

PROPERTY GUARANTEE

Terms and Conditions

GUARANTEE AGAINST DAMAGES FOR HOSTS FOLLOWING PROPERTY VERIFICATION

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OUR PROMISE TO HOSTS

Following a **property verification** we will reimburse **hosts**, up to £1,000,000, for **host liability**, subject to the terms, conditions, and limitations shown below, as defined in **guarantee limits** or as amended in writing by **us**.

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

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

The guarantee cover will end automatically once **hosts** are no longer using the SUPERHOG **platform** to facilitate **bookings** and all **guests** must be verified by SUPERHOG to benefit from this guarantee.

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**.

Buildings

Any permanent structure within the grounds of a **home**.

Electronic Data

Information, facts or programs, stored as or on, created or used on, or transmitted to or from any **electronic media**.

Electronic Media

Computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with, electronically controlled equipment.

Guarantee limits

£1,000,000 per **home** per **booking**, or its equivalent in the currency where the **home** is located, at the exchange rate applicable shown on OANDA.com on the date of payment. Within this £1,000,000 total limit there is a total limit of £100,000 for **contents**.

Guarantee payment request form

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

Guarantee terms

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

Guest(s)

Eligible individuals or families who have agreed to **our** terms and conditions who have organised to stay in a **home** including individuals invited to be present at a **home** by the **guest(s)** during a **booking**.

Home

The accommodation at a residential address provided by a **host** to a **guest(s)**.

Host

Home hosts and renters who create an approved listing of their **home** on **our platform** and are eligible to receive payment under **our** guarantee cover.

Host liability

The legal liability of the **host** as occupier and owner of the **buildings** and its land, to pay damages and costs to others which arise from any single event occurring during a **booking** which results in:

- (a) accidental death, disease, illness or accidental physical injury to a **guest(s)**;
- (b) damages caused by a **guest(s)** to adjacent third-party properties.

Money

Cash, bank and currency notes, cheques, postal orders, travelers' cheques, money orders, crossed bankers drafts, current postage stamps, National Savings Stamps and Certificates, National Insurance Stamps, gift tokens, customer redemption vouchers, travel tickets and luncheon vouchers.

Platform

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

Property verification

The process whereby the **home** goes through the SUPERHOG verification process including confirming the properties address, ownership, suitability, owner declaration and connecting the property to its home-sharing listings.

Underlying insurance

The annual insurance policy covering **buildings**, that the **host** has purchased which covers the **host's** property and public liability insurance.

We/Us/Our

SUPERHOG Limited

WHAT IS NOT INCLUDED

The guarantee will not reimburse **hosts** for any of the following:

1. for loss or damage if the **host** does not have **underlying insurance**;
2. for loss or damage which existed before the **home** was used for a **booking**;
3. for loss or damage from a **booking** not recorded on **our platform** prior to the booking
4. any losses caused by a **guest(s)** after the expiration of the **booking**;
5. losses or damages in excess of the **guarantee limit**;
6. losses or damage caused by or resulting from any of the following:
 - a. acts where the **guest(s)** does not admit liability unless the damage is **malicious damage or theft**;
 - b. natural events, including but not limited to, earthquakes and weather-related events such as hurricanes and tornadoes;
 - c. excessive use of electricity, gas, fuel, water or other utilities provided for the **home**;
 - d. interruption of business, loss of market and/or loss of use;
 - e. mysterious disappearance, loss, or any unexplained loss of **contents**;
 - f. animals, insects, vermin, including injuries to animals, veterinary care, boarding, medications, and all other services associated with animals;
 - g. identity theft or identity fraud;
 - h. actual or threatened malicious use of poisonous biological or chemical materials;
 - i. lack of electricity, fuel, water, gas, steam, refrigerant, sewerage, telephone or internet services due to external factors;
 - j. faulty workmanship, material, construction or design including the process of cleaning, dyeing, repair, alteration, renovation or restoration;
 - k. settling, cracking, shrinking, bulging, or expansion of foundations, floors, pavements, walls, ceilings or roofs;
 - l. corrosion, deterioration, depletion or rusting;
 - m. damp, condensation, fading, frost or anything which happens gradually;
 - n. fungus, mould, mildew, spores or other microorganisms of any type nature or description;
 - o. viruses and disease;
 - p. nuclear reaction or radiation or radioactive contamination;
 - q. any hostile act or act of war, terrorism, insurrection or rebellion;
 - r. corruption of, inability to access, or inability to manipulate, any and all **electronic data**;
7. Loss or damage, liability, cost or expense caused by or resulting from wear and tear.
8. Any claim or expense caused by or resulting from pollution or contamination.
9. Any loss, damage, liability, cost or expense caused by or resulting from rot.
10. Any direct or indirect loss or damage caused as a result of the **buildings** being used by the **host** for illegal activities.
11. **Host liability** for any of the following:
 - a. anything owned by or the legal responsibility of the **host**; or
 - b. injury, death, disease or illness to the **host** or family; or
 - c. liability arising from any employment, trade, profession or business of the **host** other than as occupier or **host** of the **home**; or
 - d. liability arising from the **host** passing on any disease or virus; or
 - e. liability arising from the ownership or use of any motor vehicle, whether licensed for road use or not; or
 - f. liability accepted by the **host** under any agreement, unless the liability would exist without the agreement;
 - g. liability covered by any other contract.

