarantee shall have full force and effect.

Any payment **we** make will take into account any recoveries that **guests** have obtained from any third-party

HOW WE SETTLE – REMIMBURSING THE GUEST

In order to be eligible to obtain payment under these **guest terms**, the following conditions must be complied with. **Guests** failure to fully comply may prevent any reimbursement for **trip breakdown** being paid. In all cases, the onus will be upon **guests** to demonstrate that they have complied with the following conditions.

1. Mediation

We expect **guests** to contact their **host**, online travel agent or platform asking for help to resolve the issue or compensation. **We** will require evidence that this has happened.

2. Fraud

Guests must file a police report reporting such **home** and **host** and provide SUPERHOG with a copy of such report, certified by the **guest** as true and correct.

3. Notification

Guests must notify SUPERHOG within forty-eight (48) hours of the incident occurring and before the end of the **booking**.

Hosts can notify SUPERHOG by opening a claim by contacting customer support directly and completing:

- (a) the **trip breakdown payment request form**, and
- (b) deliver a signed and sworn proof of loss

4. Proof of **booking**

Guests must provide SUPERHOG with proof of **booking** certified by the **guest** as true and correct and reasonably acceptable to the SUPERHOG.

5. Information requests and cooperation

Guests must provide SUPERHOG with all information it reasonably requests and cooperate with SUPERHOG, including signing any documents, and timely responding to any reasonable requests for additional information or documentation that SUPERHOG or its designees may require or request to process the applicable **trip breakdown payment request form**.

CONDITIONS

Acknowledgments and agreements by **Guests**

1. Purpose of the guarantee
Guests acknowledge and agree that:
 - i. We provide **Guests** with the SUPERHOG Guest Guarantee based on the verification work we have performed. Our **host** verification ensures without doubt that certain acts will not be committed.
 - ii. These SUPERHOG **guarantee terms** are not intended to constitute an offer to insure, do not constitute insurance or an insurance contract, and do not take the place of insurance obtained or obtainable by you. Furthermore, these **guarantee terms** are not an insurance service agreement as defined in a standard ISO renter's or homeowner's insurance policy.
 - iii. SUPERHOG reserve the right to independently investigate (or to have independently investigated) at our sole discretion and expense, the facts and circumstances of a payment request set forth in any **guarantee payment request form** that **hosts** file with SUPERHOG, notwithstanding delivery of all information and materials that are required.
2. **Guests** acknowledge and agree that SUPERHOG reserve the right to independently investigate (or to have independently investigated) at our sole discretion and expense, the facts and circumstances of a payment request set forth in any **trip breakdown payment request form** that **guests** file with SUPERHOG, notwithstanding delivery of all information and materials that are required.
3. **Guests** acknowledge and agree that when making a claim under this guest guarantee, they give SUPERHOG consent to review all communications between **hosts** and **guest(s)** via the platform which organised the booking.
4. **Guests** acknowledge and agree that the SUPERHOG reserves the right, at any time, to offset or deduct from the amounts payable or paid by SUPERHOG to **guests** under these **guest terms**, any amounts that it may have in its possession, or to subsequently collect, from any other person or entity who is obligated to compensate **guests** for losses or damages.
5. Exoneration
Guests acknowledge and agree that because these **guest terms** constitute a guest guarantee agreement, the theory of exoneration applies. Thus, if the loss in question or the risk associated with that loss changes materially, SUPERHOG will be entitled to exoneration with respect to any potential guaranty obligation under these **guest terms**.
6. Changes to SUPERHOG **guest terms**
Guests acknowledge and agree that to the extent permissible by applicable law in **your** jurisdiction, SUPERHOG reserve the right to modify or terminate these **guest terms**, at any time, at our sole discretion.

If **we** terminate these **guest terms**, **we** will provide **host and guest(s)** with notice by email at least thirty (30) days before such termination and **we** will continue to process all **trip breakdown payment request form** that **you** filed prior to the effective date of termination, but **your** right to file any new **trip breakdown payment request form** after the effective date of termination will immediately end.

If **we** modify these **guest terms**, **we** will post the modification on SUPERHOG website. **We** will continue to process all **trip breakdown payment request form** that **you** filed prior to the effective date of the modification.

In addition to and without limiting **our** rights set forth above in the immediately preceding paragraph, **we** reserve the right to modify or terminate these SUPERHOG **guest terms** generally or in any jurisdiction, at any time, in its sole discretion, if:

- (i) these SUPERHOG **guest terms** are construed to be an offer to insure or constitute insurance or an insurance contract or insurance service agreement by any governmental or regulatory authority in any jurisdiction;
- (ii) **We** are required to obtain a license or permit of any kind to continue to provide these SUPERHOG **guest terms** in any jurisdiction; or

- (iii) We determine or a court or arbitrator holds that the provisions of these SUPERHOG **guest terms** violate applicable law.

If **we** modify or terminate these SUPERHOG **guest terms** in accordance with the foregoing, **we** will process all **trip breakdown payment request form** that are filed prior to or as of the effective date of such modification or termination unless such processing is prohibited by law, regulation, ordinance, order, or decree of any governmental or other authority.

- 7. Transferring **guests'** interest in the guest guarantee:
Guests may not transfer their interest in this guest guarantee to anyone else without **our** written consent.

- 8. Subrogation
SUPERHOG have the right to subrogate against any person or entity whatsoever who allegedly is responsible for causing the losses or damages in question, even if that person or entity are **hosts** and/or **guest(s)**. Further, **guests** hereby agree that, with respect to any payments made under the guest guarantee by, or on behalf of, SUPERHOG, **guests** will assist in and cooperate fully with SUPERHOG regarding any and all efforts at subrogation.

- 9. Disclaimers and Limitations of Liability
If **guests** choose to use SUPERHOG **guests** do so at their sole risk. The guest guarantee is provided "as is", without warranty of any kind, either express or implied.

Guests acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of their access to and use of the SUPERHOG, remains with them. Neither SUPERHOG nor any other party involved in creating, producing, or delivering the **booking** 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 for any damages for

- (a) personal or bodily injury or emotional distress arising out of or in connection with these **guest terms**;
- (b) from the use of or inability to use the SUPERHOG,
- (c) from any communications, interactions or meetings with other users of the SUPERHOG or other persons with whom you communicate or interact as a result of your use of the SUPERHOG.

SUPERHOG will not be liable for any such damages described above, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not SUPERHOG 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.