12. If **hosts**, or anyone acting for **hosts** commits, or attempts to commit fraud, such as false or exaggerated **guest(s) damage**, **we** will reject the **guarantee payment request form** and any subsequent **guarantee payment request forms**. **We** will notify the **host** if **we** do this. Additionally:
 - a. if **we** have made any payments in respect of fraudulent activities **hosts** must repay that sum to **us**.
 - b. if there has been fraudulent activity to secure benefits under this **guarantee terms** this will result in no payment being made.
 - c. **we** may also notify the relevant authorities, so that they may consider criminal proceedings

13. **We** shall not provide any benefit or be liable to provide any benefit under this **guarantee terms** which:
 - a. would breach economic, financial or trade sanctions imposed under the law of the country in which this **guarantee 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 guarantee shall have full force and effect.

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

HOW WE SETTLE – REMIMBURSING THE HOST

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

1. Notification

Hosts must notify SUPERHOG immediately following the notification of any potential liability.

2. Information requests

Hosts must provide SUPERHOG with all information it reasonably requests. **Hosts** must permit SUPERHOG or its designee(s) to make inspections of the **home** at all reasonable times. However, the right to make inspections, the making of inspections, and any analysis, advice, or inspection report will not constitute an undertaking by SUPERHOG to determine or warrant that the damaged **home** is safe. SUPERHOG will have no liability to **hosts** or any other person because of any inspection or failure to inspect.

3. Cooperation

Hosts must 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 **guarantee payment request form**.

CONDITIONS

Acknowledgments and agreements by **hosts**

1. Purpose of the guarantee

Hosts acknowledge and agree that:

- i. We provide **hosts** with the SUPERHOG Property Guarantee based on the verification work we have performed on each property. Our guest verification ensures without doubt that certain incidents will not be committed and hosts have taken all steps to make their properties safe.
- 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. **Hosts/Guest(s)** communications

Hosts acknowledge and agree that when requesting a payment under this guarantee cover, they give SUPERHOG consent to review all communications between **hosts** and **guest(s)**, on and off platform.

3. Offsetting

Hosts acknowledge and agree that SUPERHOG reserves the right, at any time, to offset or deduct from the amounts payable or paid by SUPERHOG to **hosts** under these **guarantee 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 **hosts** for losses or damages.

4. Exoneration

Hosts acknowledge and agree that because these **guarantee terms** constitute a guarantee cover 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 **guarantee terms**.

5. Changes to SUPERHOG **guarantee terms**

Hosts acknowledge and agree that to the extent permissible by applicable law in **your** jurisdiction, SUPERHOG reserve the right to modify or terminate these **guarantee terms**, at any time, at our sole discretion.

If **we** terminate these **guarantee 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 **guarantee payment request form** that **you** filed prior to the effective date of termination, but **your** right to file any new **guarantee payment request form** after the effective date of termination will immediately end.

If we modify these **guarantee terms**, **we** will post the modification on SUPERHOG website. **We** will continue to process all **guarantee 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 **guarantee terms** generally or in any jurisdiction, at any time, in its sole discretion, if:

- (i) these SUPERHOG **guarantee 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 **guarantee terms** in any jurisdiction; or
- (iii) We determine or a court or arbitrator holds that the provisions of these SUPERHOG **guarantee terms** violate applicable law.

If **we** modify or terminate these SUPERHOG **guarantee terms** in accordance with the foregoing, **we** will process all **guarantee 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.

6. Transferring **Hosts** interest in the guarantee waiver:

Hosts may not transfer their interest in this guarantee cover 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, **hosts** hereby agree that, with respect to any payments made under the guarantee cover by, or on behalf of, SUPERHOG, **hosts** will assist in and cooperate fully with SUPERHOG regarding any and all efforts at subrogation.

9. Disclaimers and Limitations of Liability

If **hosts** choose to use SUPERHOG **hosts** do so at their sole risk. The guarantee cover is provided “as is”, without warranty of any kind, either express or implied.

Hosts 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, and their listing of any **homes** via 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 **guarantee 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, or
- (d) from your listing of any **home** via 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.